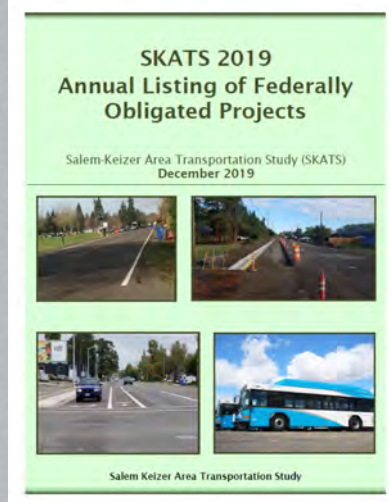
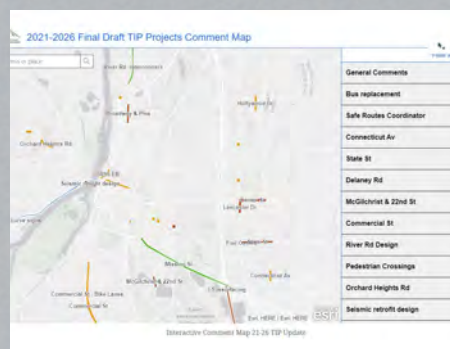
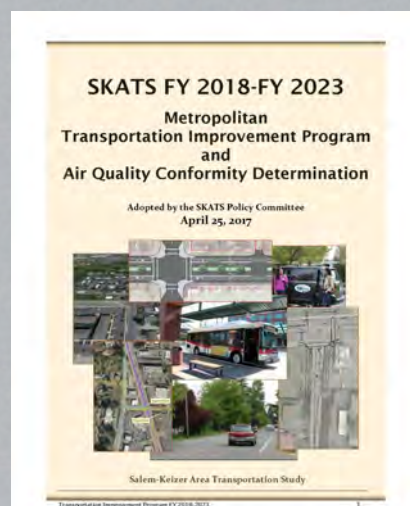
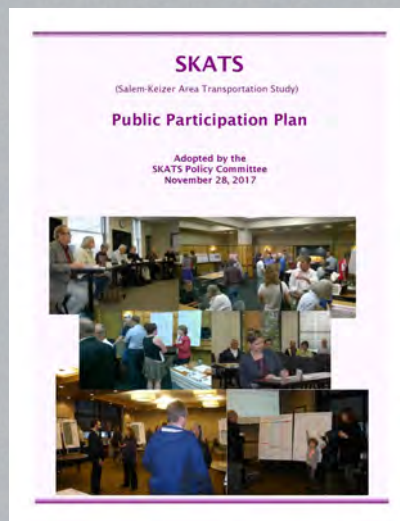
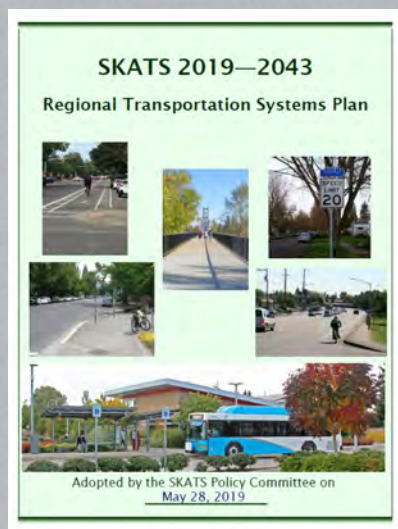


# SKATS FY 2020-2021

## Unified Planning Work Program

### UPWP

Adopted 4/28/20



(Salem-Keizer Area Transportation Study)

**SKATS FY 2020-2021**  
**Unified Planning Work Program**

**Adopted by the SKATS Policy Committee**

4/28/2020



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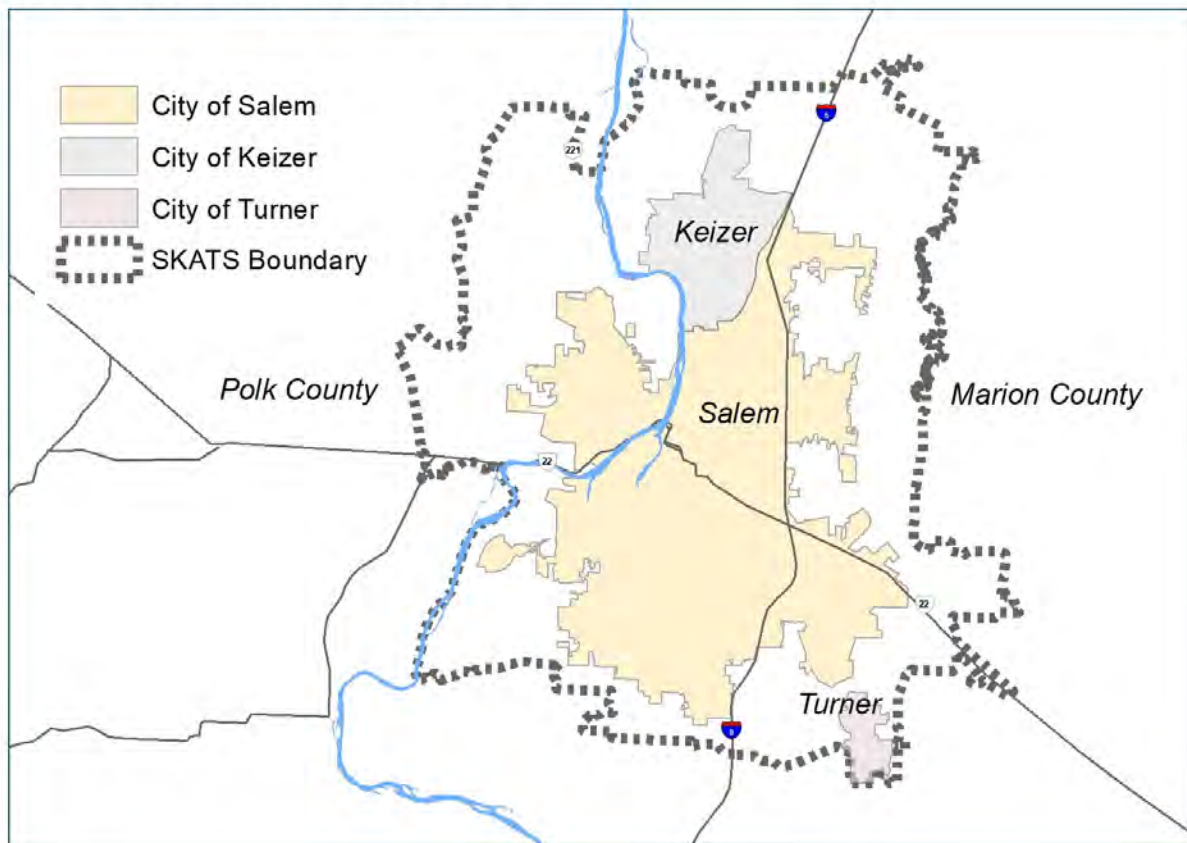
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## SKATS Boundary and City Limits



## Introduction

This document contains the FY 2020-2021 Unified Planning Work Program (UPWP) for metropolitan transportation planning activities for the Salem-Keizer Transportation Management Area (Map 1) coordinated and provided by the Salem-Keizer Area Transportation Study (SKATS). SKATS staff are employed by the Mid-Willamette Valley Council of Governments (MWVCOG).

- All the products and activities programmed in the SKATS UPWP derive directly from products and processes prescribed for Metropolitan Planning Organizations (MPOs) by federal and state transportation and air quality statutes and regulations (see section VI C for the list of these statutes and regulations).

Oregon state regulations require coordination between the MPO and state agencies to comply with state air quality and transportation rules and regulations such as the Oregon Transportation Conformity Rule and the Oregon Transportation Planning Rule (TPR).

The purpose of the work program is to identify the major transportation planning activities to be carried out with federal and state funds within the SKATS Transportation Management Area (TMA) area during the program year by the Oregon Department of Transportation (ODOT), the Mid-Willamette Valley Council of Governments (MWVCOG) staff acting for SKATS, the Salem Area Mass Transit District (SAMTD), other state agency personnel, and local jurisdictional staffs (particularly on transportation planning work using federal funds (such as Transportation and Growth Management (TGM) grants (through ODOT) or Surface Transportation Block Grant Program (STBGP) funds and affecting the regional transportation system).

This UPWP continues the approach between state, regional, and local transportation planning following the “3-C”s of a "cooperative, continuing, and comprehensive" planning process. By working together, the jurisdictions and agencies in the region aim to share in the responsibility of improving the transportation system; carryout local, regional, and statewide transportation plans; minimize costs associated with regional transportation planning; address the significant transportation problems and "outstanding issues" identified in the adopted Regional Transportation Systems Plan (RTSP) for the Salem-Keizer Urban Area; and to comply with federal, state, and local regulations and policies.

## Designation of the SKATS MPO and SKATS Committees

According to the Cooperative Agreement approved on May 8, 1987 by Oregon Governor Neil Goldschmidt, the SKATS Policy Committee is the designated Metropolitan Planning Organization (MPO) for the Salem-Keizer area, responsible for planning and air quality requirements. Based on the Amendment No. 1 to the Cooperative Agreement, the SKATS Policy Committee is composed of elected officials from the cities of Salem, Keizer, and Turner; Marion and Polk Counties; the Salem Area Mass Transit District (SAMTD); the Salem-Keizer School District; as well as a representative from the Oregon Department of Transportation (ODOT). Details on the structure and voting of the SKATS Policy Committee are contained in the cooperative agreement (*See Appendix A.*). Staff employed by the Mid-Willamette Valley Council of Governments – under direction by the SKATS Policy Committee - perform the staff support for the SKATS program.

SKATS coordinates with ODOT and the local jurisdictions on studies and other transportation planning work tasks described in the UPWP. A Technical Advisory Committee (TAC) composed of staff from the jurisdictions included in the SKATS area, as well as representatives from Department of Land Conservation and Development (DLCD), Department of Environmental Quality (DEQ), and the Federal

Highway Administration (FHWA) provides a forum for discussing the technical aspects of projects and programs and sharing insight into local transportation needs.

## **Planning Process Responsibilities**

The SKATS Policy Committee, through an intergovernmental Cooperative Agreement (*Appendix A*), is responsible for " . . . transportation plans, transportation improvement programs, and to take other actions necessary to carry out the transportation planning process."

The transportation planning process is dependent on continuous cooperation and the mutual support of all the SKATS participants. Therefore, while SKATS has the responsibility to carry out the metropolitan transportation planning process activities according to the most current federal regulations, SKATS depends on support and assistance from ODOT, SAMTD, and the local jurisdictions to develop the regional 20+ year transportation plan and regional Transportation Improvement Program (TIP). In addition, SKATS' level of responsibility is related to the "transportation systems of regional significance" within the Salem-Keizer Urban Area including corridor and subarea studies. If needed, SKATS will participate in general corridor studies that extend beyond the SKATS study area boundaries; but SKATS staff would not necessarily take the lead role in those efforts. SKATS is also responsible for developing and maintaining the travel demand forecasting model for the region but depends on ODOT and the local jurisdictions for collaboration (e.g., review of the land use inputs into the travel model).

As stated above, SKATS works cooperatively with its member jurisdictions and agencies on a variety of planning studies that impact the regional system. This includes the regional planning studies in section I., Corridor and Area Planning studies in section II., interagency coordination in section V., and transit planning in section VIII. This UPWP provides a description of SKATS participation in these planning studies and activities as best known at the time of this UPWP development. However, as these studies get underway, the roles and tasks of SKATS and its partner jurisdictions may change, as needed, by mutual consent of SKATS and the cooperating agency/jurisdiction to complete the planning work. SKATS may also enter into agreements (formal and informal) for varying degrees of cooperation and support with other agencies such as ODOT or the other Oregon MPOs, which mutually benefit both SKATS and our partners.

In 2019, SKATS, ODOT, and the SAMTD approved an intergovernmental agreement (No. 32,794) that updated the roles and responsibilities for transportation planning in the MPO area to take into account changes in the federal FAST Act. (*See Appendix E.*)

## Organization of the UPWP Document and Agency Staffing

The UPWP is organized into eight sub-programs. These are:

- I. Regional Plans and Planning Activities
- II. Corridor and Sub-Area Plans and Studies
- III. Regional Project Programming
- IV. Regional Data and Modeling Program
- V. Interagency Coordination
- VI. Program Management and Coordination
- VII. Metropolitan Transit Planning
- VIII. ODOT Planning

Each of these sub-programs is described in more detail in the following sections of the UPWP. The organization of each sub-program section includes a budget table and program description; activities and products are listed either separately or together, depending on the nature of those activities/products. Pages 54-55 of this document contains two funding tables: the first shows the source of funds (Federal, State match, Local match) and federal funds type (PL, STBGP-U, 5303). The second table shows the allocation of funds to each of the eight sub-programs by fund type (PL, STBGP-U, and 5303 (federal funds plus match)). The appendices include the MPO Cooperative Agreement; the intergovernmental agreement between the MPO, ODOT, and Salem Area Mass Transit District (SAMTD); a map of the SKATS boundaries; and FHWA's and FTA's joint certification of SKATS planning process.

SKATS staff are employees of the Mid-Willamette Valley Council of Governments located in downtown Salem Oregon. SKATS staff are primarily responsible for the first six programs described in this UPWP. SAMTD staff are primarily responsible for transit planning in section VII of the UPWP with oversight by SKATS staff for the Federal Transit Administration (FTA) Section 5303 funds used. An ODOT Region 2 planner provides coordination tasks between the MPO and ODOT.

## Funding the Program

The work described in this document is funded via a mixture of federal, state, and local funds and is illustrated in **Table 4 (pg.54)**. SKATS receives an allocation of federal planning (PL) funds, as per the funding agreement between ODOT and the Oregon MPOs. Because the amount of annual federal PL funds is inadequate to fund the necessary planning activities, surface transportation block grant program urban funds (STBGP-U) identified in the SKATS TIP are also used for the activities described in this UPWP. There are also STBGP-U funds unspent from previous years that are used in this UPWP. Both PL and STBGP-U funds require a match of non-federal funds from local or state sources (10.27 percent of the total must be from non-federal funds). SKATS also receives about \$150,000 in Section 5303 funds for transit planning related work with the majority passed through to SAMTD to do regional and project-related transit planning. SAMTD provides the local match of 10.27 percent for the 5303 funds. The amount of PL, STBGP-U, and 5303 funds estimated for the eight program and sub-program tasks are illustrated in **Table 5 (pg. 55)**.

Some of the planning studies described in section II (Corridor and Area Plans and Studies) of this UPWP are funded with using STBGP-U funds from the SKATS TIP, or TGM grants, or ODOT's state/federal funds. SKATS staff uses STBGP-U funds from the UPWP to support these studies.



Lastly, the state or the local jurisdictions use their own state/local funds on studies that have regional transportation significance or are located on a regionally significant road. SKATS is often asked to assist or participate to a limited degree in these studies (e.g., reviewing and commenting on draft documents, providing transportation data or model forecasts, etc.). SKATS' assistance on these state- and locally-funded studies is covered as part of section V's interagency coordination budget.

The dollar amount listed in *Table 1* identifies the amount and source of funds that will be used by the MPO (SKATS), ODOT, and SAMTD in accomplishing these tasks. In addition, the estimate for each task is shown at the beginning of the eight sections of this document. The allocation of funds among tasks is approximate and will be reassigned during the timeframe of the UPWP, as conditions dictate.

## Summary of Major Planning Activities and Products in FY 2020-2021

Many of the activities listed in this year's UPWP are part of the continuing and recurring nature of metropolitan transportation planning. These activities include Policy Committee and TAC meetings, interagency and jurisdictional meetings, TIP development and monitoring (adjustments, coordination with ODOT's STIP, and project tracking), data collection, model refinements, and other activities that are on a regular cycle (producing draft and final RTSPs and TIPs on 4-year and 3-year cycles, respectively). See the end of this summary for a list of these activities. Major regional studies often stretch over several years with the UPWP providing background information on previous work and the work scheduled for 2020-2021. The lead agency is listed and expected deliverables and their dates are provided.

The major planning activities and products in the upcoming year are highlighted in the summary below. Details of this work are provided in later sections of this UPWP.

- In 2018, SKATS integrated federally required **Performance-Based Planning** in the updates of the SKATS RTSP and SKATS TIP. For the RTSP update, this included changes to the goals/objectives and the project selection process. The SKATS TIP now includes a chapter on the performance targets. Staff will continue to update and refine its use of performance-based planning in 2020-2021 in future updates to the RTSP and TIP, as well as other documents required of SKATS and our partner agencies. Included this year is working with SAMTD on their Transit Safety target development and support by the MPO. Data collection and other refinements for the Congestion Management Process will continue.
- The **Regional Transportation Systems Plan (RTSP)** is updated on a four-year cycle, and the update was adopted **on May 28, 2019**. Staff will also continue to gather and track the **data used as indicators and performance measures** for the goals and objectives of the adopted RTSP for use in subsequent planning updates and reporting. (More discussion is presented in Section I.)
- The **SKATS FY 2021-FY 2026 Transportation Improvement Program (TIP)** is scheduled to be adopted in May 2020, and normally goes through a complete update every 2-3 years. Amendments to the adopted TIP occur, and funding or projects evolve. The TIP now incorporates **FHWA/FTA performance measure requirements** into the project selection process and how implementation of the TIP is anticipated toward making progress toward achievement of targets. Section III. describes the ongoing monitoring and amendment of the TIP and STIP, as well as TIP project tracking to help ensure funds are obligated on time, plus CMAQ program administration for those projects funded with CMAQ funds).
- **Safety Planning** - Staff began collecting crash data in 2009 and have posted crash data on the SKATS website. ODOT developed their *Transportation Safety Action Plan (TSAP)* in 2016 and will

embark on an update that SKATS will follow. For 2020-2021, SKATS will organize a safety group comprised of staff from the local jurisdictions, ODOT, and other stakeholders to develop the parameters or framework for a Regional Transportation Safety Action Plan. The objective is to get an ODOT grant to develop a regional TSAP.

- 2020 and 2021 are likely to be crucial years where the state legislature, Governor, and state commissions will focus on climate change and greenhouse gas reduction. Staff will monitor this effort and work with SKATS Policy Committee on appropriate actions.
- **Corridor and Sub-Area Planning** - SKATS will assist our local government partners on two **corridor and sub-area studies** that affect the regional transportation system: the ***Keizer Growth Transportation Impact Study*** and the ***Cordon Road Corridor Study***, both of which are funded with STBGP-U funds from the SKATS TIP. SKATS will also participate as needed in Keizer's ***Wheatland Road Multimodal Corridor Plan***. Two ODOT studies along Interstate 5 will also occur: the ***Brooklake Interchange Area Management Plan*** and the ***I-5 Reconnaissance Project***. Both are scheduled to conclude in early 2021. ODOT is also working on alternative analysis for the **Highway 22 and Highway 51 interchange area** (based on the adopted the Highway 22 Facility Plan); this will be a two to three-year process and updates will be provided during the year.
- **Metropolitan Transit Planning** - the primary transit planning focus will be the development of a 20-year *Long-Range Transit Plan*. The plan will apply to all metropolitan and regional transit services. In addition, transit planning will continue analysis of service expansion enabled by the Statewide Transit Improvement Fund (STIF); coordinate on new developments use of transit service (e.g. at Mill Creek Corporate Center and the development of the State Hospital North Campus); coordinate with city of Salem's Our Salem study; continue development of green light extension and E-fare program; and other planning coordination with the MPO, ODOT, and local governments.

## Continuing Activities and Recurring Products

In addition to the plans, studies, and projects described above, there are multiple activities that are completed each year, or are done on a regular schedule (weekly, monthly, quarterly), or are continually updated and part of the MPOs function for transportation planning and coordination with ODOT, other MPOs, other state agencies, and our jurisdiction and agency partners. Many of these activities are described in more detail in the sections following this summary.

- **Public Participation (TIP, RTSP, other)**
  - Public Participation activities, as necessary
  - Updates to the MWVCOG website
  - Title VI activities, and Title VI and Public Participation Accomplishment Report
- **TIP Development and Maintenance**
  - Coordination with ODOT on STIP amendments and ODOT's Financial Plan
  - "Annual Listing of Federally Obligated Transportation Projects" inside SKATS report
- **Modeling and Data**
  - Travel Demand Forecasting Model improvements
  - Sharing and support of the travel model and population and employment forecasts to agencies/consultants
  - Updates of the regional inventories
  - Collecting traffic count (motorized and non-motorized) data for use in the travel demand model

- as well as for planning studies
  - On-going collection and analysis of data related to the Congestion Management Process (CMP)
  - Upkeep and sharing of the regional land use database and land use forecasts
  - Updates of the geodatabase of transportation projects
  - Crash Information updates on the website
- **Interagency Coordination**
  - Coordination with local jurisdictions, the Salem Area Mass Transit District, and Salem-Keizer School District, and other agencies
  - Coordination with state agencies (primarily ODOT and DLCD)
  - Consultation with tribal governments
  - Transportation Issues shared with MWVCOG members (“COG Connections”)
  - Participation in the Oregon Modeling Steering Committee and its subcommittees
  - Participate and attend meetings of MPO/Transit Managers and OMPOC (Oregon MPO Consortium)
  - AQCD interagency coordination with EPA, DEQ, ODOT, and other agencies
- **Program Management and SKATS Committees**
  - Annual MWVCOG/SKATS budgets
  - Financial planning with ODOT
  - Development of next SKATS UPWP
  - Review and process IGA(s) with ODOT
  - Monthly agendas, minutes, and meeting notices of the SKATS Policy Committee (PC) and SKATS Technical Advisory Committee (TAC)
  - Semi-annual and annual reports and invoices to ODOT
  - Annual and quarterly reports to the MWVCOG Board
  - Coordination and participation with other MPOs – quarterly meetings and OMPOC meetings.
  - Self-certification of the metropolitan planning process with submission of a newly adopted TIP (about every 3 years)
  - Coordination with FHWA, FTA, ODOT on quadrennial planning reviews and addressing corrective actions (as needed)
  - Consultation using the SKATS adopted Consultation Process
  - Staff development and training

Table 1: UPWP Program Cost Estimates, Federal Funds, and Match Rates

<b>UPWP Program Cost Estimates (consistent with 23 CFR 420.111)</b>							
Program Section and Name	Federal Funds, PL	Federal Funds, STBGP-U	Federal Funds 5303	State and Local Match Rate	State Match	Local Match	Total
I. Regional Transportation Planning Program	173,179	94,217	0	10.27	21,362	9,243	298,000
II. Corridor and Area Plans & Studies <sup>1</sup>	0	74,476	0	10.27	1,218	7,306	83,000
III. Regional Project Programming	0	183,947	0	10.27	3,008	18,046	205,000
IV. Regional Modeling and Data Program	188,433	109,453	0	10.27	23,357	10,738	331,980
V. Interagency Coordination	44,865	0	13,113	10.27	5,135	1,501	64,614
VI. Program Management and Coordination	97,898	107,676	35,892	10.27	12,965	14,671	269,103
VII. Metropolitan Transit Planning	0	0	120,000	10.27	0	13,734	133,734
<b>Fund Source Total</b>	<b>\$ 504,375</b>	<b>\$569,768</b>	<b>\$169,005</b>		<b>\$67,044</b>	<b>\$75,240</b>	<b>\$1,385,431</b>

<sup>1</sup> Corridor and Sub-area plans also receive federal funds and local match as part of the SKATS 2018-2023 Metropolitan Transportation Improvement Program. See Section II that shows the federal funds, local match, local match rate, and total funds for these planning activities.

**Table 2: Status of MPO Documents**

<b>Status of SKATS MPO Documents</b> (by chronological order of updates)		
<b>Plan Name</b>	<b>Last Update</b>	<b>Next or Future Updates</b>
Annual Listing of Obligated Projects Report	FY2019 Obligation Report – December 2019	December 2020
Unified Planning Work Program (UPWP)	2019-2020 UPWP adopted April 2019	April 2020: 2020-2021 UPWP
Title VI Plan	Endorsed by SKATS Policy Committee in November 2019	2023
Metropolitan Transportation Plan (MTP) (aka RTSP)	2019-2043 RTSP adopted May 28, 2019	May 2023: 2023-2047 RTSP
Air Quality Conformity Determination for RTSP	Approved by FHWA/FTA on February 26, 2016 for 2015-2035 RTSP update; Approved for 2019-2043 RTSP by letter from FHWA/FTA of March 2, 2020.	May 2023: as part of future RTSP update
Metropolitan Transportation Improvement Program (MTIP)	FY 2021-2026 MTIP scheduled to be adopted April or May 2020 FY 2018-2023 TIP adopted on April 25, 2017, updated November 27, 2018	April 2023: FY 2024-2029 MTIP adoption
Air Quality Conformity Determination for FY 2018-2023 TIP	Approved by FHWA/FTA on October 3, 2018	Summer 2020: as part of 2021-2026 MTIP update
Public Participation Plan	November 28, 2017	2021 (policy is to re-adopt every four years)
TMA Planning Certification Review (USDOT)	Certification Issued November 18, 2016. Summary Report May 24, 2017.	June 2020

**Table 3: Local Jurisdiction within SKATS - Transportation System Plans Status**

<b>Jurisdiction</b>	<b>Transportation System Plan</b>	<b>TSP's next update &amp; notes</b>
City of Salem	Last amended January 13, 2020	Coordinated with “Our Salem” project (likely update in 2021-22)
City of Keizer	Major update: 2009. Revised June 2014	No current schedule for an update
City of Turner	Section 9.700 of Comprehensive Plan updated in 2011	No current schedule for an update
Marion County	Last adopted 2005 Partially updated 2012	Future update and re-adoption, TBD
Polk County	Last adopted in 2009 Partially updated in 2004	No current schedule for an update

## SKATS Certification Review and Corrective Actions

As an MPO with population over 200,000 persons, the MPO is classified as a Transportation Management Agency (TMA). Every four years, a team from the Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) conduct a Certification Review of the Transportation Planning Process for the TMA.

A certification review was held in October 2016 among FHWA, FTA, staff from the SKATS TMA, as well as staff from ODOT and Salem-Keizer Transit (Cherriots). The public was also invited to sessions with the FHWA and FTA on October 11 and October 13. Following the meetings, FHWA and FTA sent a joint letter to SKATS on November 18, 2016 (See **Appendix B**) which stated that *“the overall conclusion of the Certification Review is that the planning process for the Salem-Keizer TMA complies with the spirit and intent of Federal metropolitan transportation planning laws and regulations under 23 USC 134 and 49 USC 5303, subject the findings in the certification report.”*

FHWA and FTA issued the final Certification Report on May 24, 2017. The report noted that the 2012 Certification Review had six (6) corrective actions and that SKATS addressed all of them. The 2016 Certification Report findings included five (5) corrective actions, eleven recommendations, and one commendation. Over the four years SKATS has worked with ODOT, FHWA, and FTA and made the necessary changes to documents and procedures to address these corrective actions. The Policy Committee has adopted updated plans that incorporate these changes. In their most recent review of the corrective actions, SKATS and ODOT submitted a letter and table (See **Appendix C**) documenting how SKATS has met four of the five corrective actions with its most recent plans and will be finalizing changes to the Congestion Management Process in 2020.



## I. Regional Plans and Planning Activities in SKATS

Work Items	PL funds  Includes match	STBGP-U funds  Includes match	5303 funds  Includes match	Total Budget Estimate
Public Participation Program	30,000	10,000		40,000
Performance -Based Planning	50,000	20,000	-	70,000
Regional Transportation Systems Plan (RTSP), CMP, ITS	30,000	20,000		50,000
Regional Safety Planning	80,000	40,000		120,000
Transportation Conformity Determinations	3,000			3,000
Strategic Assessment <i>[conditional]</i>	-	5,000	-	5,000
Safe Routes to School Planning		10,000		10,000
Subtotal	<b>\$193,000</b>	<b>\$105,000</b>	-	<b>\$298,000</b>

The core activities and products for addressing regional transportation planning in the Salem-Keizer area are described in this section. Over the last several years, a primary task for SKATS staff was integrating **performance-based planning** into SKATS' existing planning activities and plans, as required by MAP-21 and FAST Act (and in 23 CFR §450.300). The two main products that are reviewed by the public -- *the Regional Transportation Systems Plan (RTSP) and the Transportation Improvement Program (TIP)* -- represent the long-range and short-term guiding documents for transportation investments, respectively. The recent updates of the RTSP (in 2019) and TIP in (2020) were developed to comply with **performance-based planning** regulations and the latest FHWA/FTA guidance documents.

### A. Public Participation Program (PPP)

#### Program Description

23 CFR §450.316 requires the development and use of a documented public participation plan. Statewide Planning Goal #1 (OAR-660-015-0000(1) requires developing a citizen involvement program for planning. The PPP was adopted in April 2013, with revisions adopted in May 2017 and November 2017. The most recent PPP is available on the MWVCOG website at <http://www.mwvcog.org/programs/transportation-planning/skats/public-participation/>. The next update of the PPP is schedule for Spring 2021.

The PPP identifies the types of public involvement activities to be utilized for the RTSP, TIP, amendments to those documents, and other SKATS activities to ensure that the public has awareness and the opportunity to comment on planning studies and draft plans developed by SKATS. The PPP also complies with other provisions of federal and state law including Environmental Justice Executive Order 12898.

To implement public participation, SKATS uses the MWVCOG's website, interactive-mapping tools, and social media as well as more traditional methods such as presentations to

citizen groups, neighborhood associations, publication of brochures, and open houses (particularly coordinating at events by local public partners).

#### Activities

- As necessary, conduct public participation on RTSP and TIP amendments and updates, following the process documented in the PPP.
- Document PPP activities and use the PPP's Measures of Effectiveness (MOE) for public participation. The MOE table list tools, evaluation criteria, objectives, and methods to meet PPP objectives.
- Continue to use and maintain the MWVCOG website to post SKATS committee agendas and minutes, post updates of documents, and provide other SKATS-related information.
- Continue to identify innovative public outreach and engagement techniques as appropriate.
- Discuss with TAC and Policy Committee any revisions for an updated PPP.

#### Products

- Produce public participation materials for any major amendments to the RTSP or TIP, as necessary.
- Update the PPP as necessary (scheduled for July 2021).
- The MWVCOG is planning a full upgrade of its website's look and feel. SKATS staff will participate in that upgrade and look for ways to improve public access to transportation information.
- The use of informational materials, participation activities, media placements, internet postings, etc. will be documented and provided to ODOT in a SKATS Annual Accomplishment Report on Title VI and Public Participation activities for the year (delivered by October 2020).

### **B. Performance-Based Planning (PBP)**

MAP-21 introduced important changes to how federally funded transportation planning will be conducted. It mandated a **performance-based planning and programming (PBPP) paradigm**, which specifies data-driven project selection and tracking of the performance of the regional system for better accountability and transparency of how federal funds are spent. All RTSP/TIP plans or amendments adopted after May 27, 2018, need to be compliant with PBPP requirements. As part of PBPP, **a set of national goals** were defined with the associated performance measures to track progress toward meeting these goals.

There are three highway/road-related groups of performance measures and two transit-related groups. (*See table below.*) The rules and measures were finalized in 2016 and 2017 by FHWA and FTA. SKATS established the initial targets for each of the performance measures in consultation with ODOT or SAMTD and chose to support the targets either

ODOT or SAMTD selected. (*See table below.*) The TIP was updated to include the adopted targets and included a discussion of how the projects in the TIP are helping to achieve the targets. Deadlines for initially setting SKATS targets and how frequently they need to be updated are illustrated in the table below.

During the 2020-2021 fiscal year, SKATS will coordinate with both ODOT and SAMTD, as appropriate, to either establish the remaining targets for use in the SKATS area or to track and report on the targets that have been previously defined. During this UPWP period, SKATS staff will continue the process to inform and work with the Policy Committee, the TAC and the public about the change to performance-based planning and how that will change the development of the RTSP and TIP. This work will continue into subsequent years.

The following information illustrates a summary of the Performance Measures applicable to the SKATS TMA; when ODOT, SAMTD, and SKATS targets are due; and how often the target is required to be updated.

<b>Performance Measure</b>	<b>Performance Measure Information</b>	<b>ODOT or SAMTD Initial Targets due</b>	<b>SKATS Initial Targets due</b>	<b>MPO updates required</b>	<b>SKATS Specific Target or Support ODOT/SAMTD Targets</b>
Safety	Five required measures with targets	Aug 31, 2017	Feb 27, 2018	Every year	ODOT
Pavement & Bridge	4-year targets for Interstate pavement, non-interstate NHS pavement, NHS bridge	May 20, 2018	Nov 16, 2018	Every 4 years - 2022	ODOT
System Performance	4-year targets for NHS travel time reliability, Freight reliability, and CMAQ Traffic Congestion and On-Road Mobile Source Emissions	May 20, 2018	Nov 16, 2018	Every 4 years - 2022	ODOT
Transit Related Safety	Three required measures with targets	July 20, 2020	January 16, 2021	Every year	SAMTD
Transit State of Good Repair	Conditions of buses and facilities/capital equipment	January 1, 2017	June 30, 2017	Every year	SAMTD

### Activities

1. Discuss potential targets for the federal performance measures, as appropriate, for Safety, Transit Safety, and Transit State of Good Repair.
2. Updates to the RTSP and TIP will document how projects added to those documents help to achieve SKATS' Performance Targets.

### Products

- Review targets for Transit Related Safety and support. [by November 2020 (due to Policy Committee meeting schedule)]
- Review targets for Transit State of Good Repair [by June 2021]

## **C. Regional Transportation Systems Plan (RTSP)**

### Program Description

The adopted SKATS Regional Transportation Systems Plan (RTSP) represents the MPO's transportation goals and objectives, performance targets, and recommended investments in transportation for the regionally significant transportation systems in the Salem-Keizer urban area. The RTSP complies with the federal regulations (23 CFR 450.324) on the development and content of a metropolitan transportation plan. The RTSP provides coordination and guidance for implementing agencies such as ODOT and the local jurisdictions to provide a multimodal, region-wide transportation system that is effective, efficient, and sufficient to meet the needs of the Salem-Keizer area. Key points about the RTSP are as follows:

- The RTSP is required to have 20-year or longer horizon: The population forecast totals for the Salem-Keizer UGB and Turner UGB are provided by the Oregon Population Forecast Program (which is run by the Population Research Center at Portland State University). Employment forecasts use a combination of Oregon Employment Department forecasts and the most recent regional and city of Keizer Economic Opportunity Analysis reports. Allocation of those forecasts to sub-areas and transportation analysis zones are based on the currently adopted comprehensive land use plans of the local jurisdictions in SKATS.
- The RTSP is updated every four years using the latest information on current and projected demographics, travel demand, and economic forecasts, as well as to comply with changes to transportation, land use, environmental, or other federal and state regulations, and changes in local land use and transportation policies.
- The RTSP is consistent with the transportation systems plans (TSPs) adopted by the local jurisdictions, transit plans adopted by the Salem Area Mass Transit District (SAMTD), and statewide and facility plans adopted the Oregon Transportation Commission (e.g., Oregon Freight Plan and Highway 22 Facility Plan).
- The RTSP's financial projections are coordinated with ODOT's financial projections of federal and state dollars likely to be available to the SKATS area over the 20-year horizon of the RTSP. These assumptions are reviewed and updated every four years. SKATS also works with the local jurisdictions and SAMTD to update their financial

- projections.
- The 2019-2043 RTSP contains an updated set of goals, objectives, and indicators; the latter allowing the region to track progress toward accomplishing the RTSP goals. Some of these indicators have data, but others do not; therefore, SKATS staff will need to find methods to collect this information and provide updates to the SKATS committees.
- For the 2019 RTSP update, a set of federally required **performance measures** was included, as well as presenting the baseline data and tracking the region's progress toward meeting the target. (*See Section I.B. for details.*)
- The RTSP is developed to be in compliance to Performance-Based Planning objectives that were a major focus of the two latest federal surface transportation bills: "Moving Ahead for Progress in the 21<sup>st</sup> Century" (MAP-21) [2012] and the "Fixing America's Surface Transportation" (FAST) Act [2015] as was mentioned in *Section I.B.*

The most recent U.S. Department of Transportation Planning Certification Review of SKATS (May 2017) identified a few corrective actions to complete as part of the RTSP update. SKATS adopted a new RTSP in 2019 with changes to address the corrective actions, and ODOT has acknowledge that the corrective actions have been met.

#### Activities and Schedule

The 2019-2043 RTSP was adopted on May 28, 2019; and the next update is scheduled for adoption in May 2023. During FY 2020-2021, staff work on **the RTSP will focus on collecting new data, undertaking data analysis, and tracking regional performance measures and indicators** with the objective of analyzing and evaluating the condition and operations of the regional transportation system. These tasks are described in the Congestion Management Process (CMP), Safety Planning, Regional Modeling and Data Program (*Section IV*) and Metropolitan Transit Section (*Section VII*). The tracking and analysis of this data, plus the corridor and area studies scheduled for the next several years, will help to identify transportation issues, policies, and solutions that impact the next RTSP update. In addition, SKATS staff will participate in the Long-Range Financial Projections led by ODOT with the completion of the report before June 2021.

As part of the regional planning process, SKATS coordinates with ODOT, SAMTD, and the local jurisdictions in development of transportation plans and studies of regionally significant facilities. (For example, in 2020, SKATS is assisting city of Salem in their multi-year "Our Salem" project for updating the city Comprehensive Plan.) During the year, SKATS staff is regularly asked participate on technical committees and/or assist in the development and review of these planning studies, including activities such as providing current and forecast land use- and travel demand-data from the regional model; reviews of technical reports and draft and final plans for their potential impact on the regional transportation system. Some of these plans (either in at the draft or final stage) will be discussed at the SKATS TAC and Policy Committee meetings. As these plans or activities are developed and adopted by the local jurisdictions and agencies, they will be incorporated as part of the "latest planning assumptions," as required by 23 CFR 450.324, that will be used in the population and employment forecasts, travel model inputs, and proposed transportation. (*See Section IV for specific tasks.*)

In preparation for the next update of the RTSP (the 2023-2047 RTSP), SKATS will be following the development of the "Our Salem" comprehensive plan update including assisting in modeling services for the city's Our Salem scenarios. Over the next two years, it is expected that the Salem City Council will initially endorse a preferred land use map, and

later adopt that map, which will set the stage for possible changes to land use assumptions used in in the RTSP.

If needed, SKATS will process amendments to the RTSP (using the process in the PPP). Currently there are no anticipated projects that would require an amendment to the RTSP.

*Note: Chapter 9 (Outstanding Issues) of the SKATS RTSP describes topics that impact the long-range transportation plan. Not all of these issues can be adequately addressed by planning by the MPO as they require significant policy solutions outside of SKATS' control. For those topics that can be addressed by regional planning, they will be addressed in this, and future, UPWPs.*

### Products

- Update indicator data, as data is collected or made available.
- As needed, presentations to TAC and Policy Committee of transportation studies of regional significance conducted by ODOT, the local jurisdictions, and SAMTD.

#### ***i. Congestion Management Process (CMP)***

The Congestion Management Process (CMP) includes the identification of areas with existing vehicle congestion, forecast of future congestion, identification of strategies to address the congestion areas, and defines how to monitor the effectiveness after implementation of strategies. The CMP was updated in 2019 to address the corrective action identified in the 2017 Planning Certification Review, along with ideas from the MPO Peer Review that took place in November 2018 and input from a local jurisdiction working group.

During 2020-2021, additional work will take place to make the CMP more relevant and useful to the SKATS Policy Committee, TAC, and the public. This will include investigating ways of presenting the corridor-based data on the MWVCOG website in a manner that is understandable to policymakers and the public. The city of Salem is also interested in starting a regional dialog with the community of what is acceptable (or unacceptable) travel times along the major corridors.

A CMP is reliant on having accurate data on traffic conditions and volumes. SKATS has continually worked over the years to develop the MPO's data collection and analysis capabilities. For about a decade, SKATS and city of Salem staff have collaborated to collect traffic counts via traffic video cameras on the major regional arterials. Since 2017, SKATS has used ODOT's iPEMS analytical package (that uses third-party collected data) for analyzing travel time on the CMP corridors. In 2019, the city of Salem used federal funds to install Bluetooth readers along a subset of the corridors for measuring vehicular travel time.

As SAMTD completes their rollout of new ITS equipment on their fleet and the required back-end processing, SKATS will work with the transit district on investigating the resulting transit ridership data to enhance the performance measures tracked for each corridor.

### Activities



1. Use the revised SKATS CMP to analyze congestion and develop strategies.
2. Report and analysis of travel times along CMP corridors using data from ODOT and/or FHWA – See also **Section IV C.** – System Monitoring and Reporting (Activity #4)
3. Revise, as necessary, any reporting that will change with ODOT’s switch from iPeMS/HERE to RITIS/INRIX (See **Section IV.B** for details).
4. Continue to coordinate with city of Salem as they collect data with Bluetooth readers.
5. Work with the SAMTD to devise means of capturing, analyzing and presenting transit ridership and other collected data to support analysis of the CMP corridors.
6. Work with the city of Salem and SKATS TAC to determine the means, methods, and schedule for engaging the public to discuss acceptable travel times on regional corridors.
7. As needed, refine the CMP following the activities in the Action Plan.

#### Products

- The SKATS CMP will be revised as new data is collected and strategies evaluated and adjusted. The focus in 2020-2021 will be on including the data collected by the Bluetooth readers installed by the city of Salem and exploring the data that is captured by the ITS equipment installed on the public transit buses of the SAMTD.

#### *ii. Metropolitan Intelligent Transportation System (ITS)*

The Salem Metropolitan Area Intelligent Transportation System (ITS) Plan is considered a supporting document for the SKATS RTSP. The ITS Plan was adopted in 2005, and the project list was last revised in 2017 in preparation for the 2019- 2043 RTSP. The next update to the project list will be started in late 2021 in preparation for the 2023-2047 RTSP.

#### Activities and Products

- Updates, as necessary.

### **D. Regional Safety Planning**

#### Background

For many years, transportation projects that are intended to increase safety have been assigned the highest priority during the selection process for the SKATS RTSP and TIP, and a significant share of the funds go to projects that improve safety for all users. In addition, both ODOT and the local jurisdictions have funded and implemented numerous safety infrastructure projects within the SKATS area. Despite these efforts, between 2007 and 2016 the total number of crashes in the SKATS area increased by 54%, and number of crashes that resulted in injuries increased 84%. (See Chapter 9 (Outstanding Issues) of the RTSP for more information). This corresponds to increases at the state and federal levels.

In compliance with the FAST Act, states are required to use a data-driven, strategic, and performance-focused approach to improving safety for all users on all roads. State DOTs and MPOs are expected to use safety data to inform their transportation planning and programming decisions and direct investments that will result in the greatest possible reduction in fatalities and serious injuries. States, transit agencies and MPOs are required to

**establish safety performance targets** and are expected to make significant progress towards reducing fatalities and serious injuries for all modes. *(See section I.B: Performance Base Planning for more information.)*

To better understand this safety issue, in 2009, SKATS began **collecting and summarizing data of crashes** within the MPO. In 2017-2018, SKATS developed informational dashboards on the MPO's website that provided graphic displays of crash information by severity, crash causes, trends over the years, etc. using ODOT-provided crash data and Tableau software. In response to an increase in pedestrian crash fatalities, in 2017, the city of Salem completed a Pedestrian Safety Plan; and in 2018/2019, Salem developed a program (Safer Pedestrian Crossings Program) to solicit public requests for protected crossings and a process to systematically rank those requests for implementation.

In the Salem-Keizer area, there are organizations that are doing good work but are disconnected and not operating with complete information. There has never been a systemwide analysis of crash data, nor an effort to create a comprehensive transportation safety action plan which could provide direction and collaboration. MPOs can provide this role in different ways. A good example is the Mid-America Regional Council (MARC) –the Kansas City area MPO – that created “Destination: Safe Coalition,” that uses the collective impact model that focuses on getting results through collaboration. The coalition has members from the fields of law enforcement, safety advocacy, engineering, public health, health care, transportation planning, emergency response, research science, behavioral science and other professional sectors. Together the Coalition developed a Regional Blueprint that supports the state's Strategic Highway Safety Plan.

In order to develop a more comprehensive approach to safety, it is proposed to start work on developing a **Regional Transportation Safety Action Plan**. This could be for the SKATS area or extend out to include either Marion and/or Polk Counties if they are interested in being partners. ODOT's annual Traffic Safety Performance Plan – as part of its Community Traffic Safety grant program – includes funds to support city, county, and regional Transportation Safety Action Plans such as the Central Lane MPO's “Lane Safe Community,” Deschutes County Regional Safety Plan, and the city of Bend / Bend MPO's Transportation Safety Action Plan. Work by the MPO would be to partner with the local jurisdictions – city(s) and county(s) – and develop a grant proposal to ODOT's Transportation Safety Division to develop a TSAP.

### Activities

The initial activity for 2020-2021 is to organize a safety group comprised of staff from the local jurisdictions, ODOT, and other stakeholders to develop the parameters or framework for a Regional Transportation Safety Action Plan. This safety group will review recent TSAPs completed in Oregon or out-of-state and determine what elements are most applicable to the region plus other specific needs of the SKATS area. The approved parameters/framework would form the basis for a grant proposal to ODOT's Transportation Safety Division to develop the TSAP.

The following are other safety-planning related tasks proposed in FY 2020-2021. Completion of some of these tasks will depend on the cooperation and resources of other agencies.

1. Update the data needed to determine the targets for the federal safety performance measures; present to the SKATS Policy Committee.

2. Update the Tableau crash data dashboards on the MWVCOG website.
3. Continue to review crash data and do analysis, as needed.
4. Make other improvements to the MWVCOG website (such as Infographics, locations of safety improvements, etc.) to communicate crash information.
5. Attend safety training workshops, webinars, etc.
6. Discuss collaborations with ODOT, SAMTD, and local jurisdictions on safety education and messaging initiatives.
7. Provide support for new Safe Routes to School program.

Lead: SKATS

#### Products

- Transit Safety Performance targets. (November 2020)
- Highway Safety Performance targets. (February 2021)
- Updated Tableau Crash Dashboards and maps.
- Meeting summaries of new safety group.

### **E. Transportation Conformity Determinations**

#### Program Description

In order to gain federal approval of the region's transportation planning and programming documents (RTSP, TIP), SKATS must consult with state and federal agencies (“transportation conformity”) regarding the expected air quality impacts of the RTSP and TIP. Without **Transportation Conformity Determinations** of the RTSP and TIP, developed following state and federal regulations and requiring approval by USDOT, the region would be ineligible to expend federal transportation dollars to implement the investments called for in those planning and programming documents.

Based on the requirements under the carbon monoxide (CO) limited maintenance plan, transportation conformity determinations for the SKATS RTSP and TIP do not require a regional air quality emissions analysis each time a new transportation plan or TIP is approved or amended. However, as a maintenance area, transportation conformity determinations are still required and must demonstrate that the plan and TIP are fiscally constrained and must meet the criteria for consultation and public involvement.

The most recent FHWA and FTA Air Quality Conformity Determinations (AQCD) were issued on February 26, 2016, for the 2015-2035 Regional Transportation Systems Plan (RTSP) and on September 29, 2017, for the FY 2018-FY 2023 Transportation Improvement Program (TIP). The AQCD for the 2019-2043 RTSP was submitted to FHWA and FTA in May 2019, and the two agencies submitted comments in October 2019.

#### Activities and Products

- Prepare AQCD for any TIP or RTSP amendments (as necessary).
- Continue interagency conformity consultation discussions with federal, state, and local agencies (as necessary).
- Monitor EPA changes to the federal transportation conformity regulations, NAAQS (including possible new ozone standards), and MOVES model.

## F. Strategic Assessment

### Background

In January 2017, the Land Conservation and Development Commission (LCDC) updated the greenhouse gases (GHG) reduction rules and targets for Oregon's metropolitan areas. Current state rules (as of 2019) require only Portland Metro to develop and adopt a plan that reduces future emissions of GHGs from light vehicles. For the other metropolitan areas in Oregon, plans to reduce GHGs are voluntary. In the past, ODOT and LCDC have provided assistance if a metropolitan area chose to do a strategic assessment for reducing GHG. In 2018 staff from SKATS, city of Salem and others MPOs and local jurisdictions participated on a rule making advisory committees created to develop changes to the Transportation Planning Rule – primarily concerning GHG reduction -- however those rule changes were not adopted by LCDC.

In a September 2019 letter to four state commissions and departments, Governor Brown reiterated her policy to reduce GHG emissions from the transportation sector, including establishing GHG emission reduction performance measures, implementing changes to the Transportation Planning Rule, and financial and technical assistance to metropolitan jurisdictions to craft transportation/land use scenario plan(s) that meet the GHG reduction targets. The specific next steps by the four commissions/departments have yet to be determined.

### Activities and Products

1. SKATS staff will monitor work on this issue by the Land Conservation and Development Commission and Oregon Transportation Commission and their related departments and keep the TAC and Policy Committee updated.
2. This UPWP does not commit SKATS to doing a Strategic Assessment or related work toward GHG reduction planning. Should the SKATS Policy Committee and/or the local jurisdictions in the metropolitan area agree to undertake a Strategic Assessment, it would require ODOT and DLCD to be the lead agencies and do the majority of the work; SKATS staff would provide the data inputs to the strategic model and/or review the model outputs and reports.

## G. Safe Routes to School

### Background

Since October 2018, a Salem-Area Safe Routes to School (SRTS) Steering Committee has met regularly to coordinate on a SRTS program and develop a SRTS *Visioning Plan*. SKATS and the Salem-Keizer School District are jointly participating in running a Safe Routes to School (SRTS) program for the Salem-Keizer area. The program is funded by a state SRTS non-infrastructure grant for three years (2020-2022) plus some additional STBG funds from the SKATS TIP. Additional funds from the SKATS TIP are proposed to fund the program for the years 2023-2025. Initially, the program will focus on five schools (Phase 1) and three to four additional schools starting in year 3 (Phase 2), as resources allow. The funding has been used to hire a SRTS coordinator and will also be used for SRTS-related programs at the selected schools.

### Activities and Products

1. Using the SRTS non-infrastructure federal grants and STBG funds in the TIP, the MWVCOG's SRTS Coordinator will develop a Safe Routes to School program that educates elementary school students on safety when walking and biking; it also includes encouragement activities for students (and families) to walk and bike to school as an alternative to driving to and from school.
2. Action plans for the schools will identify needed infrastructure and safety solutions.
3. Additional PL and/or STP funds from the UPWP will allow other SKATS staff to assist in the administration and interagency coordination for the program including ways to expand the program to more schools in the SKATS area.

## II. Corridor and Sub-Area Plans and Studies

<b>UPWP Work Items</b>	<b>PL Funds (includes match)</b>	<b>STBGP-U Funds (includes match)</b>	<b>5303 funds (includes match)</b>	<b>Total Budget</b>
Cordon Road Corridor Study and Management Plan	0	25,000	0	25,000
City of Keizer: Growth Transportation Impacts Study	0	10,000	0	10,000
Brooklake Rd. Interchange Area Management Plan	0	25,000		25,000
I-5 Reconnaissance Plan	0	1,000		1,000
OR22 at OR 51	0	2,000		2,000
Wheatland Road Corridor Plan	0	20,000	0	20,000
<b>total</b>	<b>0</b>	<b>\$83,000</b>		<b>\$83,000</b>

<b>Corridor Planning work for local agencies</b>	<b>STBGP-U Funds in MTIP (includes match)</b>	<b>ODOT's TGM Program (includes match)</b>	<b>Total Budget</b>
Cordon Road Corridor Study and Management Plan (Marion County) KN 20744	205,000	0	\$205,000
City of Keizer: Growth Transportation Impacts Study KN 20742	195,500	0	195,500
Wheatland Road Corridor Plan	218,361		218,361
<b>total</b>	<b>\$400,500</b>	<b>0</b>	<b>\$400,500</b>

Corridor and sub-area planning studies are undertaken to identify land use and/or transportation issues, identify and evaluate alternatives, and determine (as warranted) recommended infrastructure projects that should be included in state and local transportation plans and the SKATS RTSP. Some of these corridors and sub-areas were identified in previous versions of the SKATS RTSP as “outstanding issues,” while others were more recently identified for study by the local jurisdiction or region.

23 CFR 450.318 states that “an MPO(s), State(s), or public transportation operator(s) may undertake a multimodal, systems-level corridor or subarea planning study as part of the metropolitan transportation planning process.” Planning studies are meant to provide the analysis, public discussion, and agency review that is necessary to identify a preferred solution. Some of the following planning studies require work over several years or in separate phases, due in part to staff workload but also due to the necessary processes to collect information, conduct analysis, develop options, and gather stakeholder and public input and jurisdictional approvals.



While SKATS is not the lead agency for these studies, all these studies use federal funds and need to be listed in the regional UPWP. SKATS staff are usually involved in some capacity for most of these studies, either on a study's project management team, reviewing and commenting drafts of the planning study documents, and providing land use and/or transportation data including future year travel demand forecasts from the SKATS travel demand model. Even for studies where SKATS doesn't have specific activities, the results of the studies are of interest to SKATS as they generate recommended projects to be considered for inclusion to the RTSP.

#### **A. Cordon Road Corridor Study and Access Management Plan – KN 20744**

##### Program Description

This work will develop a ***Cordon Road Corridor Study and Access Management Plan***. The total length of the combined Cordon/Kuebler corridor is 16.9 miles (beginning at Viewcrest Drive in south Salem and ending at the Chemawa Interchange at Interstate 5 in Keizer.) The length of the corridor as defined for this study is approximately 10.1 miles with 2.9 miles in the city of Salem, and 7.2 miles in the county. The study termini are **Chemawa Rd at I-5** in the north and **Cordon Rd at Aumsville Hwy / Lancaster / Kuebler Rd** intersection in the South.

The intent of the Corridor Plan is for Marion County and city of Salem to have a common agreement on the ultimate purpose of Cordon Road (both regionally and locally), including access management, number of lanes, and non-automobile facilities along the corridor. Therefore, the majority of the work for the Corridor Management Plan is policy discussion, consideration of options, and final agreement between the two governments, not engineering analysis.

This project was identified through the TIP development process and was added to the TIP in April 2017. The study is funded from the adopted 2018-2023 SKATS TIP using \$180,000 in STBGP-U funds plus \$25,000 in local match (Key No. 20744). Activities by Marion County and consultants will be funded by this Key Number. SKATS will assist the county using STBGP-U funds from the UPWP.

##### Activities

SKATS' role will be determined as the scope of work is being prepared (January 2020) and refined after the RFP and contract is negotiated. As of this writing, it is expected that SKATS will be a member of a Project Management Team and provide data for the study (as needed).

##### Products

Lead: Marion County

Status: Scope of work and IGA to be completed in June 2020. Once a consultant is selected, the study duration is expected to be 12-16 months with the study completed in the summer of 2021.

Deliverable: ***Cordon Road Corridor Study and Access Management Plan***

## **B. City of Keizer Growth Transportation Impacts Study**

### Program Description

The Keizer Growth Transportation Impacts Study is a planning study to evaluate transportation impacts of different growth scenarios in Keizer: expand the UGB, export growth to other parts of the shared UGB, significantly increase development density within Keizer, or a blend of the three approaches. This study will examine the relative impacts through conceptual design of transportation infrastructure and through modeling of potential impacts. Community involvement is an important component of this project. This project will use consultant services.

This study builds from the “Workshop on Future Growth Opportunities for City of Keizer” (a TGM-funded study that was completed in March 2018) and the Keizer Revitalization Plan (completed and adopted in 2019.). The Growth Transportation Impacts Study will evaluate three specific scenarios and document the costs and impacts to the transportation system for each scenario.

This project was identified through the TIP development process and was added to the TIP in April 2017. The study is funded using \$195,000 in STBGP-U funds (Key No. 20742) in FY2019 from the adopted FY 2018-2023 SKATS TIP. Activities by city of Keizer and project consultants will be funded by this Key Number. SKATS will use STPBG-U funds from the UPWP.

### Activities

1. SKATS’ will provide census data, plus current and forecasted housing and employment data.
2. SKATS will assist with the modeling work, as requested.

### Products

Lead: City of Keizer

Status: IGA No. 33295. Scope of work and RFQ release in Fall 2019. According to Keizer staff, planning work is expected to start in October 2019, with completion in 2020

Deliverables: Project memorandums provided by the selected consultant as per contract

## **C. Brooklake Road Interchange Area Management Plan**

### Program Description

The current interchange of I-5 and Brooklake Road has been identified as an Outstanding Issue in the SKATS RTSP for several updates. The off-ramps to Brooklake Road are currently controlled by stop signs, and the geometry of the interchange reduces the sightlines at the ramps. The interchange serves a trucking company and a truck stop on the west side and is used by residents of northern Keizer and the community of Brooks as the means to access I-5.

The purpose of the study is to identify what modifications should be made to the interchange and the local road network to meet the mobility needs while satisfying

regional safety and mobility goals. The planning study is expected to start in early 2020 and be completed by May 31, 2021.

#### Activities

SKATS' role will include being a member of a Project Management Team and providing data and travel demand model results, as needed, to the selected consultant.

#### Products (to be confirmed after the scope is finalized):

1. Travel Demand Model results of the area.
2. Other data as required and requested.

Lead: Oregon Department of Transportation

Deliverables: *Brooklake Interchange Area Management Plan*

### **D. I-5 Reconnaissance Plan**

#### Program Description

This purpose of this project is to conduct a high-level overview of possible low-cost, easy to implement modifications along I-5 to address safety and mobility concerns. The project extent is between the Delaney Road interchange and the city of Albany. As such, except for a small portion at the Delaney Road interchange, the study area is entirely outside the SKATS boundary. It is not expected that any major work will be required of SKATS staff as ODOT and their consultant complete the study.

#### Activities

Updates will be provided to the SKATS Policy Committee and Technical Advisory Committee as the project progresses and after completion. Work for this project is being handled by ODOT staff based in Corvallis.

Lead: Oregon Department of Transportation

Deliverables: Draft and Final I-5 Reconnaissance Plans

### **E. OR 22W at OR 51**

#### Background

ODOT completed the OR22 (W) Expressway Management Plan in 2010. In 2016, ODOT looked at a backage road north of the highway ("OR22 Corridor Safety Improvements" study) but needed to suspend that work due to geotechnical hazard concerns. As of January 2020, ODOT is currently working on project development in the area of the OR 22W and OR 51 intersection. The goal of this work is to get to a design acceptance phase ("DAP" – a 50 percent design of the preferred alternative) and begin initiating right-of-way acquiring with the remaining funds in the existing budget. ODOT estimates that this phase will take 12 to 18 months from the start date in late 2019. This is not a planning study per se but has planning components as part of the project.

Activities:

No direct activities by SKATS except to for Policy Committee updates of project status.

Products:

DAP with cost estimates (June 2021)

Lead: Oregon Department of Transportation

**F. Wheatland Road Corridor Plan**

Background

Wheatland Road is a challenging roadway that has high traffic volumes and speeds, divides residential areas on both sides of the road, serves two elementary schools and a retirement facility. There is a lack of turn lanes to the residential subdivisions creating safety conflicts between motorists, plus limited bicycling facilities and significant gaps and deficiencies in the sidewalk network.

The purpose of this study is to develop a multimodal corridor plan and conceptual street design that removes barriers for all modes of travel, considers the latest urban safety improvements for pedestrians and transit users, while creating an enjoyable experience for all users.

Activities:

Participation by SKATS staff on the project technical committee.

Products:

Lead: City of Keizer

Status: Preparation of Scope of Work in April 2020.

Deliverable: Corridor Plan with identified projects to all modes and users (June 2021).

### III. Regional Project Programming

Work Items	PL funds (includes match)	STBGP-U funds (includes match)	5303 funds (includes match)	Total (includes match)
TIP Development, Amendments, and Adjustments	-	65,000		65,000
TIP Project Development Tracking	-	110,000	-	110,000
TIP Management System	-	30,000		30,000
<b>Subtotal</b>	<b>0</b>	<b>\$205,000</b>	<b>0</b>	<b>\$205,000</b>

#### A. TIP Development, Amendments, and Adjustments

##### Program Description

The region's Transportation Improvement Program (TIP) serves as a regional policy and programming document describing which transportation projects, identified phases of a project, and transportation programs have been programmed to receive federal funding in the next four years. Federal regulations on the development and content of a metropolitan transportation improvement program (TIP) are in 23 CFR 450.326. Transportation projects within the SKATS area that receive federal funding are required to be listed in the SKATS TIP as well as all regionally significant projects to be funded with non-Federal funds.

The TIP is prepared in response to Federal Highway Administration and Federal Transit Administration (FHWA/FTA) regulations that require a program of regionally significant transportation investments be developed by the Metropolitan Planning Organization (MPO) and updated at least every four years. The SKATS TIP is usually updated every two to three years to correspond with the update of the Oregon State Transportation Improvement Plan (STIP). The TIP must include a priority list of projects for at least four years and include a financial plan that demonstrates which projects can be implemented using anticipated revenue sources. Revenue projections are coordinated with ODOT. In the Salem-Keizer area, the TIP is prepared by SKATS in cooperation with FHWA, FTA, ODOT, SAMTD, and the local jurisdictions.

Staff will be concerned with three TIPs during this UPWP cycle:

##### **FY 2018-2023 TIP**

The FY 2018-2023 TIP covers federal fiscal years 2018 to 2021 (with FY 2022 and 2023 included as illustrative years for planning purposes). This TIP was originally adopted on April 25, 2017, and is revised, as needed, following the TIP's Management Process. This TIP will be effective until the US Department of Transportation approves the new TIP; and it becomes effective, anticipated to be October 1, 2020.

##### **FY 2021-2026 TIP**

The next TIP will cover federal fiscal years 2021 to 2024 with FY 2025 and 2026 included as illustrative years. The anticipated adoption of the TIP by the SKATS Policy Committee is May 2020. However, the FY 2021-2026 TIP will not become effective until the US

Department of Transportation approves the new TIP and it becomes effective, anticipated to be October 1, 2020.

### **FY 2024-2029 TIP**

The FY 2024-2029 TIP covers federal fiscal years 2024 to 2027 (with FY 2028 and 2029 included as illustrative years for planning purposes). Coordination and planning activities for the future TIP will begin during this fiscal year.

On December 4, 2015, President Obama signed into law the Fixing America's Surface Transportation Act, or "FAST Act," the first Federal law in over ten years to provide long-term funding certainty for surface transportation. The FAST Act authorizes \$305 billion nationwide over fiscal years 2016 through 2020. The financial assumptions used in developing the FY 2021-2026 TIP are based on projections developed in conjunction with ODOT and the other Oregon MPOs which are based on the FAST Act.

Activities related to the three-year cycle of the development, preparation, and maintenance of the TIP are provided under this work element as are the public involvement activities related to the TIP as required by federal regulations. The MPO shall provide all interested parties with a reasonable opportunity to comment on the proposed TIP. Details on public participation, including key decision points in the development of the TIP and public outreach, are contained in the SKATS Public Participation Plan (adopted November 2017).

SKATS is a recipient of Congestion Mitigation and Air Quality Improvement Program (CMAQ) funds. Each CMAQ-funded project must meet three basic criteria: it must be a transportation project, it must generate an emissions reduction, and it must be located in, or benefit, a nonattainment or maintenance area. The expected emission reduction benefits of CMAQ projects are required to be documented as part of its inclusion in the TIP. SKATS has developed a process to calculate the emissions benefit of a project that is submitted to ODOT and FHWA for approval before the project can receive CMAQ funds. In addition, all CMAQ projects must be included in or consistent with the current Regional Transportation Systems Plan (RTSP).

Due to uncertainties, timing, and modifications to federal, state, and local funding in recent years -- along with general changes occurring during the project development phase of many projects -- a significant portion of time is required between update cycles to revise and maintain an accurate accounting of the projects in the adopted SKATS TIP. Maintenance activities for the SKATS TIP include coordination between FHWA, FTA, ODOT, the MPO, the SAMTD, and local jurisdictions to prepare and respond to changes in both available funding and individual project modifications.

A draft TIP update and any amendments to an adopted TIP that add or delete non-exempt projects requires the completion of air quality conformity determinations to demonstrate compliance with air quality regulations according to the requirements of the section 40 CFR 93.104 (Frequency of Conformity Determinations) of the Transportation Conformity Regulations. Since the acceptance of the SKATS Limited Maintenance Plan for CO (carbon monoxide), conformity requirements are primarily limited to interagency consultation. (*See Section I. E. above.*) Full amendments to the TIP have to demonstrate how the TIP shows progress toward achieving the performance targets established under 23 CFR 450.306(d).

### **Activities**

For FY 2020-2021, activities related to the TIP fall in three general categories:

1. Maintenance activities of the adopted SKATS FY 2018-2023 MTIP
  - a. Coordinate with the ODOT Region 2 STIP Coordinator on TIP and STIP changes for projects within the SKATS MPO.
  - b. Check that projects in the adopted TIP match the adopted STIP.
  - c. Check that projects in the adopted TIP are correctly specified in ODOT's Financial Plan (produced monthly).
  - d. Revise, when necessary, the adopted SKATS TIP (via amendments, adjustments, or administrative modifications) based on new federal or non-federal funding availability and/or changes in projects as they proceed with their development.
  - e. Follow the TIP's Management Process for all TIP revisions.
  - f. Follow SKATS PPP (Public Participation Plan) for any TIP Amendments.
2. Coordinate with ODOT as we transition from the FY 2018-2023 TIP to the FY 2021-2026 TIP
  - a. Coordination between SKATS and ODOT is needed to make sure that the changes that are made to the FY 2018-2023 TIP are accurately reflected in the FY 2021-2027 TIP prior to it becoming effective. Many changes are made between the time the FY 2021-2026 TIP SKATS is released for public review and when it becomes effective.
3. Coordinate with ODOT as it develops the FY 2024-FY 2027 STIP
  - a. Work by ODOT on the FY 2024-FY 2027 STIP began in October 2019 and will continue until it is adopted in June 2023 by the Oregon Transportation Commission. SKATS will coordinate with ODOT, as needed, regarding new STIP projects within the SKATS area, as well as make sure that SKATS projects are included in the STIP.

#### Products

- TIP Amendment (documents and resolutions) - Work with the SKATS TAC and Policy Committee on any revisions needed for the adopted TIP following the adopted TIP management practices and produce needed documents and resolutions to ODOT and FHWA.
- Work with local project sponsors and ODOT staff on documenting the selection and emission reduction benefits of proposed CMAQ projects. Develop targets for CMAQ specific performance measures (see section 1B, Performance-Based Planning).
- Upload copies of the adopted TIP, revised TIP tables, Air Quality Conformity Determinations, and resolutions for amending the TIP to the MWVCOG website. ([www.mwvcog.org](http://www.mwvcog.org))

## **B. TIP Project Development Tracking**

### Program Description

The Transportation Improvement Program (TIP) identifies which projects are to receive



federal funding. However, programming these funds in the TIP is just the first step of the project development cycle. To ensure that TIP projects and program funding levels are being carried forward expeditiously, SKATS staff works with ODOT and the local jurisdictions and agencies to help with any coordination work needed to move projects forward. This includes working with the ODOT Region 2 local area liaisons, other ODOT Region 2 staff, and local jurisdictions' staff to review projects as they progress through project development; revise the TIP and STIP when necessary; assist with IGAs; track the project status and funding in ODOT's Financial Plan (specifically projects funded with STPBG-U, TA-U, and CMAQ funds); and providing other assistance, as needed.

ODOT and the large MPOs have been working through a process to improve the obligation rate of projects. This will include tracking when projects are obligated. As this process is finalized, more details will be included.

As a requirement of 23 CFR 450.334, SKATS works with ODOT and SAMTD to organize data for the Annual List of Obligated Projects which shows which projects (or project phases) have been obligated by FHWA or have received an FTA grant.

#### Activities

1. Assist the local jurisdictions, ODOT, and Salem Area Mass Transit District with TIP amendments and administrative modifications.
2. Track the status of STPBG-U, TA-U, CMAQ, and other federally funded projects (status of obligation, project development phases, etc.).
3. Work with ODOT's Region 2 and Highway Program staff to match the projects in the TIP with the STIP and ODOT's Financial Plan.
4. Act as a liaison between federal agencies, ODOT, SAMTD, and local jurisdictions to resolve delays in project development.
5. Attend local jurisdiction/ODOT monthly coordination meetings.

#### Products

- Develop the annual list of obligated projects developed in coordination with ODOT and SAMTD and post on MWVCOG's website (**December 2020**).

### **C. TIP Management System Enhancements**

#### Program Description

The MPOs in Oregon are investigating whether to support and fund a comprehensive TIP Management System using a common software program. Currently, SKATS tracks the area's TIP projects and amendments using several unrelated spreadsheets which are not connected to the State's database. Funds provided to OMPOC's work program will be used for this work.

Potential advantages of a new TIP management software system include:

- Improved communication between employees at different agencies, who can now electronically obtain the same project information that they would have previously requested via phone or-mail.
- Ability to electronically transfer project information to the STIP database.

- Improved ability to research project information.
- Connect the long-range (RTSP) and short-range (TIP) projects.
- More easily demonstrate financial constraint by year and funding source.

#### Activities and Products

Discussion of this work among the MPOs began in 2016, and it was added to the OMPOC work program in 2017. Substantial coordination took place during 2018-2019, but no decision was made. During 2020-2021, SKATS staff will continue to review and collaborate on this project with the other MPOs. **No specific completion date has been determined.**

## IV. Regional Modeling and Data Program

Work Items	PL funds (includes match)	STBGP-U funds (includes match)	5303 funds (includes match)	Total (includes match)
Regional Population and Employment Data and Forecasts	10,000	18,800		28,800
Travel Demand Model Data, Forecasts, Refinement	130,000	-	-	130,000
Systems Monitoring and Reporting	50,000	70,000	-	120,000
Household Travel and Activity Surveys	20,000	33,180		53,180
<b>Subtotal</b>	<b>\$210,000</b>	<b>\$121,980</b>	<b>-</b>	<b>\$ 331,980</b>

### A. Regional Population and Employment Forecasts

#### Program Description

This work element involves the development, refinement, maintenance, monitoring, updating, and sharing of the regional population and employment data, forecasts, and allocations. This task includes activities associated with analyzing state, county, and regional forecasts; gathering and summarizing building permit data and state ES-202 employment data; updating the base year GIS land use data; other data collection activities which may be appropriate for this element; and developing the SKATS long-range forecast and allocations in coordination with the local jurisdictions. The results of these tasks are used primarily in the generation of SKATS travel demand model inputs, but the forecasts are also shared with ODOT and local jurisdictions in other planning studies.

#### Relationship to Previous, Current, and Future Efforts

Coordinated population forecasts have been prepared by staff from Portland State University's Population Research Center (PRC). In June 2017, PRC finalized the 2017 to 2067 population forecasts in 5-year intervals for Marion County and Polk County, as well as forecasts for each UGB area in each county. (In Marion County, PRC developed the long-range forecast for the Salem/Keizer UGB but did not have separate forecasts for Keizer or Salem). These forecasts are required to be used by the jurisdictions for their local long-range planning and were used for the SKATS RTSP 2043 forecast. However, SKATS requires that these forecast totals be allocated to Transportation Analysis Zones (TAZs) for use in the travel demand forecasting model. SKATS began the process of staffing the Land Use Working Group in December 2017 to allocate these forecasts and finished this work in June 2018. The Policy Committee approved the 2043 forecasts at their June 2018 meeting. A new cycle of PRC forecasts begins in June 2020 with new projections released in March 2021.

One difficulty for allocating regional population forecasts to TAZs has been that the city of Keizer adopted future population forecasts that would be difficult to achieve without either an expansion of the shared Salem-Keizer Urban Growth Boundary (UGB) and/or changes to land use densities inside the Keizer part of the UGB. The planning study (the Keizer Growth and Transportation Impacts Study) described in the Corridor and Sub-Area Plans section of

this UPWP will help the city evaluate future growth options and their impacts including transportation outcomes. The next round of PRC forecasts in 2021 will include specific numbers for both the city of Keizer and city of Salem within their shared UGB.

#### Activities and Products

1. Provide census-based data (past and current year) the population and employment information and regional forecasts developed for the RTSP to local jurisdictions, special districts, and state agencies, as requested, for use in their long-range planning studies. **(As-needed)**
2. Provide land use, employment, and other model input data to ODOT, local jurisdictions, and agency-contracted consultants for use in regional, corridor and area plans and studies. **(See Section II and section V)**
3. Continue work to keep the land use and future development GIS data updated:
  - a. coordination and system-development activities necessary to maintain currency of GIS-based land use and population and employment forecast databases. **(On-going)**
  - b. Work with local jurisdictions to refine data collection and maintenance procedures associated with building permits and changes in comprehensive land use plans. **(On-going)**
  - c. Update the regional land use inventory and comprehensive plan designations using data supplied by the local jurisdictions in the region. **(On-going)**
  - d. Update the SKATS employment data using Oregon Employment Department ES-202 data. **(As-needed)**
4. Evaluate ACS 5-year products as they are released. **(As-needed)**
5. Evaluate ODOT's synthetic population tool PopSym for use as substitute input to SKATS' travel model

### **B. Travel Demand Forecasting: Data, Forecasts, and Refinement**

#### Program Description

This work element contains activities related to the development and support of the travel demand forecasting model necessary to carry out the regional transportation planning tasks described in **Section I**. Included in these activities are the refinement, calibration, and update of the regional travel demand forecasting models necessary for the production of traffic and transit estimates for base year, committed, and future-year alternatives for the RTSP, the regional, area, and corridor planning studies (identified in **Section II** of the UPWP), and the local TSPs, as required or needed.

SKATS conditionally assumed responsibility for the regional travel demand model from ODOT in 1994 and over the years has continued to follow best modeling practices in cooperation and partnership with ODOT and other MPOs.

## Activities

1. **Refinement and maintenance of recently updated travel model:** In 2016-2018, SKATS employed staff from Metro to help update the travel model using data from the 2010 Household Activity Survey. Activities for FY 2020-2021 will focus on sensitivity testing of the updated model, exploring implementation of a commercial vehicle/freight component to the model, identifying post-processors or other tools to enhance the evaluation of environmental justice impacts from proposed projects, as well as producing model results to support the corridor and subarea planning efforts described in *Section II.c* above.
2. **Work on Next-Generation model and data:** Efforts have been underway for several years to research and define the structure and data required for the next version of the travel demand model. Activities that will continue for this UPWP period include:
  - a. Coordination with the Oregon Modeling Steering Committee and its Modeling Program Coordination subcommittee on improvements to MPO models and coordination between statewide and MPO models.
  - b. Investigate and discuss with ODOT, the other MPOs in the state, and the regional partners the appropriateness and usefulness of alternative modeling structures (such as a person activity or tour model) for a future regional travel demand model.

## Products

- Products, such as maps and tables of model results, will be produced as required by any on-going planning study.
- Updates to the regional travel demand forecasting model, as necessary, to reflect changes in the network, input data or model components or post-processors.

## **C. Systems Monitoring and Reporting**

This work element includes the on-going refinement and maintenance of the various transportation databases necessary to support the planning process and to provide the basis for reports required under federal surface transportation acts (such as FAST). These databases cover the characteristics, operations, and projects located on the regional transportation system. Tasks in this section include analyzing and reporting the results of the data collection efforts undertaken by SKATS, ODOT, SAMTD, and the local jurisdictions.

Reporting of the results is centered on two efforts: the Congestion Management Process (CMP) — which is required for TMAs and regulated in 23 CFR 450.322 — describing the current operation of the regional system and the performance measures which track how the investments made on the regional system are meeting the goals and objectives outlined in the 2019-2043 RTSP. The data will be used to report on these as specified under federal regulations. (*See section I.A*)

The data used for the reports and activities of this element are provided to SKATS in a variety of formats and reporting schedules. As such, in any given year the products released by SKATS will differ. SKATS will continue to work with its partners to ensure the timely release of related products.

## Activities

1. Maintain regional systems inventories required by MAP-21/FAST.
2. Update and maintain regional street, sidewalk, transit, and other transportation-related infrastructure inventories, as appropriate, in GIS format.
3. Update and maintain a database of projects on the regional road system to assist in preparing updates to the RTSP and TIP, as well as developing current and future year networks for the regional travel demand model. This includes the work started in 2013 to create a geodatabase of completed transportation projects on the regional system as well as projects funded in the SKATS TIP.
4. Work in-house and with the SKATS committees to revise and refine the CMP process and integrate it into the project selection framework for the RTSP and TIP. [See also CMP discussion in *section I.C.*]
5. Continue to revise and refine the comprehensive traffic count and transit ridership database developed by SKATS to provide a central repository of data for internal use. As appropriate, work with ODOT on providing existing and future traffic count data in a format for use with their new count database.
6. Evaluate current techniques for visualization of data and research best practices and test for applicability with SKATS data sources and customers.
7. Develop and maintain a database of collision locations and other pertinent safety-related information within the SKATS study area. Update the crash data in the online Tableau maps and tables.
8. Investigate additional methods of data collection, storage, and analysis regarding characteristics of all travel in and through the region, whether located on the regional system or not. The goal is to minimize staff effort while maximizing data collected and analyzed. This may include the purchase and use of new tools and data sources (e.g., travel time and Origin/Destination) from data providers (both public and private), working, as appropriate, with ODOT, SAMTD, and/or the local jurisdictions. In 2020-2021 the focus will be on data from the Bluetooth readers installed by the city of Salem, and the output from the ITS equipment installed on the public transit buses operated by the SAMTD.
9. Develop and maintain a database for the indicators and performance measures defined in Chapter 3 of the SKATS 2019-2043 RTSP. Refine the indicators, as needed. For those indicators that require data currently not collected, develop the capability to collect, process, analyze, and store the underlying data. This database will also form the base for the data collected and analyzed as part of the requirement from MAP-21/FAST for system performance measures.
10. SKATS maintains and updates GIS layers about bike lanes and bike conditions on roadways (for example, shoulder pavement width). In 2011, 2013, 2016, 2017, and 2019, Trip Choice at SAMTD has produced, printed, and distributed a Salem area and three-county area bike map for the public. SKATS provides updated bike data for this

map, as well as the cartographic layout for the printing process. While Trip Choice does not have a definite date for updating the map, it will take place before June 2021. SKATS staff will maintain the underlying data to reflect projects as they are finished and will work with Trip Choice staff on the new production of the new map, as required.

11. In 2020, ODOT will switch providers of travel time data and the associated analysis tools from iPeMS/HERE to RITIS/INRIX. Due to the switch, SKATS staff will modify the procedures in place to report travel time along the CMP corridors. This may result in a change in the data provided as part of the ROCR or annual travel time reports.

#### Products

- ***Regional Operational Characteristics Report*** (ROCR) that describes travel conditions on the region's roadways based on travel time data, traffic counts, transit ridership, and collision information and that is collected, stored, and processed by SKATS. Travel time data will be updated annually as part of the ROCR, with data collection along corridors as needed for project planning.
- Databases and geo-databases containing regional roads information, traffic counts, transit ridership, collision information, and completed, funded, and planned future transportation projects in the region. Include this information on the MWVCOG website, as feasible. **(On-going)**
- Base inputs and coordination for updated bike map for public distribution. **(by June 2020)**

### **D. Household Travel and Activity Surveys**

Household activity and travel surveys were conducted in the SKATS area in 1994-1995 and in 2010 and were used in the development of the current and previous travel demand models. (*See Travel Demand Forecasting section IV.B.*) In early 2020, a consultant was hired to help define the scope and requirements of the next household survey. This work will lead to a scope of work for conducting a household survey in the MPO areas of Oregon including SKATS, beginning in early 2021 (to avoid conflict with the 2020 Presidential election).

#### Activities

During the time period covered by this UPWP, SKATS staff will work with other partners in Oregon to finalize the implementation of the household travel and activity survey tentatively scheduled for Spring 2021. The details of the implementation will be part of the outcome of Phase I and II that takes place between January 2020 and fall 2020 as of the Oregon Household Activity Survey project. As such, it is premature to identify what activities will be undertaken in the first half of 2021.

Work will be coordinated with other data collection efforts that are on-going to ensure the richest compilation of data available for future model development and other exploratory analysis of travel behavior and patterns within SKATS.

#### Products

- Implementation of Household Travel and Activity Survey



## V. Interagency Coordination

Work Items	PL funds (includes match)	STBGP-U funds (includes match)	5303 funds (includes match)	Total (includes match)
Interagency Coordination	\$210,000	\$121,980	-	\$ 331,980

### Program Description

In order to ensure that SKATS maintains a continuing, cooperative, and comprehensive planning process it is necessary to participate and coordinate in the preparation of state and local transportation studies and plan that affect the MPO. Interagency coordination includes coordination with the Mid-Willamette Area Commission on Transportation (MWACT), ODOT Statewide Modal/Topic planning work, and Region 2 planning work. Coordination is also needed with other federal and state agencies (FHWA, FTA, DEQ, DLCD) and with other MPOs (via meetings of the Oregon MPO Consortium (OMPOC) and quarterly MPO/Transit meetings).

This program also includes interagency staff meetings such as the Oregon Modeling Steering Committee (OMSC) and coordinated planning work with staff and elected bodies from the local jurisdictions and districts within the SKATS area: Salem, Keizer, Turner, Marion County, Polk County, Salem-Keizer School District, and Salem-Keizer (Cherriots) Transit District.

This work element includes activities such as participation in various committees (advisory committees, project management committees, technical committees, modeling support activities, etc.). Participation in these inter-jurisdictional committees varies over time. The activities section below lists interagency and inter-jurisdictional studies and committees that SKATS staff expects to participate in. However, during the year additional studies, projects and committee may require the participation of SKATS staff.

Lastly, Federal regulations (*23 CFR 450.314*) require the development of an agreement between SKATS, ODOT, and the Salem Area Mass Transit District (SAMTD) on roles and responsibilities for each agency. This agreement (IGA #32794) was updated and executed on February 7, 2019 and is included as an appendix (*Appendix E*) to this UPWP.

### Activities

1. Participate in the coordination of corridor and facility plans and other planning and project activities in the region, particularly work as listed in *Section II Corridor and Area Plans*.
2. Coordinate with ODOT Region 2 on the **SKATS Alternative Mobility Targets** (AMT), to develop AMTs for state highways in the SKATS MPO. ODOT's Biennial Work program has a start date in the first quarter of FY 2020-2021.
3. Over the next several years, participate as needed in the work by ODOT's Planning Section to **update statewide Policy Plans** including the following (date shows anticipated year of completion):
  - Transportation Safety Action Plan (2021)

- Oregon Transportation Plan (2022)
  - Oregon Freight Plan (2022)
  - Oregon Highway Plan (2023)
4. Participate in the following local transportation planning studies or committees:
    - Our Salem – (update of the Salem Comprehensive Plan)
    - Wheatland Road Multimodal Corridor Plan and Conceptual Design
    - Salem Active Transportation Network
    - Oregon Safe Route to School Network
  5. Participate in meetings and activities of the Oregon Metropolitan Planning Organization Consortium (OMPOC). Attend the quarterly meetings of MPO/Transit agencies.
  6. Participate in the Oregon Modeling Steering Committee, and the related transportation modeling and research subcommittees.
  7. Evaluate and address new requirements resulting from federal transportation legislation (MAP-21, FAST and any successor Acts signed into law in this time period), changes to federal regulations, federal guidance documents, etc.
  8. Interagency coordination with EPA, DEQ, ODOT, etc. for consultation on Air Quality Conformity Determinations (AQCDs) for updates to the TIP and/or RTSP, as needed.
  9. Assist in interagency coordination with local jurisdictions, ODOT, the Salem-Keizer School District, and other stakeholders to support the Safe Routes to School (SRTS) program within the SKATS area.
  10. Participate in the update of local jurisdictional Transportation System Plans (TSPs), as needed.

## **VI. Regional Program Management & Coordination**

<b>Work Items</b>	<b>PL funds (includes match)</b>	<b>STBGP-U funds (includes match)</b>	<b>5303 funds (includes match)</b>	<b>Total (includes match)</b>
Program Management and Coordination	84,000	75,000	40,000	199,000
Unified Planning Work Program	10,000	10,000	-	20,000
Self-Certification, ADA, and Title VI	5,103	10,000	-	15,103
Staff Development and Training	10,000	25,000		35,000
<b>Subtotal</b>	<b>\$109,103</b>	<b>\$120,000</b>	<b>\$40,000</b>	<b>\$ 269,103</b>

### **A. Program Management and Coordination**

### Program Description

This work element will provide for overall program management and coordination for ongoing MPO activities such as budget preparation, contracts, grants, personnel, as well as tasks as needed/required by the SKATS committees staffed under this element. SKATS committees currently providing oversight of, and input to, SKATS operations include the Policy Committee (PC) and the Technical Advisory Committee (TAC). SKATS staff are employees of the Mid-Willamette Valley Council of Governments, and this work element includes management activities that are necessary to maintain operations for the SKATS work program (budgets, invoices, quarterly reports, presentations, etc.)

### Activities

1. Provide staff support to the committees and subcommittees related to SKATS operations to ensure coordination between federal, state, regional, and local transportation planning efforts.
2. Manage SKATS budget, staff time, IGAs, invoices, and related products. Prepare and process necessary planning agreements (e.g., UPWP IGA, 5303 Pass-Thru agreement with Salem-Keizer Transit).
3. Execution and monitoring of PL Fund and Section 5303 funding IGA, Pass-through IGA between MWVCOG and SAMTD, and other agreements necessary to carry out the existing and future UPWPs.

### Products

- Meeting agendas, minutes, meeting materials, draft and final documents to the SKATS Policy Committee and Technical Advisory Committee, and other subcommittees, as needed. **(Monthly, as required.)**
- Monthly invoices submitted to ODOT.
- Semi-annual and annual report to ODOT.

## **B. Unified Planning Work Program; TMA Planning Certification Reviews**

23 CFR 450.308 specifies the requirements for a MPO to develop a **Unified Planning Work Program (UPWP)**. Federal regulations require that SKATS, in cooperation with ODOT and the SAMTD, prepare UPWPs that describe the planning priorities, programs, tasks, agency leads, schedules, and products associated with the regional transportation planning activities proposed for the region. ODOT and the MPOs have established a protocol for the development and review of the annual UPWPs.

23 CFR 450.336 (b) requires that no less than every four years, FHWA and FTA will conduct a **Transportation Planning Certification Review** of the SKATS TMA. These reviews influence the work in UPWPs. FHWA and FTA jointly issued a certification in November 2016 and issued their Final Report in May 2017. After the 2017 Final Report, SKATS has worked with the federal agencies on follow-up of the corrective actions and recommendations from the 2017 Certification Review including in a Congestion Management Program peer

review in November 2018. The next certification review is scheduled in the first half of 2020; should the federal agencies have corrective actions or recommendations, work to address these would occur beginning in the 2020-2021 UPWP time period. (Note: in late 2019, ODOT, FHWA, and FTA were working on a process and protocol to document how Corrective Actions would be resolved).

#### Activities

1. Annual draft UPWP review with SAMTD, ODOT, FHWA, and FTA. **(February or March 2021)**
2. Work required to address corrective actions and/or recommendations identified in the 2020 Certification Review

#### Products

- Adoption of an annual UPWP by SKATS Policy Committee. **(April 2021)**
- Production of required documentation to ODOT, FHWA, FTA, and others of SKATS progress on activities in the UPWP **(Semi-annual report due in January 2021, Annual report due July 2021 – both to ODOT)**
- Coordinate with (FHWA and FTA) and ODOT on resolution of corrective actions documented in the Final Report of the SKATS TMA Planning Certification Review using the protocol developed by USDOT/ODOT.

### **C. Self-Certification, ADA, Title VI, and Environmental Justice**

#### Program Description

Per CFR 450.336 (a) [Self Certifications] - Concurrent with the submittal of the entire proposed TIP to the FHWA and the FTA as part of the STIP approval, **the State and the MPO shall certify** that the metropolitan transportation planning process is being carried out in accordance with all applicable requirements including:

1. 23 USC 134, 49 USC 5303, and 23 CFR 450 subpart C.
2. In nonattainment and maintenance areas, sections 174 and 176(c) and (d) of the Clean Air Act, as amended (42 U.S.C. 7504, 7506(c) and (d)) and 40 CFR part 93;
3. Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d-1) and 49 CFR part 21;
4. 49 U.S.C. 5332, prohibiting discrimination on the basis of race, color, creed, national origin, sex, or age in employment or business opportunity;
5. Section 1101(b) of the FAST Act (Pub. L. 114-357) and 49 CFR part 26 regarding the involvement of disadvantaged business enterprises in DOT funded projects;
6. 23 CFR part 230, regarding the implementation of an equal employment opportunity program on Federal and Federal-aid highway construction contracts;
7. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) and 49 CFR parts 27, 37, and 38;
8. The Older Americans Act, as amended (42 U.S.C. 6101), prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;
9. Section 324 of title 23 U.S.C. regarding the prohibition of discrimination based on

- gender; and
10. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 CFR part 27 regarding discrimination against individuals with disabilities.

Activities related to the preparation and documentation of these required certifications (such as those related to the regional transportation planning process, ADA, Title VI, and Environmental Justice provisions) are included in this work element.

As explained on FTA's website, the Title VI of the Civil Rights Act is a statutory and regulatory requirement and all FTA and FHWA grantees (including MPOs, ODOT, and Transit Agencies) must comply with the provisions of Title VI. Title VI requirements are broader in scope than environmental justice. Title VI was designed to ensure that federal funds are not being used for discriminatory purposes. Executive Order 12898 (for Environmental Justice) is a Presidential Executive Order signed in 1994 issued to focus federal attention on the environmental and human health conditions in minority and low-income communities. See *Appendix D* for a description and comparison between Title VI and Executive Order 12898. While they overlap, engaging in an EJ analysis under transportation planning and NEPA provisions will not satisfy Title VI requirements. Similarly, a Title VI compliance may not necessarily satisfy environmental justice requirements (one reason is that Title VI does not include low-income populations).

MWVCOG is committed to complying to the American's with Disability Act. SKATS meetings are held in locations that are ADA accessible. Every public meeting of the SKATS committees includes the following declaration: *The Mid-Willamette Valley Council of Governments is pleased to comply with the Americans with Disabilities Act (ADA). If you need special accommodations or translation services to attend this meeting, please contact Lori Moore at (503) 540-1609, or send e-mail to lomoore@mwvcog.org at least 72 hours prior to the meeting. Hearing impaired please call Oregon Telecommunications Relay Service, 7-1-1.*

#### Activities/Products

1. Have in place a Title VI Plan and Assurances including discrimination complaint forms and procedures for handling discrimination complaints. (Last updated in November 2019 and endorsed by the SKATS Policy Committee.)
2. Continue to collect data on participants of public involvement activities.
3. Use procedures developed for Environmental Justice compliance to document benefits and burdens of proposed projects in RTSP and TIP.
4. Review and assist, as appropriate, in the ADA, Title VI, and Environmental Justice documentation produced by SAMTD.
5. As part of the submittal of the SKATS TIP for the STIP, include a Self-Certification form that document compliance with all applicable federal regulations as noted in this section. (Note: Submittal of self-certification as part of SKATS TIP submittal, as per ODOT clarification of June 27, 2017.)
6. Prepare an annual Title VI and Public Participation Accomplishment Report and submit to ODOT. **(October 2020)**

## **D. Staff Development and Training**

### Program Description

In order to ensure that SKATS maintains a continuing, cooperative, and comprehensive planning process that results in plans and programs that are professional in nature and incorporate as far as possible the latest advances in transportation planning and processes, it is necessary for SKATS staff to attend development and training activities. This work element embodies staff development and training activities including attendance at workshops, conferences, and other professional development events. This element also includes activities related to the training of staff in the operation and application of computer modeling techniques such as those associated with transportation modeling, GIS, and other graphic presentation and document production software.

### Activities

1. Implement appropriate activities consistent with the needs of the program in terms of developing and training a high-quality professional staff.
2. Attend training associated with implementing provisions of the FAST Act authorization bill and related USDOT regulations.

## VII. Metropolitan Transit Planning (49 USC 5303 and 23 CFR 450)

Work Items	PL funds (includes match)	STBGP-U funds (includes match)	5303 funds (includes match)	Total (includes match)
Regional Transit System Planning	\$-	\$-	60,000	60,000
Regionally Significant Project Planning	\$-	\$-	40,000	40,000
Transportation Improvement Program	\$-	\$-	15,000	15,000
General Regional Planning Coordination & TSP	\$-	\$-	18,734	18,734
<b>Subtotal</b>	<b>0</b>	<b>0</b>	<b>\$133,734</b>	<b>\$133,734</b>

### Background

49 USC Section 5305(d) provides the authority to use federal funds to support the development of the metropolitan transportation system plan, metropolitan TIP, and in designated TMAs (like SKATS), addressing congestion management. The general and specific requirements for these activities are described in 49 USC Section 5303, and on FTA's website ( <https://www.transit.dot.gov/grants>) and [program guidance circular 8100.1D](#).

Under MAP-21, the State is the designated recipient of 5303 funds; and the State is required by law to distribute these funds to urbanized areas (SKATS is the subrecipient) for transportation planning in the metropolitan planning areas. By separate contract, SKATS passes-through the majority of these 5303 funds to Salem Area Mass Transit District (SAMTD) to assist SKATS with metropolitan planning issues, particularly areas involving public transit planning. Specific guidance on eligible activities, metropolitan planning requirements, and roles and responsibilities are found in FTA Circular 8100.1C "*Program Guidance for Metropolitan Planning and State Planning and Research Grants*" (dated September 1, 2008). The joint FTA/FHWA Metropolitan Planning regulations are found at 23 CFR Part 450.

Metropolitan planning includes development of the long-range system planning and shorter-range planning studies that support the integrated management of a multi-modal transportation system and facilities. Transit planning plays a key role as part of this multi-modal system including:

- coordination of transit planning between SKATS RTSP, SAMTD's Strategic Business Plan (2004), the Comprehensive System Plan (2014), and SAMTD's Long-Range Strategic Plan (2011) which outlines the overall district vision and goals for the next 20 years;
- coordination and review of transit projects and programs included in the SKATS TIP;
- coordinating transit planning with other transportation planning studies and land use studies in the region;
- designing transit services and Transportation Demand Management (TDM) programs to better meet the mobility needs of the community;
- financial planning;
- coordination of emissions benefit estimates for any transit-supported CMAQ funds; and
- designing operational and management strategies to improve the performance of existing transportation facilities to relieve vehicular congestion and maximize the safety and mobility of



people and goods (part of the congestion management process (CMP)).

The 5303 Planning Work Program activities comprise only a portion of SAMTD's overall planning work. SAMTD uses other federal, state, and district funds for planning and management of their programs. For many years, SKATS has provided a portion of their federal surface transportation block grant program funds (STBGP) in the SKATS TIP for the TDM activities that are provided by SAMTD. In addition, STBGP funds in the TIP are currently programmed for transit project development.

Each year SAMTD staff identifies specific Section 5303 public transportation planning tasks that they will accomplish. The work on these specific activities will address to every extent possible FHWA/FTA federal planning emphasis areas (PEAs).

## Planning Work Program Elements

### A. Regionally Transit System Planning

#### 1. Long-Range Regional Transit Implementation Plan for Future Transit System Development

##### Background

Year	Plan document or Implementation	Focus and Affects:
2014	<i>Long-Range Regional Transit Plan</i>	Cherriots Regional Long-Term needs identified
2015	<i>Moving Forward</i>	Major changes to routes in the Salem-Keizer Metropolitan area implemented
2016	<i>Regional Transit Plan</i>	Cherriots Regional route changes identified and adopted (change implemented in May 2017)
2017	<i>Adjustments to Moving Forward schedules</i>	Salem-Keizer Metropolitan area routes (implemented in Jan 2017)
Jan-June 2019	<i>Adjustments to Moving Forward schedules (using HB2017 / STIF)</i>	Salem-Keizer Metropolitan area routes
July – June 2020	<i>Adjustments to Moving Forward schedules (using HB2017 / STIF)</i>	Salem-Keizer Metropolitan area routes
July 2020– June 2021	<i>Long-Range (30+ year) Regional Transit Implementation Plan</i>	Cherriots Salem-Keizer Metropolitan area Long-Term needs identified

Over the last several years, SAMTD have completed a number of long-range transit plans and

shorter-range studies for implementation purposes. The table above and descriptions below illustrate these plans and studies.

In 2014, SAMTD completed a ***Long-Range Regional Transit Plan*** (funded with a TGM grant), that provided an initial examination of the needs for better intercity public transit within Marion and Polk counties for the next 20 years. That plan included short-term, medium-term, and long-term recommendations. The short-term implementation including a more focused study of refining existing CARTS and other intercity transit services in the region starting in 2014.

In February 2016, a ***Regional Transit Plan*** was presented to the Board of Directors for SAMTD that made recommendations for service design, route purpose, and overall system construct of regional public transportation services (primarily to CARTS routes) that connect to the Salem-Keizer metropolitan area. The recommended changes are based on providing better service **with existing revenues**. The implementation of this plan began in May of 2017.

The purpose of the 2016 ***Regional Transit Plan*** was to coordinate with future service changes, as the ***Moving Forward*** project did on September 8, 2015. Moving Forward addressed service performance issues (primarily of the fixed-route transit routes within the Salem-Keizer urban area) as identified in a comprehensive service analysis that had been conducted in late 2015 through early 2016. Moving Forward was based on providing better service with existing revenues.

#### Activities in FY 2020-2021

For this 2020-21 UPWP the primary transit planning focus will be the development of a ***Long-Range Transit Plan***. This plan will be operations specific with a 20-year planning horizon. The plan will focus on community development, transit demand, traffic congestion, greenhouse gas reduction, gap analysis, new technologies, and service development, and will apply to all metropolitan and regional transit services. (While capital investment will be addressed as part of the LRTP at a high level, detailed capital replacement strategies will be covered in a separate Capital Improvement Plan.) Ultimately, this plan will provide a strategic long-range recommendation on how to best meet the long-term public transportation needs of the entire area served by SAMTD. SAMTD staff will coordinate with other jurisdictions and agencies, as appropriate. This project will be funded by the general fund in FY21

#### Products

- Develop Long Range Transit Plan for SAMTD services over the next 20 years.

## **2. Salem-Keizer Metropolitan Service Planning**

For the 2020-21 UPWP the focus of service planning is the continuation and analysis of service expansion enabled by the Statewide Transit Improvement Fund (STIF). These funds allow SAMTD to increase transit service to the Salem-Keizer area as well as areas served in Marion and Polk counties. SAMTD will be working to develop a need assessment to guide in the preparation of applying for the next biennium STIF funds.

As in the previous year, the MPO area has several land use development projects with the potential to make a significant impact on transit demand in the central area of Salem.

These projects are:

- With a significant increase in new development, now taking place at the Mill Creek Corporate Center this area has grown to a major employment site and will have a significant increase in both passenger and freight traffic. Providing reliable public transportation to this, and other growing areas of the city, will need to be addressed in both the short-range and long-range plans for SAMTD.
- Planning activities are beginning regarding the development of the State Hospital North Campus. Transit staff will continue to monitor and provide input where appropriate in the development process in this area. In early 2019, land-use zoning change processes were started with the city of Salem for development of some of the property.

SAMTD will coordinate with the city of Salem in their current comprehensive plan update process. This process has been named Our Salem and SAMTD to ensure that future planning will take into consideration potential service delivery changes resulting from the recommendations made in the Our Salem project.

#### Objective/Products

- Continue to develop service plans for the upcoming STIF application, and subsequent analysis of the performance of the new service that was implemented in FY19 to guide future service plans.
- Continue to evaluate the impact of changes to public transportation service in the downtown core. This is in relation to some of the goals and objectives that have been expressed by city of Salem staff in the past and is anticipated to be part of the Our Salem outcomes as well.
- Evaluate applicability of various service designs, such as a downtown trolley or local circulator, in their ability to meet the needs of the downtown business community while integrating with the rest of the system.
- Continuous analysis of service designs against ongoing resources to analyze service sustainability.

## **B. Regionally Significant Project Planning**

### **1. Develop a formally adopted Intelligent Transportation System (ITS) Plan for SAMTD**

SAMTD completed the ITS Plan in June of 2018. For this 2020-21 UPWP SAMTD will be planning the implementation of signal prioritization and green light extension. SAMTD will also work on developing the plan for the implementation of E-Fare program.

#### Products

- The development of the plan implementation of signal prioritization and green light extension.
- The development of the plan implementation of E-Fare a program.

## **C. Transportation Improvement Program (TIP) Development and Maintenance**

The SKATS metropolitan transportation improvement program (MTIP) and the state STIP must include every capital and operating project for which assistance will be requested from FTA or FHWA. SAMTD is the direct recipient of FTA's urbanized formula grant program funds (49 USC 5307, 5310, 5339, and other new programs under FAST Act), and after consideration of comments

and views of the public, prepares the final program of projects (POP). The MPO and the SAMTD have to work cooperatively to develop the TIP and agree on how these funds will be spent, and to meet requirements concerning public participation for the TIP and TIP revisions. To implement this, SAMTD staff will:

- Work with the ODOT, FTA, SKATS staff, and the SKATS Technical Advisory Committee (TAC) in updating and maintaining the 2018-2023 TIP by providing information for any TIP revisions that use FTA or state transit funds or other federal funds used by the transit district.
- Work with the ODOT, FTA, SKATS staff, and the SKATS Technical Advisory Committee (TAC) in developing the 2021-2026 TIP by providing information on projects requesting FTA or state transit funds or other federal funds to be used by the transit district.
- Provide SKATS with descriptions of capital projects and program included in the TIP that are federally funded (including all eligible funds identified in MAP-21) or capital projects funding through ODOT's Public Transit Division.
- Provide information on the status of FTA grants for the annual List of Obligated Projects. **(November 2020)**

#### **D. General Regional Planning Coordination/Transportation System Planning**

- SAMTD staff will coordinate and participate in the community's planning and development efforts.
- SAMTD staff will work with local municipalities to review and update the public transit portion of their local area and regional transportation plans.
- SAMTD staff will work with the SKATS and other regional partners on public involvement activities.
- SAMTD will provide transit ridership data to SKATS for purposes of regional planning and for validation of the SKATS travel model.
- SAMTD will coordinate with SKATS on the 2021-2022 UPWP and participate in annual self-certification with FTA/FHWA.

## **VIII. ODOT Planning Assistance**

Activities scheduled for ODOT staff include supporting SKATS and other agencies in the region with coordination of their transportation planning process and MPO support in the region. Specific activities include:

1. Coordination of MPO planning activities within ODOT;
2. Policy and technical coordination with SKATS; the cities of Salem, Keizer, and Turner; and Polk and Marion Counties in the development of land use and transportation plans and planning studies;
3. Support the SKATS RTSP amendment and refinement process;
4. Participate in the development and coordination of SKATS TIP and ODOT STIP;
5. Assistance in development of Unified Planning Work Program; and
6. Development and execution of agreements and scopes of work for funding and specific planning projects.

(Updated: February 28, 2020)

**Table 4**

(page 54 of UPWP)

**SKATS Planning Funds by Source**

<b>Federal fund type</b>	<b>Federal Funds</b>	<b>State Match</b>	<b>Local Match <sup>(2)</sup></b>	<b>Total</b>
PL <sup>(1)</sup> (KN 20490)	\$ 504,375	\$ 57,728	\$ -	\$ 562,103
STBGP-U <sup>(1)</sup> (KN 20490)	\$ 537,000	\$ 8,780	\$ 52,682	\$ 598,462
STBGP-U <sup>(3)</sup> (KN 20490)	\$ 32,768	\$ 536	\$ 3,215	\$ 36,519
5303 <sup>(4)</sup> (KN 20490 )	\$ 169,005	\$ -	\$ 19,343	\$ 188,348
<b>Total</b>	<b>\$ 1,243,148</b>	<b>\$ 67,044</b>	<b>\$ 75,240</b>	<b>\$ 1,385,432</b>
(1) Requires a 10.27% match				
(2) Local match for STBGP-U is provided to COG by ODOT, Salem, Keizer, Turner, Marion County, Polk County, Salem-Keizer Transit, and the Salem-Keizer School District. Local match for 5303 provided by Salem-Keizer Transit.				
(3) These are unspent federal funds from the 2018-2019 UPWP. Local match has already been collected from ODOT and the local jurisdictions				
(4) With the 5303 funds, SKATS executes a pass-through agreement with Salem-Keizer Transit. SKATS uses a portion of the total for regional planning and coordination.				

Table 5						
UPWP Program Budget By Fund Source						
(Updated: April 7, 2020)						
	PL	STBGP-U +	MWVCOG		SAMTD	
	+ match	+ match	+ match	Total	+ match	Total
<b>I Regional Transportation Planning Program</b>						
A Public Participation Program	\$ 30,000	\$ 10,000		\$ 40,000		
B Performance -Based Planning	\$ 50,000	\$ 20,000	\$ -	\$ 70,000		
C Regional Transportation Systems Plan (RTSP), CMP, ITS	\$ 30,000	\$ 20,000		\$ 50,000		
D Regional Safety Planning	\$ 80,000	\$ 40,000		\$ 120,000		
E Transportation Conformity Determinations	\$ 3,000			\$ 3,000		
F Strategic Assessment	\$ -	\$ 5,000	\$ -	\$ 5,000		
G Safe Routes to School Planning		\$ 10,000		\$ 10,000		
Subtotal	\$ 193,000	\$ 105,000	\$ -	\$ 298,000		\$ 298,000
<b>II Corridor and Area Plans &amp; Studies</b>						
A Cordon Road Corridor Study and Management Plan		\$ 25,000		\$ 25,000		
B City of Keizer: Growth Transportation Impacts Study		\$ 10,000		\$ 10,000		
C Brooklake Rd. Interchange Area Management Plan		\$ 25,000		\$ 25,000		
D I-5 Reconnaissance Plan		\$ 1,000		\$ 1,000		
E OR22 at OR 51		\$ 2,000		\$ 2,000		
F Wheatland Road Corridor Plan		\$ 20,000		\$ 20,000		
Subtotal	\$ -	\$ 83,000	\$ -	\$ 83,000		\$ 83,000
<b>III Regional Project Programming</b>						
A TIP Development, Amendments, and Adjustments	\$ -	\$ 65,000		\$ 65,000		
B TIP Project Development Tracking	\$ -	\$ 110,000	\$ -	\$ 110,000		
C TIP Management System	\$ -	\$ 30,000		\$ 30,000		
Subtotal	\$ -	\$ 205,000	\$ -	\$ 205,000		\$ 205,000
<b>IV Regional Modeling and Data Program</b>						
A Regional Population & Employment Data & Forecasts	\$ 10,000	\$ 18,800		\$ 28,800		
B Travel Demand Model Data, Forecasts, Refinement	\$ 130,000	\$ -	\$ -	\$ 130,000		
C Systems Monitoring and Reporting	\$ 50,000	\$ 70,000	\$ -	\$ 120,000		
D Household Travel and Activity Surveys	\$ 20,000	\$ 33,180		\$ 53,180		
Subtotal	\$ 210,000	\$ 121,980	\$ -	\$ 331,980		\$ 331,980
<b>V Interagency Coordination</b>						
Interagency Coordination	\$ 50,000	\$ -	\$ 14,614	\$ 64,614		\$ 64,614
<b>VI Regional Program Management</b>						
A Program Management and Coordination	\$ 84,000	\$ 75,000	\$ 40,000	\$ 199,000		
B Unified Planning Work Program	\$ 10,000	\$ 10,000	\$ -	\$ 20,000		
C Self Certification, ADA, and Title VI	\$ 5,103	\$ 10,000	\$ -	\$ 15,103		
D Staff Development and Training	\$ 10,000	\$ 25,000		\$ 35,000		
Subtotal	\$ 109,103	\$ 120,000	\$ 40,000	\$ 269,103		\$ 269,103
<b>VII Metropolitan Transit Planning</b>						
A Regional Transit System Planning				44.9%	\$ 60,000	
B Regionally Significant Project Planning				29.9%	\$ 40,000	
C Transportation Improvement Program				11.2%	\$ 15,000	
D General Regional Planning Coordination & TSP				14.0%	\$ 18,734	
Subtotal					\$ 133,734	\$ 133,734
<b>TOTAL (federal + match)</b>	<b>\$ 562,103</b>	<b>\$ 634,980</b>	<b>\$ 54,614</b>	<b>\$ 1,251,697</b>	<b>\$ 133,734</b>	<b>\$ 1,385,431</b>
NOTE: These figures are preliminary estimates. Minor changes to these figures which do not change the scope of work will not require an amendment to this program.						



## Transportation Planning Acronyms

<b>ADA</b>	Americans with Disabilities Act
<b>ADT</b>	Average Daily Traffic
<b>AQCD</b>	Air Quality Conformity Determination
<b>ARRA</b>	American Recovery and Reinvestment Act of 2009
<b>ARTS</b>	All Roads Transportation Safety
<b>AVL</b>	Automatic Vehicle Location
<b>CAAA</b>	Clean Air Act Amendments
<b>CAC</b>	Citizen's Advisory Committee
<b>CMAQ</b>	Congestion Mitigation and Air Quality
<b>CMP</b>	Congestion Management Process
<b>CNG</b>	Compressed Natural Gas
<b>CO</b>	Carbon Monoxide
<b>CTPP</b>	Census Transportation Planning Package
<b>DEQ</b>	Department of Environmental Quality
<b>DLCD</b>	Department of Land Conservation & Development (State of Oregon)
<b>EIS</b>	Environmental Impact Statement
<b>EJ</b>	Environmental Justice
<b>EMME/2</b>	Computerized Transportation Modeling Software
<b>EMP</b>	Expressway Management Plan
<b>EOA</b>	Economic Opportunity Analysis
<b>EPA</b>	Environmental Protection Agency
<b>FAST</b>	Fixing America's Surface Transportation Act
<b>FHWA</b>	Federal Highway Administration
<b>FRA</b>	Federal Railroad Administration
<b>FTA</b>	Federal Transit Administration
<b>GIS</b>	Geographic Information System
<b>HOV</b>	High-Occupancy Vehicle (carpool, train, bus, etc.)
<b>IAMP</b>	Interchange Area Management Plan
<b>IGA</b>	Intergovernmental Agreement
<b>ITS</b>	Intelligent Transportation System
<b>LOAC</b>	Local Officials Advisory Committee
<b>LOS</b>	Level of Service
<b>MAP-21</b>	Moving Ahead for Progress in the 21st Century
<b>MPO</b>	Metropolitan Planning Organization (such as SKATS)
<b>MTIP</b>	Metropolitan Transportation Improvement Program
<b>MWACT</b>	Mid-Willamette Valley Area Commission on Transportation
<b>MWVCOG</b>	Mid-Willamette Valley Council of Governments
<b>NAAQS</b>	National Ambient Air Quality Standards
<b>NEPA</b>	National Environmental Policy Act of 1969
<b>NHS</b>	National Highway System
<b>O &amp; D</b>	Origin and Destination
<b>ODOT</b>	Oregon Department of Transportation
<b>OMAP</b>	Oregon Medical Assistance Program
<b>OMPOC</b>	Oregon Metropolitan Planning Organization Consortium
<b>OTP</b>	Oregon Transportation Plan
<b>OTC</b>	Oregon Transportation Commission
<b>PA</b>	Preferred Alternative
<b>PC</b>	Policy Committee

<b>P &amp; E</b>	Population and Employment
<b>PIP</b>	Public Involvement Plan
<b>PL</b>	Metropolitan Planning Funds (Federal provided to MPO)
<b>PM-10</b>	Particulate Matter (less than 10 micrometers)
<b>PMT</b>	Project Management Team
<b>PPP</b>	Public Participation Plan
<b>RFP</b>	Request for Proposal
<b>ROCR</b>	Regional Operational Characteristics Report
<b>ROD</b>	Record of Decision
<b>RTSP</b>	Regional Transportation Systems Plan
<b>SAFETEA-LU</b>	Safe Accountable Flexible Efficient Transportation Equity Act: A Legacy for Users
<b>SAMTD</b>	Salem Area Mass Transit District
<b>SDC</b>	Systems Development Charge
<b>SIP</b>	State Implementation Plan for Air Quality
<b>SKATS</b>	Salem-Keizer Area Transportation Study
<b>SOV</b>	Single-Occupant Vehicle
<b>SPR</b>	State Planning & Research
<b>SRTS</b>	Safe Routes to School
<b>SSSP</b>	System Safety and Security Plan
<b>STBGP</b>	Surface Transportation Block Grant Program
<b>STBGP-U</b>	Surface Transportation Block Grant Program – Urban
<b>STIF</b>	Statewide Transit Improvement Fund
<b>STIP</b>	State Transportation Improvement Program
<b>STP</b>	Surface Transportation Program
<b>STP-U</b>	Surface Transportation Program - Urban
<b>TAC</b>	Technical Advisory Committee
<b>TA</b>	Transportation Alternatives
<b>TAM</b>	Transit Asset Management
<b>TAP</b>	Transportation Alternatives Program
<b>TAZ</b>	Transportation Analysis Zone
<b>TCM</b>	Transportation Control Measure
<b>TDM</b>	Transportation Demand Management
<b>TDP</b>	Transit Development Program
<b>TGM</b>	Transportation & Growth Management (joint ODOT/DLCD grant program)
<b>TIP</b>	Transportation Improvement Program
<b>TMA</b>	Transportation Management Area
<b>TMA</b>	Transportation Management Association
<b>TOD</b>	Transit Oriented Development
<b>TPR</b>	Transportation Planning Rule (implementing State Land Use Goal)
<b>TSM</b>	Transportation Systems Management
<b>TSAP</b>	Transportation Safety Action Plan
<b>TSP</b>	Transportation Systems Plan (local)
<b>UGB</b>	Urban Growth Boundary
<b>UPWP</b>	Unified Planning Work Program
<b>USDOT</b>	United States Department of Transportation
<b>V/C</b>	Volume/Capacity Ratio
<b>VISUM</b>	Computerized Transportation Modeling Software
<b>VMT</b>	Vehicle Miles of Travel
<b>WTW</b>	Welfare to Work

## Appendix A

### COOPERATIVE AGREEMENT

#### DUTIES AND RESPONSIBILITIES FOR COOPERATIVELY CARRYING OUT TRANSPORTATION PLANNING AND PROGRAMMING

THIS AGREEMENT made and entered into this 6th day of April 1987 by and between the State of Oregon by and through its Department of Transportation, hereinafter called "STATE", Mid Willamette Valley Council of Governments, hereinafter called "COG", City of Salem, hereinafter called "SALEM", City of Keizer, hereinafter called "KEIZER", Marion County and Polk County, hereinafter called "MARION" and "POLK", and the Salem Area Transit District, hereinafter called "DISTRICT" all of which are referred to collectively as "PARTIES".

#### W I T N E S S E T H

WHEREAS, the Highway Act of 1973 set forth requirements for Transportation Planning and provided funds for this purpose to Metropolitan Areas of 50,000 population or more to carry out a continuous, comprehensive and cooperative (3C) transportation planning process; and

WHEREAS, STATE, COG, SALEM, KEIZER, MARION, POLK and TRANSIT DISTRICT participate in the "3C" process in the Salem/Keizer Metropolitan Area; and

WHEREAS, the PARTIES desire to update, clarify, and streamline the process;

NOW, THEREFORE, the PARTIES hereto do mutually agree as follows:

Section A. The COG will provide administrative services and, along with STATE, carry out the technical responsibilities for the transportation planning process.

Section B. The Council of Governments shall retain the sole responsibility for acceptance of all contracts, grants and gifts for transportation planning in the Salem area, and all fiscal and financial responsibility therefore. The Director of the COG shall select and supervise the transportation planning coordinator and staff assigned to the transportation planning process.

Section C. The Salem Area Transportation Study (SATS) Coordinating Committee will be renamed the Salem/Keizer Area Transportation Study (SKATS) Policy Committee. Voting membership on the SKATS Policy Committee shall consist of:

1. One member, Marion County Board of Commissioners
2. One member, Polk County Board of Commissioners
3. One member, City of Salem City Council
4. One member, City of Keizer City Council
5. One member, Salem Area Mass Transit District Board of Directors
6. One member, Oregon Department of Transportation
7. One member, School District 24J Board

Section D. The SKATS Policy Committee is responsible for developing Bylaws, operating procedures, transportation plans, transportation improvement programs, and work programs, and to take other actions necessary to carry out the transportation planning process.

Section E. The SKATS Policy Committee shall use the following process in adopting the Transportation Plan and Transportation Improvement Program:

- 1) If the Policy Committee approves the document with a unanimous vote of the Policy Committee members attending a meeting as described in Section F., then the document is adopted.
- 2) If the Policy Committee approves the document with less than a unanimous vote (as described in Section F.) then the document shall be referred to the governing bodies of Marion, Polk, Salem, Keizer, and the District for endorsement. All five jurisdictions must endorse the document for it to be considered adopted. If all five jurisdictions do not endorse the document, they shall individually or through the Policy Committee develop a mutually acceptable proposal which will then be adopted in accordance with paragraphs 1 and 2 of this Section.

A graphic representation of this adoption process is presented in Attachment A.

Section F. The unanimous vote of the Policy Committee members required in Section E. shall meet the following requirements:

- 1) All of the members in attendance must vote in favor of the action.
- 2) All of the members must have been notified of the meeting time, date, and place.

- 3) All of the members must have been notified that the issue was on the meeting agenda prior to the meeting.

Section G. The SKATS Policy Committee has the authority to take final action on all other matters pertaining to the transportation planning process.

Section H. Transportation Planning documents such as the Transportation Plan and the Transportation Improvement Program which have been prepared, adopted, and are currently in effect, will remain in effect until the SKATS Policy Committee adopts new, updated, or revised versions of the documents.

Section I. The SKATS Policy Committee shall review this agreement on or before January, 1992 and every five years thereafter and recommend revisions as desired to the PARTIES. This agreement will remain in effect until revised or replaced by the PARTIES.

Section J. This Agreement supersedes all previous agreements among the respective parties covering the same subject, particularly the Agreement of October 30, 1980 among the State, COG, Salem, Marion, Polk and District; and the October 14, 1980 Joint Resolution between COG and the SATS Coordinating Committee.

IN WITNESS WHEREOF, STATE, COG, SALEM, KEIZER, MARION, POLK and DISTRICT have caused this Agreement to be executed in their respective names by their authorized representatives as of the day set out above.

This Agreement was approved by the Oregon Transportation Commission on March 20, 1987, at which time the Director, Oregon Department of Transportation, was authorized and directed to sign said Agreement for and on behalf of the Commission. Said authority is set forth in Volume 14, Page       , Minute Book of the Oregon Transportation Commission.

APPROVED AS TO FORM:

James L. Seavers  
Assistant Attorney General  
and Counsel State of Oregon

John P. Lien  
City Attorney

William J. Fyfe  
City Attorney

Robert C. Brown  
Legal Counsel 3-25-87

Michael E. Weying  
Legal Counsel 4.29.87

Edward L. Clark, Jr.  
Legal Counsel

BBB  
Legal Counsel

Robert E. Ottumano  
Director, Oregon Department of  
Transportation

CITY OF KEIZER

By: Robert L. Smith  
Mayor

ATTEST: Brian Darby  
City Recorder

CITY OF SALEM

By: Lisa D. Miller  
Mayor

ATTEST: Ramona Hudson 4/27/87  
City Recorder

COUNTY OF MARION

Frankie  
Chairman

Commissioner

Commissioner

COUNTY OF FOLK

Chairman

Commissioner

Commissioner

SALEM AREA TRANSIT DISTRICT  
BOARD OF DIRECTORS

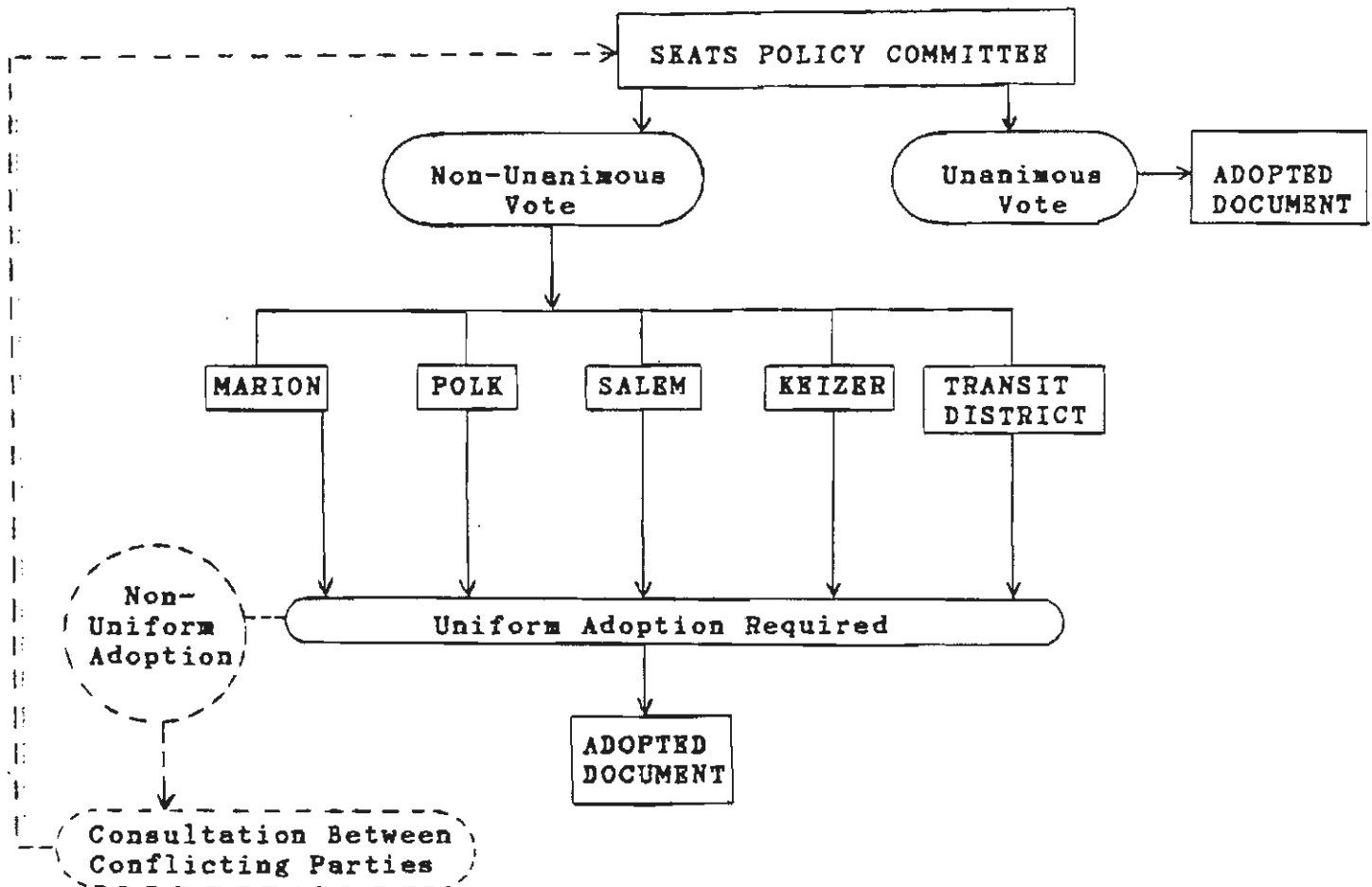
President

MID WILLAMETTE VALLEY  
COUNCIL OF GOVERNMENTS

Chairman



ADOPTION PROCESS  
FOR TRANSPORTATION PLAN AND  
TRANSPORTATION IMPROVEMENT PROGRAM



NEIL GOLDSCHMIDT  
GOVERNOR



OFFICE OF THE GOVERNOR  
STATE CAPITOL  
SALEM, OREGON 97310-1347

RECEIVED

MAY 13 1987

MID WILLAMETTE VALLEY  
COUNCIL of GOVERNMENTS

May 8, 1987

Mid-Willamette Valley  
Council of Governments  
400 Senator Building  
220 High Street NE  
Salem, OR 97301-3683

Dear Council:

The cities of Salem and Keizer and the counties of Polk and Marion, along with the Salem Area Transit District and the Oregon Transportation Commission, have agreed that the Metropolitan Planning Organization for the Salem-Keizer urbanized area should be the Salem-Keizer Area Transportation Study Policy Committee. I concur with the designation of the new Metropolitan Planning Organization.

The Mid-Willamette Council of Governments will carry out the administrative responsibilities for the new Metropolitan Planning Organization. Funds used to carry out the transportation planning process will be funneled through the Council of Governments and expended under the direction of the Salem-Keizer Area Transportation Study Policy Committee.

Sincerely,



Neil Goldschmidt  
Governor

NG:dkc  
1175A



**AMENDMENT NO. 1  
to the  
COOPERATIVE AGREEMENT**

**DUTIES AND RESPONSIBILITIES FOR COOPERATIVELY  
CARRYING OUT TRANSPORTATION PLANNING AND PROGRAMMING**

THE STATE OF OREGON, by and through its Department of Transportation, THE MID-WILLAMETTE VALLEY COUNCIL OF GOVERNMENTS, THE CITY OF SALEM, THE CITY OF KEIZER, MARION COUNTY, POLK COUNTY, and THE SALEM AREA MASS TRANSIT DISTRICT (referred to collectively as "PARTIES") entered into a cooperative agreement for duties and responsibilities for cooperatively carrying out transportation planning and programming. This Agreement was approved by the Oregon Transportation Commission on March 20, 1987, at which time the Director, Oregon Department of Transportation, was authorized and directed to sign the Agreement for and on behalf of the Commission.

It has now been determined by the "PARTIES" that the agreement referenced above, while remaining in full force and effect, shall be amended by this Amendment No. 1 to add THE CITY OF TURNER as a voting member on the Salem-Keizer Area Transportation Study (SKATS) Policy Committee.

Therefore, the Cooperative Agreement shall be amended as follows:

**Section C of the Cooperative Agreement shall be amended to add subsection 8 to read as follows:**

Section C. The Salem Area Transportation Study (SATS) Coordinating Committee will be renamed the Salem/Keizer Area Transportation Study (SKATS) Policy Committee. Voting membership on the SKATS Policy Committee shall consist of:

1. One member, Marion County Board of Commissioners
2. One member, Polk County Board of Commissioners
3. One member, City of Salem City Council
4. One member, City of Keizer City Council
5. One member, Salem Area Mass Transit District Board of Directors

6. One member, Oregon Department of Transportation
7. One member, School District 24J Board
8. One member, City of Turner City Council

This agreement shall be effective on the date all required signatures are obtained.

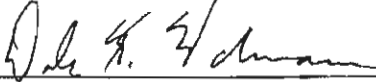
**IN WITNESS WHEREOF** the parties hereto have caused this Agreement to be signed in their respective names by their duly authorized representatives as of the dates set forth below.

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

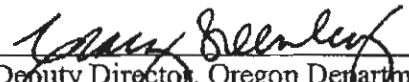
SIGNATURE PAGE TO FOLLOW

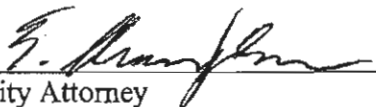
On January 31, 2002, the Director of the Oregon Department of Transportation approved Subdelegation Order No. 2, in which the Director grants authority to the Deputy Directors, Division Managers, Chief of Staff, Technical Services Manager/Chief Engineer, Branch and Region Managers for their respective Branch or Region, to approve and execute agreements up to \$75,000 when the work is related to a project included in the Statewide Transportation Improvement Program, other system plans approved by the Commission such as the Traffic Safety Performance Plan, or in a line item in the approved biennial budget.

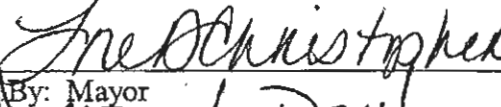
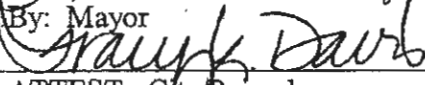
APPROVED AS TO FORM:


  
Assistant Attorney General

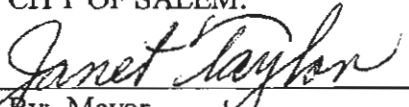
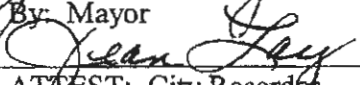
Date 9/30/03

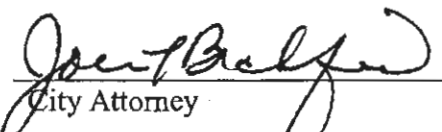
  
Deputy Director, Oregon Department  
of Transportation, Transportation  
Development Division  
Date 10-6-03

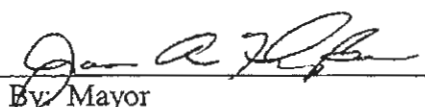
  
City Attorney  
Date 6-26-03

CITY OF KEIZER:  
  
By: Mayor  
  
ATTEST: City Recorder  
Date 6-17-03

  
City Attorney  
Date 6/14/03

CITY OF SALEM:  
  
By: Mayor  
  
ATTEST: City Recorder  
Date 6-12-03

  
City Attorney  
Date 7/16/2003

CITY OF TURNER:  
  
By: Mayor  
ATTEST: City Recorder  
Date \_\_\_\_\_

Approved as to form

Legan Mitchell  
County Contracts Coordinator 8/15/03

Miscellaneous Contracts and Agreements  
No. 20,523

COUNTY OF MARION:

Donna Stronach  
Legal Counsel

Date 20 August 2003

Patricia Mulse  
By: Chairman  
Michael R. Rife  
Commissioner  
James R. Rife  
Commissioner  
Date 8/27/03

COUNTY OF POLK:

Donna Stronach  
Legal Counsel

Date 5/12/03

Tom Rethen  
By: Chairman  
Michael R. Rife  
Commissioner  
Tom Rethen  
Commissioner  
Date \_\_\_\_\_

SALEM AREA TRANSIT DISTRICT  
BOARD OF DIRECTORS:

Donna Stronach  
Legal Counsel

Date 5/22/03

Seay Chapman  
President  
Date 5/22/03

MID-WILLAMETTE VALLEY  
COUNCIL OF GOVERNMENTS

Donna Stronach  
Executive Director

Date 7/8/03



# Appendix B



Federal Highway Administration  
Oregon Division Office  
530 Center Street, Suite 420  
Salem, Oregon 97301  
(503) 399-5749



Federal Transit Administration  
Region 10 Office  
915 Second Avenue, Room 3142  
Seattle, Washington 98174-1002  
(206) 220-7654

November 18, 2016

Ms. Cathy Clark, Chair  
Salem-Keizer Area Transportation Study  
100 High Street SE, Suite 200  
Salem, OR 97301

Subject: SKATS Federal Certification Review

Dear Ms. Clark:

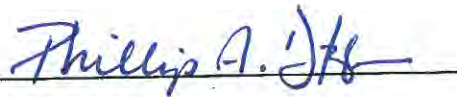
This letter notifies you that the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA) jointly certify the planning process for the Salem-Keizer Transportation Management Area (TMA). This certification is based on the findings from the Federal Certification Review conducted on October 12-13, 2016.

The overall conclusion of the Certification Review is that the planning process for the Salem-Keizer TMA complies with the spirit and intent of Federal metropolitan transportation planning laws and regulations under 23 USC 134 and 49 USC 5303, subject the findings in the certification report. The certification report is being finalized and will be issued under separate cover.

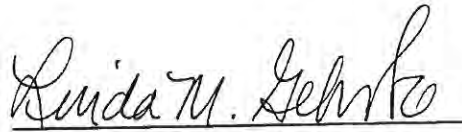
We would like to thank Mike Jaffe and his staff for their time and assistance in planning and conducting the review and public involvement.

If you have any questions regarding this Certification, please direct them to either Ms. Rachael Tupica, Senior Community Planner of the FHWA Oregon Division, at (503) 316-2549 or Mr. Jeremy Borrego, Transportation Program Specialist, of the FTA Region 10, at (206) 220-7956.

Sincerely,



Phillip A. Ditzler  
Division Administrator  
Federal Highway Administration, Oregon Division



Linda M. Gehrke  
Regional Administrator  
Federal Transit Administration, Region 10

cc:

SKATS	Jennie Messmer, MWVCOG Executive Director
	Mike Jaffe, Transportation Program Director
ODOT	Lisa Nell, Region 2, Planning and Development Manager
	Terry Cole, Region 2 Lead Planner
	Dan Fricke, Region 2, Senior Region Planner
	Erik Havig, Planning Section Manager
	Marsha Hoskins, Public Transit Manager
ODEQ	Dave Nordberg, Air Quality Planner
EPA	Karl Pepple, Environmental Protection Specialist
	Claudia Vaupel, Air, Waste & Toxics Office, State & Tribal Air Programs Unit
SAMTD	Stephen Dickey, Transportation Development Director

RT/ah



# Oregon

Kate Brown, Governor

## Department of Transportation

Policy, Data and Analysis Division

555 13<sup>th</sup> Street NE, Suite 2

Salem, OR 97301

Phone: (503) 986-3420

Fax: (503) 986-4173

## Appendix C

April 17, 2020

Rachael Tupica  
Jasmine Harris  
FHWA Oregon Division Office  
530 Center St. NE, Suite 420  
Salem, OR 97301

Jeremy Borrego  
Federal Transit Administration  
915 Second Avenue, #3142  
Federal Building  
Seattle, WA 98174

Subject: SKATS's Certification Review and Corrective Action(s) Status Approval

Pursuant to 23 U.S.C. 134(k) and 49 U.S.C. 5303(k), the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA) jointly certify the metropolitan transportation planning process in the Salem-Keizer Area Transportation Study (SKATS) Transportation Management Area (TMA) every four years. A Certification Review was held on October 2016 with a final Certification Report issued on May 24, 2017. The 2017 Certification Report findings included five (5) corrective actions.

ODOT has reviewed the status of the corrective actions documented in the 2017 SKATS TMA Certification Review and certifies that four (4) of the five (5) corrective actions have been completed and approved, or are waiting for final approval by FHWA and FTA. The final remaining corrective action addresses the Congestion Management Program and SKATS is actively working on a resolution that has been acknowledged by FHWA and FTA. The status of these corrective actions is also formally documented in the FY2020-2021 SKATS UPWP, Appendix C.

If you have any questions, or would like additional information, please contact me at your convenience.

Sincerely,

---

Erik Havig  
Planning, Data & Analysis Section Manager

Cc:  
Dan Fricke, ODOT Region 2 MPO Liaison  
Lisa Nell, ODOT Region 2 Planning Manager  
Mary McGowan, ODOT Planning, Data & Analysis Division Transportation Planner  
Mike Jaffe, SKATS Program Director

## SKATS UPWP Appendix C: Certification Findings, Actions Taken and Status (as of April 9, 2020)

<b>Planning Topic</b>	<b>Metropolitan Transportation Plan (MTP)</b> 23 U.S.C. 134(c),(h)&(i) 23 CFR 450.324
USDOT Findings	<p><b>Corrective Action 1 – Metropolitan Transportation Plan:</b> By May 31, 2019, with the update of the MTP, SKATS must clearly document an integrated, regional transportation planning process, including all supporting analysis, to meet the requirements of 23 CFR 450.324. The MTP should include documentation on: the clear integration of Federal planning factors; the use of the plan’s vision, goals, objectives, and indicators in the decision-making process; and consultation processes. The plan should also include a more fully developed financial plan and further discussion of the linkage between the CMP and RTSP.</p>
Actions Taken by MPO	<p><b><i>The clear integration of Federal planning factors</i></b>  The federal planning factors are reflected in the Goals of the RTSP as presented in <b>Chapter 3</b>. As they are part of the Goals and Objectives of the RTSP, the concepts they capture are discussed throughout the Plan.</p> <ul style="list-style-type: none"> <li>• Page 3-1 has the federal planning factors from FAST Act</li> <li>• The Goals and Objectives start on <b>Page 3-3</b>.</li> <li>• <b>Appendix J</b> includes a discussion of the how the federal planning factors are included in the RTSP. This discussion starts on <b>Page J-4</b>.</li> <li>• As the Goals of the RTSP support the federal planning factors, and the Goals are used to score the proposed projects, the federal planning factors are tangentially used in the process.</li> </ul> <p><b><i>The use of the plan’s vision, goals, objectives and indicators in the decision-making processes.</i></b>  The Goals and Objectives of the RTSP have been used to inform the selection of projects. This is a new process developed over many months of discussion with the Technical Advisory Committee and the Policy Committee. The process is documented in <b>Appendix C</b>.</p> <ul style="list-style-type: none"> <li>• <b>Appendix C</b> details the process used to score the proposed projects and to determine which are included in the financially constrained RTSP. The process was developed with the TAC from August 2018 through November 2018, with review of the results in the December 2018 to February 2019 meetings and was presented to and accepted by the PC at their February 2019 meeting.</li> <li>• The process includes criteria based on the RTSP Goals that were used to evaluate each project. These criteria were to be quantitative and be based on existing conditions as much as possible. See page C-1 for the association of Goals to criteria and C-6 through C-7 for the criteria. The criteria were weighted as per direction of the PC as shown on page C-2.</li> </ul> <p><b><i>[documentation on] consultation processes</i></b>  The consultation process adopted by SKATS is documented in a separate document (<i>Consultation Process for use During the Development of the SKATS RTSP and TIP</i>). Comments received as part of the consultation process for the RTSP are included in <b>Appendix O</b> of the RTSP.</p> <ul style="list-style-type: none"> <li>• The consultation process has been discussed with FHWA and FTA in 2018 and into 2019. SKATS complied with changes and other documentation requests by FHWA and FTA, including tribal consultation documentation. The consultation response from the two tribes in our area are available. SKATS is</li> </ul>

	<p>still waiting for a final approval by FHWA and FTA on the Consultation document.</p> <ul style="list-style-type: none"> <li>• Resource agencies were contacted to comment on the draft RTSP. Only one resource agency responded. See comments in <b>Appendix O of the RTSP</b>, page 45.</li> <li>• Comments on the AQCD from the public and AQCD consultation group are included in the AQCD (page 3). There were no comments from either the public or the AQCD consultation group during the public comment period. The AQCD is included as <b>Appendix Y</b> in the final RTSP.</li> </ul> <p><b><i>The plan should also include a more fully developed financial plan</i></b> Chapter 6 of the RTSP describes the financial situation for the plan period. It has been revised to be more understandable by the general public, but also comprehensive in its coverage. A section on financial constraint has been revised (see page 6-14 to 6-15), including Financial Constraint summary (tables 6-13 and 6-14) which builds on the earlier tables in Chapter 6 that describe revenue sources and expenditures. In addition, the financial projections were used with the new project selection process (<b>Appendix C</b>).</p> <p><b><i>Further discussion of the linkage between the CMP and RTSP.</i></b> The CMP was revised at the same time as the update to the RTSP. The project selection process documented in <b>Appendix C of the RTSP</b> addressed the Regional Goals and Objectives; four of these objectives are also used in the revised CMP, demonstrating the linkage between the RTSP and CMP. In addition, the types of strategies included in the CMP are reflected in the projects and programs included in the 2019-2043 RTSP.</p>
ODOT Review	Complete. The update and adoption of the 2019-2043 RTSP has satisfied the intent of the corrective action.
Status	With the update and adoption of the 2019-2043 RTSP, SKATS believes it has <b><u>met the corrective actions</u></b> for the Metropolitan Transportation Plan.

<b>Planning Topic</b>	<b>Transportation Improvement Program (TIP)</b> 23 U.S.C. 134(c)(h)& (j) 23 CFR 450.326
USDOT Findings	<b>Corrective Action 2 – TIP:</b> By July 1, 2020, with the update of the next TIP, SKATS must provide clear documentation that adequate funding is available by year to operate and maintain the system and to deliver projects on the schedule proposed in the TIP to meet all financial planning and fiscal constraint requirements identified in 23 CFR 450.326.
Actions Taken by MPO	<p><b><i><u>Clear documentation that adequate funding is available by year to <u>operate and maintain the system...</u></u></i></b> The Draft SKATS FY 2021-2026 TIP (expected to be adopted in May 2020) includes expanded language about how the system is maintained and operated. A discussion about the maintenance and operation for both the highway system and the transit system was added (<b>Page 34</b>). There is an expanded discussion of sources of funds that are used to operate and maintain the systems and generally how the locals have committed to a minimum level of facility maintenance. Table 4 (<b>Page 36</b>) summarizes the annual revenue and expenditures for each jurisdiction demonstrating that adequate funding is available.</p> <p><b><i>... and to deliver projects on the schedule proposed in the TIP to meet all financial</i></b></p>

	<p><b><i>planning and fiscal constraint requirements identified in 23 CFR 450.326.</i></b></p> <p>The Draft TIP is organized to tell a story. Chapter 3 provides information about the anticipated sources of funds, assumptions made in determining the available revenue and the anticipated revenue by year and fund type (summarized on Table 2 – <b>Page 32</b>). After describing the TIP selection process (<b>contained in Chapter 5 – Page 48</b>), the funded projects are listed in Chapter 6, Table 10, and includes the financial details of each project including source of funds by phase and year. Chapter 7 (<b>beginning at Page 77</b>) in the draft TIP provides documentation that the draft TIP is financially constrained. The Revenue and Expenditures by fund for each year are summarized in Tables 11 and 12 (<b>Pages 79-80</b>) using a similar format that ODOT uses to demonstrate fiscal constraint that has been approved by FHWA. This table compares the anticipated revenue (from Table 2) to the proposed commitments (from Table 10) showing that there are adequate funds to deliver the projects as scheduled.</p>
ODOT Review	ODOT has reviewed and finds that the 21-26 TIP demonstrates fiscal constraint. Currently out for public review. Adoption by SKATS Policy Committee in May.
Status	With the update and adoption of the FY 2021-2026 TIP, SKATS believes it has <u><b>met the corrective actions</b></u> for the Transportation Improvement Program.

<b>Planning Topic</b>	<p><b>Congestion Management Process (CMP)</b></p> <p>23 U.S.C. 134(k)(3)</p> <p>23 CFR 450.322</p>
USDOT Findings	<p><b>Corrective Action 3 – CMP:</b> By May 31, 2019, with the update of the MTP, SKATS must make the following improvements to the congestion management process to meet the requirements of 23 CFR 450.322:</p> <ul style="list-style-type: none"> <li>• Congestion management objectives,</li> <li>• Evaluation of alternative strategies,</li> <li>• Evaluation of the effectiveness of congestion reduction strategies with established performance measures, and</li> </ul> <p>Evaluation of the efficiency and effectiveness of implemented actions.</p>
Actions Taken by MPO	<p><b><i>Congestion management objectives</i></b></p> <p>The CMP was revised to include objectives from the SKATS RTSP to guide the selection of strategies to pursue and implement while attempting to address vehicular congestion within SKATS. The objectives relate to the RTSP Goals, providing a linkage between the two documents (Section I – Develop Regional Objectives).</p> <p><b><i>Evaluation of alternative strategies</i></b></p> <p>A set of 43 strategies were identified and evaluated how well they addressed the aforementioned objectives. The evaluation was made by a Working Group composed of SKATS TAC members and subject matter experts from the local agencies and jurisdictions. Thirty-one of the strategies were ranked high enough to warrant their consideration for use at either the regional or corridor level. See Section VI (Identify Strategies) of the CMP document for more information.</p> <p><b><i>Evaluation of the effectiveness of congestion reduction strategies with established performance measures</i></b></p> <p>A discussion is included in the CMP of how each objective is used to evaluate the strategies and the associated performance measures. This is presented in Section VIII (Evaluate Effectiveness of the Strategies).</p> <p><b><i>Evaluation of the efficiency and effectiveness of implemented actions</i></b></p> <p>Given that not all the strategies identified in the CMP have been implemented, the</p>



	discussion in the document is limited to <i>how</i> the evaluation would take place. Future revisions to the CMP will provide a discussion on how well (if at all) the implemented actions worked.
ODOT Review	In progress. ODOT is waiting final revisions from SKATS based on comments submitted in May 2019. SKATS will submit an updated report for approval by July 2020.
Status	A draft document was submitted on May 22, 2019 with a meeting to discuss the document with FHWA, FTA and ODOT taking place on July 15, 2019. Based on feedback from the meeting, modifications have been made to the CMP. Final revisions to the CMP will be submitted to ODOT by July 2020. At that time, <b>we expect that ODOT will concur that the Corrective Actions have been met.</b>

Planning Topic	Public Participation 23 U.S.C. 134(i)(6) 23 CFR 450.316 & 450.326(b)
USDOT Findings	<p><b>Corrective Action 4 – Public Participation:</b> By December 31, 2017, prior to the next MTP update, SKATS shall update the PPP to meet all requirements of 23 CFR 450.316 and 326(b), including:</p> <ul style="list-style-type: none"> <li>• Identification of key decision points where the MPO requests public comment and explicit procedures for outreach at these milestones.</li> <li>• Inclusion of a disposition of comments with major federal planning documents.</li> <li>• Specific outreach strategies to engage traditionally underserved populations.</li> <li>• Criteria or process to evaluate the effectiveness of outreach processes.</li> </ul> <p>In each major planning document, a demonstration of how the explicit processes and procedures identified in the PPP were followed and a summary that characterizes the extent to which public comments influenced MTP and TIP development.</p>
Actions Taken by MPO	SKATS updated its Public Participation Plan (PPP) twice in 2017. The May 2017 update included changes to reflect the process SKATS will use for amendments to the Transportation Improvement Program (TIP). The update in November 2017 was in response to the TMA Certification Review Corrective Action #4. The adopted PPP identifies key decision points for public comment and outreach; the dispositions of comments (used for both the PPP and the TIP in 2017 and 2018) and the other bullet points in Correction Action 4.
ODOT Review	Complete. The Public Participation Plan was approved by FHWA and FTA in August 2018.
Status	FHWA and FTA sent an email on August 29, 2018 stating the SKATS Public Participation Plan (dated December 2017) <b><u>meets the Corrective Action.</u></b>

Planning Topic	Consultation 23 U.S.C. 134(g) & (i) 23 CFR 450.316(b-e), 23 CFR 450.324(g)(10) and 23 CFR 450.324(h)
USDOT Findings	<b>Corrective Action 5 – Consultation:</b> By December 31, 2017, SKATS shall develop and document a formal consultation process for the MPO to meet all requirements in 23 CFR 450.316(b-e), 23 CFR 450.324(g)(10), and in 23 CFR 450.324(h).
Actions Taken by MPO	A draft Consultation document was written to address the corrective action
ODOT Review	Complete. ODOT submitted approval of the document on February 25, 2020 to FHWA and FTA.



Status	<p>On December 26, 2017, SKATS submitted a formal Consultation Process Document (<b><i>“Consultation Process for use During Development of the SKATS RTSP and TIP”</i></b>) to ODOT, FHWA and FTA. After discussions in the late summer and early fall of 2018, a revised draft was submitted on December 12, 2018 to ODOT, FHWA and FTA. A meeting of the Certification Review Team took place on May 21, 2019 to discuss the document and whether it meets the findings of the corrective action. In May 2019, ODOT Region 2 concurred and recommended FHWA/FTA approval of the consultation document. On February 25, 2020, ODOT Region 2 staff (Dan Fricke) emailed that he had forwarded the document and an approval recommendation to Erik Havig for further submittal to FHWA/FTA</p> <p>[Note: An email asking for clarification on how tribal consultation is conducted as part of the development of the major SKATS documents was received from FHWA on June 5, 2019 and an email addressing these questions was sent to FHWA on June 11, 2019.]</p> <p>Subject to any further revisions recommended by FHWA &amp; FTA, SKATS staff believes we have now <b><u>met this Corrective Action.</u></b></p>
--------	--

## Appendix D

### Title VI and Executive Order 12898 Comparison

<u>Aspects of the Authorities</u>	<u>Title VI of the Civil Rights Act of 1964</u>	<u>Executive Order 12898</u>
What is the authority?	Title VI is a federal statute enacted as part of the Civil Rights Act of 1964.	E.O. 12898 is a Presidential executive order signed in 1994. It is not a statute or law.
What does it say?	<p>Title VI prohibits discrimination on the basis of <b><u>race, color, and national origin</u></b> in programs and activities receiving federal financial assistance.</p> <p>Title VI itself prohibits intentional discrimination, and most funding agencies have regulations implementing Title VI that prohibit recipient practices that have the effect of discriminating on the basis of race, color, or national origin.</p>	E.O. 12898 directs all Federal agencies to “make achieving environmental justice part of its mission by identifying and addressing, as appropriate, disproportionately high and adverse human health or environmental effects of its programs, policies, and activities on minority populations and low-income populations.”
What is the purpose?	Title VI was designed to ensure that federal funds are not being used for discriminatory purposes.	E.O. 12898 was issued to focus federal attention on the environmental and human health conditions in minority and low-income communities; to promote nondiscrimination in federal programs substantially affecting human health and the environment; and to provide minority and low-income communities’ access to public information on, and an opportunity for public participation in, matters relating to human health or the environment.
Who is covered?	Title VI applies to recipients of federal financial assistance.	E.O. 12898 applies to designated Federal agencies. (E.O. 12898 Section 6-604, see also 2011 Memorandum of Agreement on Environmental Justice)

<u>Aspects of the Authorities</u>	<u>Title VI of the Civil Rights Act of 1964</u>	<u>Executive Order 12898</u>
What is required?	<p>Title VI requires federal agencies to monitor their recipients and ensure their compliance with Title VI.</p> <p>Title VI requires recipients of federal financial assistance to not discriminate on the basis of race, color, or national origin.</p>	<p>E.O. 12898 requires Federal agencies to create environmental justice strategies. Pursuant to the 2011 Memorandum of Agreement on Environmental Justice entered into by 17 Federal agencies, those agencies agreed to issue an annual implementation progress report on environmental justice.</p>
How is it enforced?	<p>Individuals alleging <u>intentional</u> discrimination may file suit in federal court or a complaint with the federal agency providing funds for the program or activity at issue.</p> <p>If a program or activity has a <u>discriminatory effect</u>, individuals may file an administrative complaint with the federal funding agency. An individual <u>cannot</u> file a suit in federal court to address discriminatory impacts of a recipient's activities.</p> <p>Additionally, federal agencies have the authority to conduct compliance reviews of recipients to ensure their activities do not violate Title VI.</p>	<p>E.O. 12898 is not enforceable in the courts and it does not create any rights, benefits, or trust responsibilities enforceable against the United States.</p> <p>While the E.O. 12898 is not enforceable against the United States, it is a Presidential order that requires each Federal agency to “conduct its programs, policies, and activities that substantially affect human health or the environment, in a manner that ensures that such programs, policies, and activities do not have the effect of excluding persons ... from participation in, denying persons...the benefits of, or subjecting persons...to discrimination under, such programs, policies, and activities, because of their race, color, or national origin.”</p> <p>Therefore, to accomplish the goals of E.O. 12898, a Federal agency may implement policies that affect their funding activity. Agencies may also utilize their authority under various laws such as the Clean Air Act, National Environmental Policy Act, and the Fair Housing Act to achieve the goals of the Executive Order.</p>

*How do the Executive Order and Title VI overlap?*

The Presidential Memorandum accompanying EO 12898 states, in part:

“I am therefore today directing that all department and agency heads take appropriate and necessary steps to ensure that the following specific directives are implemented immediately: In accordance with Title VI of the Civil Rights Act of 1964, each Federal agency shall ensure that all programs or activities receiving Federal financial assistance that affect human health or the environment do not directly, or through contractual or other arrangements, use criteria, methods, or practices that discriminate on the basis of race, color, or national origin.”

Agencies’ Title VI enforcement and compliance authority includes the authority to ensure the activities they fund that affect human health and the environment, do not discriminate on the basis of race, color, or national origin. Therefore, agencies can use their Title VI authority, when appropriate, to address environmental justice concerns.

**INTERGOVERNMENTAL AGREEMENT**  
**ODOT/MPO/Public Transportation Providers Agreement**  
**Metropolitan Planning, Financial Plans and Obligated Project Lists**  
Salem-Keizer Area Transportation Study  
Salem Area Mass Transit District

**THIS AGREEMENT** is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "ODOT;" the SALEM-KEIZER AREA TRANSPORTATION STUDY is the designated Metropolitan Planning Organization for the Salem-Keizer area, acting by and through its MID-WILLAMETTE VALLEY COUNCIL OF GOVERNMENTS, hereinafter referred to as "MPO;" and SALEM AREA MASS TRANSIT DISTRICT acting by and through its Board of Directors, hereinafter referred to as "Public Transportation Provider," all herein referred to individually as "Party" and collectively as "Parties."

**RECITALS**

1. By the authority granted in Oregon Revised Statute (ORS) [190.110](#), state agencies may enter into agreements with units of local government for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform.
2. Intergovernmental agreements defining roles and responsibilities for transportation planning between ODOT, the Metropolitan Planning Organization for an area, and the public transportation provider for the area are required by 23 U.S.C. 134 and 23 CFR 450.314."
3. MPO is an ORS 190 intergovernmental organization consisting of representatives of the following jurisdictions and agencies from the City of Salem, City of Keizer, City of Turner, Marion County, Polk County, Salem-Keizer School District, MPO, and ODOT, and designated in April, 1974 by the Governor of Oregon as the MPO for the Salem-Keizer-Turner Area.
4. MPO is a recipient of Federal Highway Administration (FHWA) Planning (PL) funds and Federal Transit Administration (FTA) Section 5303 funds. ODOT's Annual State Fiscal Year Unified Planning Work Program Agreement and any Project Specific Agreements are separate agreements with specific deliverables and funding that remain in effect and are not in any way modified by this Agreement.
5. MPO is responsible for complying with the Metropolitan Planning requirements of 23 CFR 450 and 49 CFR 613 for the development of transportation plans, transportation improvement programs, work programs, and all other actions necessary to carry out the metropolitan transportation planning process. A decision must be made by the MPO Policy Board using the procedures established to adopt the Metropolitan Transportation Plan (MTP) and the Transportation Improvement Program (TIP). In order to be implemented, the recommendations of all other regionally significant transportation planning efforts need to be incorporated into the MTP and TIP. Therefore, it is the general policy of MPO that transportation planning products



be developed with the goal of obtaining support from the MPO Policy Board. This general approach requires a high level of communication between all of the MPO participants.

6. Public Transportation Provider is the designated recipient of the FTA Section 5307 Program (49 U.S.C. 5307) funds in the MPO area. The designated recipients are the public bodies with the legal authority to receive and dispense these federal funds.

**NOW THEREFORE**, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

### **SECTION 1. TERMS OF AGREEMENT**

1. Pursuant to the authority above, ODOT, MPO, and Public Transportation Provider agree to define roles and responsibilities in carrying out the metropolitan transportation planning and metropolitan transportation financial planning processes, as further described in the Statement of Work, marked "Exhibit A," attached hereto and by this reference made a part hereof.
2. This Agreement only addresses roles and responsibilities, and does not address funding. Each party shall be responsible for funding their own duties and obligations under this Agreement. The Parties may choose to enter into additional agreement(s) detailing deliverables and funding for the specific projects identified in Exhibit A.
3. The term of this Agreement shall begin on the date all required signatures are obtained. The work identified in Section 1, Paragraph 1 shall be completed no later than December 31, 2024, on which date this Agreement terminates unless extended by an executed agreement.
4. This Agreement may be revisited as needed, including upon adoption of any new Federal Transportation Authorization, and will be reviewed upon commencement of the MPO recertification or self-certification process. If the Parties determine there is a need to add or revise the roles and responsibilities, the Parties will enter into an amendment to this Agreement.

### **SECTION 2. ODOT OBLIGATIONS**

1. ODOT will fulfill its stewardship obligations to FHWA by providing oversight of the MPO to ensure that the MPO carries out its federal duties in a manner that complies with 23 U.S.C. 106(g).
2. ODOT will engage the other Parties to this Agreement in its transportation planning processes, including financial planning processes, ("Processes") and planning products ("Products"), as identified in "Exhibit A." Where ODOT is the lead agency for a Process or Product, it will be responsible for pursuing communication with the other Parties as agreed. ODOT will communicate early and in good faith, such that affected Parties have the opportunity to influence the final outcome or decisions.
3. Where ODOT is a party of interest, as identified in Exhibit A, to a Process or Product, it will participate in the development of the Process or Product as specified in this Agreement. ODOT

will offer information and opinions such that the lead agency and other participants have the opportunity to understand its positions, concerns, conflicts, and any likely objections to proposed outcomes.

4. ODOT, in cooperation with the MPO and the Public Transportation Provider, will establish and conduct a continuous, cooperative, and comprehensive transportation planning process in the development of projects, Processes, Products, and programs that address the required federal planning factors and 23 CFR 450.
5. ODOT's Project Manager for this Agreement is Dan Fricke, MPO Liaison Planner, ODOT Region 2, 455 Airport Road SE, Bldg. B, Salem, Oregon 97301-5395; phone (503) 986-2663; email: [daniel.l.fricke@odot.state.or.us](mailto:daniel.l.fricke@odot.state.or.us) or assigned designee upon individual's absence. ODOT shall notify the other Parties in writing of any contact information changes during the term of this Agreement.

### **SECTION 3. MPO OBLIGATIONS**

1. MPO will engage the other Parties to this Agreement in its Processes and Products as identified in Exhibit A. Where MPO is the lead agency for a Process or Product, it will be responsible for pursuing communication with the other Parties as agreed. MPO will communicate early and in good faith, such that affected Parties have the opportunity to influence the final outcome or decisions.
2. Where MPO is a party of interest, as identified in Exhibit A, to a Process or Product, it will participate in the development of the Process or Product as specified in this Agreement. MPO will offer information and opinions such that the lead agency and other participants have the opportunity to understand its positions, concerns, conflicts, and any likely objections to proposed outcomes.
3. MPO, in cooperation with ODOT and the Public Transportation Provider, will establish and conduct a continuous, cooperative, and comprehensive transportation planning process in the projects, Processes, Products, and programs that address the required federal planning factors and 23 CFR 450.
4. MPO will work with Public Transportation Provider and local agencies to provide a yearly report of obligated projects each October.
5. MPO's Project Manager for this Agreement is Michael Jaffe, Transportation Planning Director, MPO, 100 High Street SE, Suite 200, Salem, Oregon 97391-3667; phone: (503) 540-1606; email: [mjaffe@mwvcog.org](mailto:mjaffe@mwvcog.org), or assigned designee upon individual's absence. MPO shall notify the other Parties in writing of any contact information changes during the term of this Agreement.

### **SECTION 4. PUBLIC TRANSPORTATION PROVIDER OBLIGATIONS**

1. Public Transportation Provider will engage the other Parties to this Agreement in its Processes and Products as identified in Exhibit A. Where Public Transportation Provider is



the lead agency for a Process or Product, it will be responsible for pursuing communication with the other Parties as agreed. Public Transportation Provider will communicate early and in good faith, such that affected Parties have the opportunity to influence the final outcome or decisions.

2. Where Public Transportation Provider is a party of interest, as identified in Exhibit A, to a Process or Product, it will participate in the development of the Process or Product or the financial planning process as specified in this Agreement. Public Transportation Provider will offer information and opinions such that the lead agency and other participants have the opportunity to understand its positions, concerns, conflicts, and any likely objections to proposed outcomes.
3. Public Transportation Provider, in cooperation with ODOT and the MPO will establish and conduct a continuous, cooperative, and comprehensive transportation planning process in the development of projects, Processes, Products, and programs that address the required federal planning factors and 23 CFR 450.
4. Public Transportation Provider will provide a yearly report of obligated FTA projects to MPO and ODOT each October.
5. Public Transportation Provider's Project Manager for this Agreement is Stephen Dickey, Director, Transportation Development Division, 555 Court Street NE, Suite 5230, Salem, Oregon 97301; phone: (503) 588-2424; email: [Steve.dickey@cherriots.org](mailto:Steve.dickey@cherriots.org), or assigned designee upon individual's absence. Public Transportation Provider shall notify the other Parties in writing of any contact information changes during the term of this Agreement.

## **SECTION 5. GENERAL PROVISIONS**

1. This Agreement may be terminated by mutual written consent of all Parties.
2. ODOT may terminate this Agreement effective upon delivery of written notice to MPO and Public Transportation Provider, or at such later date as may be established by ODOT, under any of the following conditions:
  - a. If MPO or Public Transportation Provider fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
  - b. If MPO or Public Transportation Provider fails to perform any of the other provisions of this Agreement or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from ODOT fails to correct such failures within ten (10) days or such longer period as ODOT may authorize.
  - c. If ODOT fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to continue to fund performance of this Agreement.
  - d. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or if ODOT is prohibited from paying for such work from the planned funding source.

3. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
4. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a Party with respect to which any other Party may have liability, the notified Party must promptly notify the other Parties in writing of the Third Party Claim and deliver to the other Parties a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
5. With respect to a Third Party Claim for which ODOT is jointly liable with MPO or Public Transportation Provider (or would be if joined in the Third Party Claim), ODOT shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by MPO or Public Transportation Provider in such proportion as is appropriate to reflect the relative fault of ODOT on the one hand and of MPO and Public Transportation Provider on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of ODOT on the one hand and of MPO and Public Transportation Provider on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. ODOT's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if ODOT had sole liability in the proceeding.
6. With respect to a Third Party Claim for which MPO or Public Transportation Provider is jointly liable with ODOT (or would be if joined in the Third Party Claim), MPO and Public Transportation Provider shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonable incurred and paid or payable by ODOT in such proportion as is appropriate to reflect the relative fault of MPO and Public Transportation Provider on the one hand and of ODOT on the other hand in connection with the events which resulted in such expenses, judgements, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of MPO and Public Transportation Provider on the one hand and ODOT on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines, or settlement amounts. MPO's and Public Transportation Provider's contribution amount(s) in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.



7. The Parties shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270 incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, the Parties expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) ORS 659A.142 and the Americans with Disabilities Act of 1990 as Amended by the ADA Amendments Act of 2008; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. In addition, MPO and Public Transit Provider expressly agrees to comply with 23 CFR 420.121(g) and 49 CFR Part 20 regarding lobbying restrictions on influencing certain Federal activities, which are applicable to all tiers of recipients of FHWA and FTA planning and research funds.
8. Each Party shall ensure that its activities under this Agreement comply with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended by the ADA Amendments Act of 2008 (together, "ADA"). The Parties agree that all Processes, Products, and projects identified in Exhibit A shall be ADA-compliant, and that all options and alternatives evaluated as part of such Processes, Products, and projects shall meet ADA requirements. MPO and Public Transportation Provider agree to ensure that each of its planners responsible for carrying out activities under this Agreement attend at least one ADA-related ODOT training course within two years of the effective date of this Agreement.
9. If MPO or Public Transportation Provider fails to comply with the requirements of this Agreement or the underlying federal laws or regulations, ODOT may:
  - a. Withhold approvals related to the Process or Products identified in Exhibit A until MPO or Public Transportation Provider comes into compliance, and
  - b. Determine that MPO or Public Transportation Provider is ineligible to receive or apply for Title 23, United States Code funds until ODOT receives full reimbursement of any costs incurred.
10. All employers, including MPO and Public Transportation Provider, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability insurance with coverage limits of not less than \$500,000 must be included. MPO and Public Transportation Provider shall ensure that each of their subcontractors complies with these requirements.
11. MPO and Public Transportation Provider acknowledge and agree that ODOT, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of MPO and Public Transportation Provider which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after expiration of this Agreement. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by ODOT.

12. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
13. The Parties certify and represent that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of their Party, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind the Party.
14. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
15. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of ODOT to enforce any provision of this Agreement shall not constitute a waiver by ODOT of that or any other provision.

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

**Mid-Willamette Valley Council of Governments**, by and through its Policy Board

By [Signature]  
Executive Director

Date 19 Oct 2018

**SALEM AREA MASS TRANSIT DISTRICT**, by and through its Board of Directors

By [Signature]  
President

Date 12-13-18

**MPO Contact**

Michael Jaffe  
Transportation Planning Director  
Resource Program Director  
MWVCOG  
100 High Street SE, Suite 200  
Salem, OR 97391-3667  
Phone: (503) 540-1606  
Email: [mjaffe@mwvcoq.org](mailto:mjaffe@mwvcoq.org)

**Public Transportation Provider Contact**

Stephen Dickey, Director, Transportation Development Division  
Salem Area Mass Transit District  
555 Court Street NE, Suite 5230  
Salem, OR 97301  
Phone: (503) 588-2424  
Email: [Steve.dickey@cherriots.org](mailto:Steve.dickey@cherriots.org)

**STATE OF OREGON**, by and through its Department of Transportation

By [Signature]  
Division Administrator  
Transportation Development

Date 2/7/19

By [Signature]  
Division Administrator  
Public Transit

Date 7 Feb 2019

**APPROVAL RECOMMENDED**

By [Signature]  
Region 2 Manager

Date 2-6-19

By [Signature]  
Region 2 Planning and Development Manager

Date 2-6-19

**APPROVED AS TO LEGAL SUFFICIENCY**

By Jennifer O'Brien, Assistant Attorney General by email dated 06/01/2018.

**ODOT Contact**

Dan Fricke, MPO Liaison Planner  
ODOT Region 2  
455 Airport Road SE, Bldg. Salem, OR 97301-5395  
Phone: (503) 986-2663  
Email: [daniel.l.fricke@odot.state.or.us](mailto:daniel.l.fricke@odot.state.or.us)

## **EXHIBIT A STATEMENT OF WORK**

**SECTION I. ACRONYMS** – These acronyms used in Exhibit A are common to financial plan and obligated projects development and maintenance processes, and are defined as follows:

- FHWA:** Federal Highway Administration
- FMIS:** Federal Management Information System
- FTA:** Federal Transit Administration
- MPO:** Metropolitan Planning Organization
- ODOT:** Oregon Department of Transportation
- RPTD:** ODOT Rail & Public Transit Division

**SECTION II. DEFINITIONS** – The following definitions apply to this Agreement specifically and shall not be construed to apply to any other agreement between any of the Parties.

- a. **Air Quality Conformity:** A clean Air Act requirement that ensures Federal funding and approval are given to transportation plan, programs and projects that are consistent with the air quality goals established by a State Implementation Plan (SIP). Applicable to MPOs in designated nonattainment or maintenance areas as defined in 23 CFR 450.104.
- b. **Congestion Management Process (CMP):** A systematic approach that provides for effective management and operation, based on a cooperatively developed and implemented metropolitan-wide strategy, of new and existing transportation facilities eligible for funding under title 23 U.S.C. and title 49 U.S.C. through the use of travel demand reduction and operational management strategies required by TMAs only.
- c. **Consider:** Take into account opinions and relevant information from other Parties in making a decision. Receive the information or comments, acknowledge such, and document the acknowledgement. Those receiving comments are not bound by the opinions or information received.
- d. **Consult:** Confer with other identified Parties in accordance with all applicable established processes; consider the views of other Parties prior to taking action, inform other Parties about action taken in accordance with established process. This communication should be timely, and ahead of decisions. Those receiving comments are not bound by the opinions or information received.
- e. **Cooperate and Collaborate:** Parties involved work together to achieve a common goal or objective. Cooperation or collaboration are often employed where multiple Parties have a



vested interest in the outcome and may involve a shared project or policy outcome. Parties may share expertise, resources, etc., to accomplish the goal.

- f. **Coordinate:** Develop plans, programs, and schedules cooperatively among agencies and entities with legal standing and adjustment of such plans, programs, and schedules to achieve general consistency, as appropriate. Coordinated projects are usually those for which all Parties, other than the lead agency, do not have a vested interest and are often a specific projects rather than policy outcomes. The lead agency is the project proponent and the other Parties are not deeply involved. The lead agency is expected to consult with the others to ensure efficiencies are utilized and conflicts are avoided. Parties with legal standing should be involved in the coordination and Parties should operate in good faith.
- g. **Financially Constrained or Fiscal Constraint:** The MTP, TIP, and STIP demonstrate sufficient financial information and can be implemented using committed, available, or reasonably available revenue sources, with reasonable assurance that the transportation system is being adequately operated and maintained. For the TIP and the STIP, financial constraint/fiscal constraint applies to each program year. Additionally, projects in the air quality nonattainment and maintenance areas can be included in the first two (2) years of the TIP and STIP only if funds are “available” or “committed.”
- h. **Financial Plan:** The required documentation included with both the MTP and TIP (and optional for the long-range statewide transportation plan and STIP) that demonstrates the consistency between reasonably available and projected sources of federal, state, local, and private revenues and the costs of implementing proposed transportation system improvements.
- i. **Illustrative Project:** An additional transportation project that may (but is not required to) be included in a Financial Plan for a MTP, TIP, or STIP if reasonable additional resources were to become available.
- j. **Indian Tribal Government:** Duly formed governing body for an Indian or Alaska Native tribe, band, nation, pueblo, village, or community that the Secretary of the Interior acknowledges to exist as an Indian Tribe pursuant to the federally recognized Indian Tribe List Act of 1994, Public Law 103-454.
- k. **Lead Agency:** Agency responsible for making sure the project, Process, or Product is completed and communication protocols are followed.
- l. **Levels of Communication:** Consider, Consult, Coordinate, Cooperate, or Collaborate. The Agreement may employ any or all of these terms and different Processes or Products may utilize these different levels of communication between the Parties involved.
- m. **Measure:** An expression based on a metric that is used to establish a target and to assess progress toward achieving the established targets.

- n. **Metropolitan Planning Area (MPA):** The geographic area determined by agreement between the MPO for the area and the Governor, which must include the entire urbanized area and the contiguous area expected to become urbanized within a 20-year forecast period in which the metropolitan transportation planning process is carried out.
- o. **Metropolitan Planning Organization:** The Policy Board of an organization created and designated to carry out the metropolitan transportation planning process.
- p. **Metropolitan Transportation Plan (MTP):** A plan prepared by a Metropolitan Planning Organization in accordance with 23 CFR 450 Subpart C and 49 USC 5303(i), in order to accomplish the objectives outlined by the metropolitan planning organization, the state, and the public transportation providers with respect to the development of the metropolitan area's transportation network. This plan must identify how the metropolitan area will manage and operate a multi-modal transportation system (including transit, highway, bicycle, pedestrian, and accessible transportation) to meet the region's economic, transportation, development and sustainability goals – among others – for a 20+-year planning horizon, while remaining fiscally constrained.
- q. **Obligated Projects:** The projects funded under title 23 U.S.C. and title 49 U.S.C. Chapter 53 for which the supporting federal funds were authorized and committed by the state or designated recipient in the preceding or current program year, and authorized by the FHWA or awarded as a grant by the FTA.
- r. **Oversight:** Activities undertaken to ensure Federal programs are in compliance with applicable laws and regulations.
- s. **Owner:** The agency that keeps and maintains the final Product as referenced in Exhibit A.
- t. **Party of Interest:** A Party to this Agreement that is not the lead agency for a particular planning project, but is affected by that project.
- u. **Performance Based Planning and Programming (PBPP):** Refers to the application of performance management principles within the planning and programming processes of transportation agencies to achieve desired performance outcomes for the multimodal transportation system. This includes a range of activities and products undertaken by a transportation agency together with other parties, stakeholders, and the public as part of a 3C (cooperative, continuing and comprehensive) process. PBPP attempts to ensure that transportation investment decisions are made – both in long-term planning and short-term programming of projects – based on their ability to meet established goals for improving the overall transportation system. It also involves measuring progress toward meeting goals, and using information on past and anticipated future performance trend to inform investment decisions.
- v. **Performance Measure Coordination Process –** Provides an overview of the required coordination and collaboration between ODOT and the metropolitan planning organizations within Oregon in establishing federally required performance targets.



- w. **Performance Target** – A quantifiable level of performance or condition, expressed as a value for the measure, to be achieved within a time period required by the FHWA or FTA.
- x. **Performance Period:** A determined time period during which condition/performance is measured and evaluated to: assess condition/performance with respect to baseline condition/performance; and track progress toward the achievement of the targets that represent the intended condition/performance level at the midpoint and at the end of that time period. The “performance period” applies to all measures in this part except the measures for the Highway Safety Improvement Program. Each performance period covers a 4-year duration beginning on a specified date as provided in CFR 490.105.
- y. **Planning Process:** A procedure by which ODOT, MPO and Public Transportation Provider cooperatively determine their mutual responsibilities in carrying out the metropolitan transportation planning process.
- z. **Planning Product:** The final documented result of a planning activity. Planning products that may be developed may include plans, programs, tools, and administrative products.
- aa. **Public Transportation Provider (PTP):** The primary provider(s) of public transportation services in an area.
- bb. **Reasonably Available Funds:** New funding sources that are reasonably expected to be available. New funding sources are revenue that do not currently exist or that may require additional steps before the ODOT, a metropolitan planning organization, or a public transportation provider can commit such funding to transportation projects.
- cc. **Regional Intelligent Transportation System (ITS) Architecture:** A regional framework for ensuring institutional agreement and technical integration for the implementation of ITS projects or groups of projects.
- dd. **Regionally Significant Project:** A transportation project (other than projects that may be grouped in the TIP and/or STIP), or exempt projects as defined in the Environmental Protection Agency’s (EPA’s) transportation conformity regulation 40 CFR 93 that is on a facility which serves regional transportation needs (such as access to and from the area outside the region; major activity centers in the region; major planned developments such as new retail malls, sports complexes, employment centers, or transportation terminals) and would normally be included in the modeling of the metropolitan area’s transportation network. At a minimum, this includes all principal arterial highways and all fixed guideway transit facilities that offer a significant alternative to regional highway travel.
- ee. **Responsible:** Answerable or accountable, as for something within one’s power, control, or management. There can be multiple levels or roles in responsibility. Examples of levels of responsibility include:
  - *Authority:* Authority to make the final decision; signature authority.

- *Lead*: Responsible for making sure the activity is completed and communication protocols are followed.
  - *Coordination*: Responsible for coordinating all elements necessary to complete an activity.
  - *Support*: Provide administrative or technical support necessary to complete an activity.
  - *Information*: Provide input and information necessary to complete an activity.
- ff. **Statewide Transportation Improvement Program (STIP)**: The statewide prioritized listing/program of transportation projects covering a period of four (4) years that is consistent with the long-range statewide transportation plan, metropolitan transportation plans, and TIPs, and required for projects to be eligible for funding under title 23 U.S.C. and title 49 U.S.C. Chapter 53.
- gg. **Stewardship**: Activities undertaken to ensure the efficient and effective use and management of the public funds that have been entrusted by the FHWA and FTA.
- hh. **Sufficient Financial Information**: Financial information that is required in the PCS (PCSX) data entry tool and proof of local commitment to provide matching funds where local match is included in project finance (such as inclusion in the local capital improvement program).
- ii. **Transportation Improvement Program (TIP)**: The prioritized listing/program of transportation projects covering a period of four (4) years that is developed and formally adopted by an Metropolitan Planning Organization as part of the metropolitan transportation planning process, consistent with the metropolitan transportation plan, and required for projects to be eligible for funding under title 23 U.S.C. and title 49 U.S.C. 5303. The TIP must be developed in cooperation with the state and public transit providers.
- jj. **Unified Planning Work Program (UPWP)**: A statement of work identifying the planning priorities and activities to be carried out within a metropolitan planning area. At a minimum, a UPWP includes a description of the planning work, time frames for completing the work, the cost of the work, and the source(s) of funds.
- kk. **Visualization Techniques**: The methods used by states and MPOs in the development of transportation plans and programs with the public, elected and appointed officials, and other stakeholders in a clear and easily accessible format such as maps, pictures, and/or displays, to promote improved understanding of existing or proposed transportation plans and programs.
- ll. **Year-of-Expenditure Dollars**: Dollar sums that account for inflation to reflect expected purchasing power in the year in which the expenditure will be made, based on reasonable financial principles and information.

### **SECTION III. SUMMARY OF PROCESS AND PRODUCT RESPONSIBILITIES**

1. All Parties agree to cooperatively develop and share information related to the development of the Products and Processes that support the MTP, the TIP, and the development of the annual listing of obligated Projects, and other transportation-related Processes, tools, and administrative products.
2. Exhibit A, Table 1 shows the Plans, Programs, Tools, and Administrative Products covered by this Agreement and each Party's level of responsibility for each product. The lead Party holds overall responsibility for the product and the other Parties assist by cooperating, communicating, and sharing information necessary to complete and maintain the product. Each of these Products has one or more lead Party and the others are partners in completion of the Products by cooperating and providing support and information as needed.

**EXHIBIT A**  
**Table 1**

<b>Project, Process, or Product</b>	<b>Owner</b>	<b>ODOT</b>	<b>MPO</b>	<b>PUBLIC TRANSPORTATION PROVIDER</b>
I. PLANS <sup>1</sup>				
Area/Concept Plans <sup>2</sup>	MPO Transportation Provider ODOT	Product Owner Lead Agency Cooperate/Collaborate	Product Owner Lead Agency Cooperate/Collaborate	Product Owner Lead Agency Cooperate/Collaborate
Congestion Management Process (CMP) (TMAs only)	MPO	Cooperate/Collaborate	Product Owner Lead Agency	Cooperate/Collaborate
Coordinated Public Transit Human Services Transportation Plans	Public Transportation Provider	Cooperate/Collaborate	Cooperate/Collaborate	Product Owner Lead Agency
Facility Plans <sup>3</sup>	ODOT	Product Owner Lead Agency	Cooperate/Collaborate	Cooperate/Collaborate
ITS Architecture	ODOT MPO	Product Owner Lead Agency Cooperate/Collaborate	Product Owner Lead Agency Cooperate/Collaborate	Cooperate/Collaborate
Metropolitan Transportation Plan	MPO	Cooperate/Collaborate	Product Owner Lead Agency	Cooperate/Collaborate
Oregon Transportation Plan and Modal Plans	ODOT	Product Owner Lead Agency	Consult	Consult



<b>Project, Process, or Product</b>	<b>Owner</b>	<b>ODOT</b>	<b>MPO</b>	<b>PUBLIC TRANSPORTATION PROVIDER</b>
Transit Plans	MPO Public Transportation Provider	Cooperate/Collaborate	Product Owner Lead Agency Cooperate/Collaborate	Product Owner Lead Agency Cooperate/Collaborate
Transportation System Plans	ODOT	Product Owner Lead Agency	Cooperate/Collaborate	Cooperate/Collaborate
<b>II. PROGRAMS</b>				
Metropolitan Transportation Plan Financial Plan and Processes	MPO	Cooperate/Collaborate	Product Owner Lead Agency	Cooperate/Collaborate
Statewide Transportation Improvement Program	ODOT	Product Owner Lead Agency	Cooperate/Collaborate	Cooperate/Collaborate
Statewide Transportation Improvement Program Financial Plan and Processes	ODOT	Product Owner Lead Agency	Cooperate/Collaborate	Cooperate/Collaborate
Transportation Improvement Program <sup>4</sup>	MPO	Cooperate/Collaborate	Product Owner Lead Agency	Cooperate/Collaborate
Transportation Improvement Program Financial Plan and Processes	MPO	Cooperate/Collaborate	Product Owner Lead Agency	Cooperate/Collaborate
<b>III. TOOLS</b>				
Data Resources	ODOT	Product Owner Lead Agency	Cooperate/Collaborate	Cooperate/Collaborate
Geographic Information System Resources	ODOT	Product Owner Lead Agency	Cooperate/Collaborate	Cooperate/Collaborate
Integrated Models	ODOT	Product Owner Lead Agency	Cooperate/Collaborate	Cooperate/Collaborate
Land Use Models	ODOT	Product Owner Lead Agency	Cooperate/Collaborate	Cooperate/Collaborate
Transit Planning Resources	Public Transportation Provider	Cooperate/Collaborate	Cooperate/Collaborate	Product Owner Lead Agency
Transportation Demand Models	MPO	Cooperate/Collaborate	Product Owner Lead Agency	Cooperate/Collaborate

<b>Project, Process, or Product</b>	<b>Owner</b>	<b>ODOT</b>	<b>MPO</b>	<b>PUBLIC TRANSPORTATION PROVIDER</b>
IV. ADMINISTRATIVE PRODUCTS				
Air Quality Conformity	MPO	Cooperate/Collaborate	Product Owner Lead Agency	Cooperate/Collaborate
Disadvantaged, Minority Business Enterprise Use Plans	MPO	Cooperate/Collaborate	Product Owner Lead Agency	Cooperate/Collaborate
MPO Federal Certification	MPO	Cooperate/Collaborate	Product Owner Lead Agency	Cooperate/Collaborate
Performance Based Planning and Programming <sup>5</sup>	ODOT MPO Public Transportation Provider	Product Owner Lead Agency Cooperate/Collaborate	Product Owner Lead Agency Cooperate/Collaborate	Product Owner Lead Agency Cooperate/Collaborate
Annual Obligation Report	MPO	Cooperate/Collaborate	Product Owner Lead Agency	Cooperate/Collaborate
Public Participation Plan	MPO	Cooperate/Collaborate	Product Owner Lead Agency	Cooperate/Collaborate
State Agency Coordination Agreement	ODOT	Product Owner Lead Agency	Cooperate/Collaborate	Cooperate/Collaborate
Title VI Plan	MPO	Cooperate/Collaborate	Product Owner Lead Agency	Cooperate/Collaborate
Environmental Justice Plan	MPO	Cooperate/Collaborate	Product Owner Lead Agency	Cooperate/Collaborate
Unified Planning Work Program	MPO	Cooperate/Collaborate	Product Owner Lead Agency	Cooperate/Collaborate

<sup>1</sup> Party roles, responsibilities and funding may be further refined in a specific product agreement.

<sup>2</sup> Plans, other than facility plans, prepared by any of the Parties.

<sup>3</sup> Facility plans include, but are not limited to, interchange area management plans, expressway management plans, access management plans, or other plans that require approval by the Oregon Transportation Commission.

<sup>4</sup> Pursuant to 23 CFR 450.326. The TIP is incorporated verbatim into the STIP (*"After approval by the MPO and the Governor, the TIP shall be included without change, directly or by reference, in the STIP..."*).

<sup>5</sup> Pursuant to 23 CFR 450.206(c), 23 CFR 450.2116(f), 23 CFR 450.218 (q), 23 CFR 490, 49 CFR 625, 49 CFR 630 and 49 CFR 670(3).

- Each time a new transportation planning Process or Product commences, the roles, responsibilities, and expectations of each Party will be written down and distributed to each participant of the Product as applicable. The Parties will specify at least nine (9) items identified below; other items should be added as needed to ensure that the responsibilities and expectations of each Party are clearly identified.

- a. Product Owner
- b. Lead Agency
- c. Responsibilities of each Party
- d. Primary levels of communication
- e. Specific communication procedures
- f. Use of consultant services
- g. Decision process
- h. Funding, reporting responsibilities
- i. Resource sharing agreements

If the answers will vary by task, Product subpart, or other conditions, the responsibilities of each Party under each condition will be specified. (Definitions set forth in this Agreement will apply). An example of such a Product may be an Interchange Area Management Plan, where the lead Party would be ODOT, or a Transit Center study conducted by Public Transportation Provider. However, any of the Parties may request that the roles and responsibilities of any "Planning Project" be clarified and redefined within the constraints of a separate cooperative agreement. MPO may develop a form to facilitate the identification of responsibilities.

4. The questions that follow are examples of items to consider when answering the nine (9) items above. Not all items may apply to a specific Process or Product, nor is this list intended to be all inclusive. Parties should use these considerations as a starting point to answer the nine (9) items above and to evaluate what information may need to be set forth in a separate Product-specific agreement.

a. Product Parties

- What Parties will participate in the Product?
- Which agency will own the Product? (See Definitions)
- Which is the lead Party? (See Definitions)
- Which Party will develop the scope of work? Who will approve it?
- What level of responsibility does each Party have for each task or part of the Product? (See Definitions)
- Who are the contact people?
- When are the different Parties involved?
- Who provides data?
- Who analyzes the data?

b. Communication

- What levels of communication are appropriate for the planning Product? (See Definitions)
- What procedures for communication are appropriate for the level of interaction needed? (See Definitions)
- Who from each Party needs to be informed?
- Who is responsible for implementing communication protocols?
- How will communication occur with the ACT, TAC, or other advisory committees?
- Who is responsible for coordinating communication with the public?



- Who is responsible for coordinating and joint communications with other Parties?

c. Consultants

- Will consultants assist with the Product?
- Which Party is responsible for recruiting for and/or selecting any consultants to assist the Product?
- Who is responsible for contract administration?
- Who is responsible for communicating with the consultants?
- Who is responsible for reviewing and approving work?

d. Decision Process

- Which Party has decision authority for which kinds of issues?
- Who is responsible for providing information/support for the decision? How?
- Who has responsibility to serve on decision-making bodies?
- How will needs for amendments to the Product be communicated and decided upon?
- Who is responsible for completing amendments and when?
- How will differences of opinion be handled?

e. Funding

- What level of funding is available?
- What types of funds are to be used?
- What restrictions are there on use of the funds?
- Who is responsible for authorizing funds?
- Who is responsible for reporting use of funds and accomplishments, at what level of detail and to whom?

f. Sharing Resources

- Who is responsible for what elements of different kinds of Products?
- When will each Party be responsible for supporting the others?
- Is this consistent with existing agreements or adopted plans for the area?

g. Transit

- How will the Parties cooperate with PTP's in the area?
- How will the PTP's participate in the planning Product?
- Have private providers been considered?

**SECTION IV. FINANCIAL PLAN DEVELOPMENT AND MAINTENANCE ROLES AND RESPONSIBILITIES**

– There are different financial plan requirements for ODOT and MPO with regard to the long-range plans and the transportation improvement programs. Work under this task will address the financial plan tracking of the funding for projects that are included in both the current TIP and STIP and development of the financial plan for the long-range MTP. The STIP and TIP financial plan process has been developed to ensure that the TIP and STIP are constrained throughout their lifecycles. These

financial plans act as “checkbooks” for the various programs both at the state level and at the MPO level. The financial plan for the MTP enables fiscal constraint for the long-range plan.

**a. Responsibilities of Each Agency for Financial Plan and Fiscal Constraint Development (TIP/STIP Updates)**

**ODOT**

1. ODOT's Active Transportation Section, Program and Funding Services Unit is the lead agency for administration of the STIP financial plan. ODOT's Active Transportation Section, Program and Funding Services Unit will ensure that all federal funds used within the state are programmed in the STIP and accounted for and that the STIP captures any project activity related to federal funds or regionally significant projects. ODOT shall program funds to projects in a manner that maintains financial constraint and is consistent with federal regulations.
2. ODOT, including the Rail and Public Transit Division, shall provide MPO and Public Transportation Provider sufficient financial information (including information regarding grant awards, annual appropriation amounts, limitations, and rescissions, as applicable) in a timely manner. ODOT will provide project financial information to MPO as needed for demonstration of fiscal constraint of the metropolitan TIP.
3. ODOT coordinates the special purpose committee described below. The special purpose committee projects long range federal and state revenues for development of the financially constrained MTP also referred to as the Regional Transportation Plan (RTP). The special purpose committee consists of a representative from ODOT and each metropolitan planning organization and each metropolitan public transportation provider. These representatives will cooperatively develop a methodology for estimating state and federal revenues, as well as the actual estimates. This methodology includes the development of a process for distributing these funds to ODOT regions and metropolitan planning areas. The planning horizon will be sufficient to enable each metropolitan planning organization to produce its next MTP.
4. ODOT will coordinate a meeting with MPO and Public Transportation Provider during each STIP/TIP cycle to mutually agree upon funding assumptions.
5. ODOT is responsible for demonstrating fiscal constraint for the STIP.

**MPO**

1. MPO is the lead agency for administration of the TIP financial plan. MPO shall ensure that all federally funded or regionally significant projects within the MPA are included in the TIP, which will then be included in the STIP and in the STIP financial plan.
2. To provide consistency and transparency the MPO shall establish a PBPP process for their Region to clearly define the parameters and factors considered in the



project evaluation process, as well as share all of the evaluation results used in the decision making process.

3. MPO shall program funds to projects in a manner that maintains financial constraint and is consistent with federal regulations. Proposed programming that needs to utilize state funding authority to maintain fiscal constraint must be approved by ODOT's Active Transportation Section, Program and Funding Services Unit prior to programming being submitted for inclusion in the STIP.
4. MPO shall provide sufficient financial information (including information regarding funding obligations, as applicable) to ODOT and Public Transportation Provider in a timely manner.
5. MPO shall submit to ODOT cost-estimates for local projects that include year-of-expenditure dollars consistent with programming years.
6. MPO is the lead agency for completion of the MTP financial plan and for projecting local and private funds for the preparation of the financially constrained MTP. MPO will cooperatively develop these projections with ODOT and the Public Transportation Provider. MPO will participate on the special purpose committee on state and federal funds that is coordinated by ODOT.
7. MPO agrees to utilize the mutually agreed upon funding assumption for their TIP development forecasts.
8. MPO is responsible for demonstrating fiscal constraint for the MTIP.

#### **PUBLIC TRANSPORTATION PROVIDER**

1. Public Transportation Provider shall provide MPO and ODOT sufficient financial information in a timely manner.
  2. Public Transportation Provider shall provide MPO with project cost-estimates, in year-of-expenditure dollars, for federally funded or regionally significant projects.
  3. Public Transportation Provider is the lead agency in projecting long-range local and private revenues for public transit investments. Public Transportation Provider will cooperatively develop these projections with ODOT and MPO. Public Transportation Provider will participate on the special purpose committee on state and federal funds that is coordinated by ODOT.
  4. Public Transportation Provider is responsible for demonstrating fiscal constraint for the MTIP.
- b. Responsibilities of Each Agency for ODOT's STIP Financial Plan and Fiscal Constraint Amendments (TIP/STIP Activity)**

### **ODOT**

1. ODOT's Active Transportation Section, Program and Funding Services Unit will reconcile funds to the FHWA's FMIS through transactions that are posted. These transactions will be captured in the ODOT's STIP financial plan and made available monthly to MPO. Information in the financial plan will include all fund activities of authorizations, apportionments/appropriations, limitations, rescissions, and revenue aligned budget authority.
2. The ODOT's STIP financial plan will identify any fund programming amendments and project activity that affect funding and fiscal constraint including project additions, deletions, obligations, de-obligations, project fund authority "slips" between fiscal years, reimbursement expenditures, and project closeout balances to be returned to the total MPO funding balance. At the end of each federal fiscal year, ODOT's Active Transportation Section, Program and Funding Services will ensure that there are no planned projects unaccounted for and that any such projects are slipped into later years or cancelled via amendments.
3. ODOT's Active Transportation Section, Program and Funding Services Unit shall provide the MPO their obligation authority amounts.
4. ODOT, including the Rail and Public Transit Division, shall provide MPO and Public Transportation Provider sufficient financial information (including TIP/STIP amendments as applicable) in a timely manner. ODOT will provide project financial information to MPO as needed for demonstration of fiscal constraint of the metropolitan TIP.

### **MPO**

1. MPO will maintain the TIP financial plan, which will include the current programming for all projects located within the MPA boundary and identify amendments and project activity that affect funding and fiscal constraint. This includes project additions, deletions, obligations, de-obligations, project fund authority "slips" between fiscal years, reimbursement expenditures, and project closeout balances to be returned to the total fund authority balance.
2. MPO shall ensure that the transactions identified in the STIP financial plan are accurate and must alert ODOT's Active Transportation Section, Program and Funding Services Unit to any changes, errors, or omissions.
3. MPO shall cooperate with ODOT's Active Transportation Section, Program and Funding Services Unit on the development of financial forecasts, authorizations, apportionments and regional sub-allocation of FTA funding.
4. MPO shall provide TIP amendments, as applicable and sufficient financial information, to ODOT and Public Transportation Provider in a timely manner.

### **PUBLIC TRANSPORTATION PROVIDER**

1. Public Transportation Provider shall cooperate with MPO on the development of financial forecasts, authorizations, apportionments and regional sub-allocation of FTA funding. Public Transportation Provider shall provide MPO with on-going financial information on FTA grant transactions, including actual apportionment, allocations, earmarks, TIP amendment requests, project slips/advances, grant awards, project obligations and de-obligations.

**c. Communication and Information Sharing related to the Financial Plan –** Development and maintenance of STIP and TIP financial plans and obligated project lists requires ongoing, effective communication among ODOT, MPO, and Public Transportation Provider. The Parties will consult with one another individually as needed and at regularly scheduled meetings. The Parties will communicate, share necessary information, cooperate, and assist one another to meet their individual responsibilities for development and maintenance of these products.

### **ODOT**

1. ODOT's Active Transportation Section, Program and Funding Services Unit shall reconcile the STIP financial plan on a monthly basis and make it available to the MPO. MPO will be notified of the availability of the updated STIP financial plan. ODOT's Active Transportation Section, Program and Funding Services Unit shall also provide FMIS information upon request, to enable MPO to track the funding and obligation status of federally funded projects. In addition, ODOT's Active Transportation Section, Program and Funding Services Unit will be available for any other issues/questions via telephone, email and in person during regular business hours.
2. ODOT will utilize the most current STIP amendment matrix to communicate proposed programming changes to MPO.

### **MPO**

1. MPO shall communicate and work directly with ODOT. MPO will utilize the most current STIP amendment matrix to communicate programming changes to ODOT's regional STIP coordinator and Active Transportation Section, Program and Funding Services Unit.

### **PUBLIC TRANSPORTATION PROVIDER**

1. Public Transportation Provider shall primarily communicate directly with MPO on any finance related issue, specifically changes to the TIP or STIP. As necessary, Public Transportation Provider may request joint meetings with MPO and ODOT's Active Transportation Section, Program and Funding Services Unit. In addition, the Public Transportation Provider may work with RPTD where appropriate.

## **SECTION V. CLARIFICATION AND RESOLUTION OF CONCERNS**



### **ODOT**

1. ODOT's Active Transportation Section, Program and Funding Services Unit has the responsibility to ensure the correct funding levels are identified through working with FHWA and FTA. Any changes to Processes will be communicated initially through the quarterly meetings between ODOT, MPOs, FHWA, and FTA. If more immediate action is necessary, ODOT's Active Transportation Section, Program and Funding Services Unit will contact those affected either by phone or email.
2. If there are questions relating to the implementation of federal rules, the appropriate federal agency will be consulted for clarification. On such questions where the answer will apply statewide, ODOT will send a letter to the appropriate federal agency and communicate the response to MPO and ODOT's Active Transportation Section, Program and Funding Services Unit at the quarterly meeting or via email.

### **MPO**

1. If MPO disputes a decision made by ODOT, MPO will contact or consult the respective federal agency for further clarification.

### **PUBLIC TRANSPORTATION PROVIDER**

1. Public Transportation Provider has responsibility to ensure the correct funding levels are identified by working with FTA and RPTD. If there are questions regarding the interpretation of federal rules, the respective federal agency will be consulted for further clarification.

## **SECTION VI. ANNUAL LISTING OF OBLIGATED PROJECTS ROLES AND RESPONSIBILITIES**

– Pursuant to 23 CFR 450.332 the MPO is required to develop an annual listing of projects that were obligated in the preceding program year, within ninety (90) days of the end of the program year. The program year corresponds to the Federal fiscal year of October 1 to September 30. ODOT, MPO, and Public Transportation Provider must cooperatively develop the listing of projects. The list must include all Title 23 and Title 49 federally funded projects, and include sufficient description to identify the project or phase, the agency responsible for carrying out the project, the amount of federal funds requested in the TIP, the amount obligated during the preceding year, the amount previously obligated, and the amount remaining for subsequent years. The list must be published in accordance with the MPO's public participation criteria for the TIP.

### **a. Responsibilities of Each Agency**

#### **ODOT**

1. ODOT's Active Transportation Section, Program and Funding Services Unit shall provide documentation of obligated projects roles and responsibilities from FHWA to MPO no later than thirty (30) days after the end of each federal fiscal year, which ends September 30<sup>th</sup>. The documentation will include the necessary data elements

as required in federal regulations, summarized in the preceding paragraph, including the identification of bicycle and pedestrian projects.

2. ODOT's Active Transportation Section, Program and Funding Services Unit will provide FMIS data sheets in PDF format to MPO upon request.
3. ODOT's Geographic Information Services (GIS) Unit will provide geographic data (shapefiles and/or PDF maps) for ODOT's obligated projects upon request by MPO.

#### **MPO**

1. MPO is the lead agency in production of the obligation report. MPO will take the data provided from ODOT, FTA, and Public Transportation Provider and create a report that will be made available to the public in accordance with the federal regulations and MPO public participation criteria for the TIP.

#### **PUBLIC TRANSPORTATION PROVIDER**

1. Public Transportation Provider shall provide MPO with documentation that includes the necessary data elements as required in federal regulations, including the identification of bicycle and pedestrian projects.
2. Public Transportation Provider will provide FTA Transit Award Management System (TrAMS) data to MPO in a format that meets the federal reporting requirements.
3. Public Transportation Provider will also provide visualization techniques – geographic data (shapefiles and/or PDF maps) for all of its obligated projects.

#### **b. Communication and Information Sharing related to the annual listing of Obligated projects**

#### **ODOT**

1. ODOT's Active Transportation Section, Program and Funding Services Unit will deliver documentation identified in Section VI in an electronic medium to MPO. If a report is created, then ODOT's Active Transportation Section, Program and Funding Services Unit will send an email notifying MPO that the report is ready and including a link to the report.

#### **MPO**

1. MPO will utilize the data provided by ODOT's Active Transportation Section, Program and Funding Services Unit and the Public Transportation Provider to create the required annual report. MPO shall make the report available to all Parties.

#### **PUBLIC TRANSPORTATION PROVIDER**

1. Public Transportation Provider will deliver documentation as identified in Section VI in an electronic medium to MPO in a format consistent with the report required by the MPO.

## **SECTION VII. PERFORMANCE BASED PLANNING AND PROGRAMMING PROCESS ROLES AND RESPONSIBILITIES**

### **ODOT**

1. ODOT shall collaboratively develop with all metropolitan planning organizations and public transportation providers in Oregon one or more Performance Measure Coordination Processes for cooperatively developing and sharing information related to transportation performance data, the selection of performance targets, the reporting of performance targets, the reporting of performance information to be used in tracking progress toward attainment of critical outcome for the region of each metropolitan planning organization and the collection of data for the risk based transportation asset management plan for the National Highway System (NHS) and post this process document(s) to the ODOT Website at <http://www.oregon.gov/ODOT/Planning/Pages/Plans.aspx#OHP> This process document(s) will include the following:
  - a. ODOT's responsibilities regarding data and data sharing with metropolitan planning organizations necessary to develop targets and calculate performance for federal reporting.
  - b. ODOT's responsibilities regarding performing analysis necessary to calculate performance measure results for both state and metropolitan planning organization targets.
  - c. ODOT's responsibilities for coordinating with metropolitan planning organizations and public transportation providers for reporting both state and metropolitan planning organization level performance target reports.
  - d. ODOT's responsibilities to consult with metropolitan planning organizations in amending and revising state targets in accordance with federal rules.
  - e. ODOT's responsibilities for coordinating with metropolitan planning organizations and public transportation providers when amending and revising metropolitan planning organization-specific targets.
  - f. ODOT's role for documenting how the state is using a PBPP approach to programming projects as part of the STIP and how the selected projects help the state achieve its designated targets.

### **MPO**

1. MPO shall collaboratively develop with ODOT the Performance Measure Coordination Process described in Section VII above, and to the maximum extent practical ensure consistency with the State. This process includes the following:
  - a. MPO will fulfill all MPO responsibilities outlined in the Performance Measure Coordination Process.
  - b. MPO in coordination with ODOT will establish, adjust, and report as necessary, MPO performance targets.



- c. MPO will be responsible for documenting, to the extent possible, how the performance measure information was used in project selection and prioritization processes with funds under the responsibility of the MPO, as well as how the selected projects help support the MPO in achieving performance targets, to the extent possible. This will be documented as part of MPO's submittal of the self-certification with the TIP.

#### **PUBLIC TRANSPORTATION PROVIDER**

1. Public Transportation Provider shall collaboratively develop with ODOT and MPO a Performance Measure Coordination Process described in Section VII above for cooperatively developing and sharing information related to public transportation performance data, the selection of performance targets, the reporting of performance targets, the reporting of performance to be used in tracking progress toward attainment of critical outcome for the Public Transportation Provider, and to the maximum extent practical ensure consistency with the State. This process includes the following:
  - a. Public Transportation Provider will fulfill all Public Transportation Provider responsibilities outlined in the Performance Measure Coordination Process.
  - b. Public Transportation Provider, in coordination with ODOT and MPO, shall document performance of the transportation system, to ensure consistency and report the performance measure results to the appropriate federal agency.

### **SECTION VIII. GENERAL ROLES, RESPONSIBILITIES, AND OBLIGATIONS**

#### **ODOT**

1. ODOT will engage the other Parties to this Agreement in its activities relating to financial plan development and maintenance, and development of the annual listing of obligated projects as set forth in this Agreement. ODOT will communicate early and in good faith, such that affected Parties have the opportunity to influence the final outcome or decisions.
2. Where ODOT is a party of interest, it will participate in the development of each Product as specified in this Agreement. ODOT will offer information and opinions such that the lead agency and other participants have the opportunity to understand its positions, concerns, conflicts, and any likely objections to proposed outcomes.
3. ODOT will develop a formula for allocation of planning funds authorized by 23 U.S.C. 104(f) among metropolitan planning organizations within Oregon, in consultation with MPO and other metropolitan planning organizations, subject to approval by FHWA.

### **MPO**

1. MPO will engage the other Parties to this Agreement in its activities relating to financial plan development and maintenance, and development of the annual listing of obligated projects as set forth in this Agreement. MPO will communicate early and in good faith, such that affected Parties have the opportunity to influence the final outcome or decisions.
2. Where MPO is a party of interest, it will participate in the development of each Product as specified in this Agreement. MPO will offer information and opinions such that the lead agency and other participants have the opportunity to understand its positions, concerns, conflicts, and any likely objections to proposed outcomes.
3. MPO in accordance with 23 U.S.C. 104(f) will consult with ODOT on the formula developed by the State, and approved by the FHWA.

### **PUBLIC TRANSPORTATION PROVIDER**

1. Public Transportation Provider will engage the other Parties to this Agreement in its activities relating to financial plan development and maintenance, and development of the annual listing of obligated projects as set forth in this Agreement. Public Transportation Provider will communicate early and in good faith, such that affected Parties have the opportunity to influence the final outcome or decisions.
2. Where Public Transportation Provider is a party of interest, it will participate in the development of each Product as specified in this Agreement. Public Transportation Provider will offer information and opinions such that the lead agency and other participants have the opportunity to understand its positions, concerns, conflicts, and any likely objections to proposed outcomes.



be developed with the goal of obtaining support from the MPO Policy Board. This general approach requires a high level of communication between all of the MPO participants.

6. Public Transportation Provider is the designated recipient of the FTA Section 5307 Program (49 U.S.C. 5307) funds in the MPO area. The designated recipients are the public bodies with the legal authority to receive and dispense these federal funds.

**NOW THEREFORE**, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

### **SECTION 1. TERMS OF AGREEMENT**

1. Pursuant to the authority above, ODOT, MPO, and Public Transportation Provider agree to define roles and responsibilities in carrying out the metropolitan transportation planning and metropolitan transportation financial planning processes, as further described in the Statement of Work, marked "Exhibit A," attached hereto and by this reference made a part hereof.
2. This Agreement only addresses roles and responsibilities, and does not address funding. Each party shall be responsible for funding their own duties and obligations under this Agreement. The Parties may choose to enter into additional agreement(s) detailing deliverables and funding for the specific projects identified in Exhibit A.
3. The term of this Agreement shall begin on the date all required signatures are obtained. The work identified in Section 1, Paragraph 1 shall be completed no later than December 31, 2024, on which date this Agreement terminates unless extended by an executed agreement.
4. This Agreement may be revisited as needed, including upon adoption of any new Federal Transportation Authorization, and will be reviewed upon commencement of the MPO recertification or self-certification process. If the Parties determine there is a need to add or revise the roles and responsibilities, the Parties will enter into an amendment to this Agreement.

### **SECTION 2. ODOT OBLIGATIONS**

1. ODOT will fulfill its stewardship obligations to FHWA by providing oversight of the MPO to ensure that the MPO carries out its federal duties in a manner that complies with 23 U.S.C. 106(g).
2. ODOT will engage the other Parties to this Agreement in its transportation planning processes, including financial planning processes, ("Processes") and planning products ("Products"), as identified in "Exhibit A." Where ODOT is the lead agency for a Process or Product, it will be responsible for pursuing communication with the other Parties as agreed. ODOT will communicate early and in good faith, such that affected Parties have the opportunity to influence the final outcome or decisions.
3. Where ODOT is a party of interest, as identified in Exhibit A, to a Process or Product, it will participate in the development of the Process or Product as specified in this Agreement. ODOT

will offer information and opinions such that the lead agency and other participants have the opportunity to understand its positions, concerns, conflicts, and any likely objections to proposed outcomes.

4. ODOT, in cooperation with the MPO and the Public Transportation Provider, will establish and conduct a continuous, cooperative, and comprehensive transportation planning process in the development of projects, Processes, Products, and programs that address the required federal planning factors and 23 CFR 450.
5. ODOT's Project Manager for this Agreement is Dan Fricke, MPO Liaison Planner, ODOT Region 2, 455 Airport Road SE, Bldg. B, Salem, Oregon 97301-5395; phone (503) 986-2663; email: [daniel.l.fricke@odot.state.or.us](mailto:daniel.l.fricke@odot.state.or.us) or assigned designee upon individual's absence. ODOT shall notify the other Parties in writing of any contact information changes during the term of this Agreement.

### **SECTION 3. MPO OBLIGATIONS**

1. MPO will engage the other Parties to this Agreement in its Processes and Products as identified in Exhibit A. Where MPO is the lead agency for a Process or Product, it will be responsible for pursuing communication with the other Parties as agreed. MPO will communicate early and in good faith, such that affected Parties have the opportunity to influence the final outcome or decisions.
2. Where MPO is a party of interest, as identified in Exhibit A, to a Process or Product, it will participate in the development of the Process or Product as specified in this Agreement. MPO will offer information and opinions such that the lead agency and other participants have the opportunity to understand its positions, concerns, conflicts, and any likely objections to proposed outcomes.
3. MPO, in cooperation with ODOT and the Public Transportation Provider, will establish and conduct a continuous, cooperative, and comprehensive transportation planning process in the projects, Processes, Products, and programs that address the required federal planning factors and 23 CFR 450.
4. MPO will work with Public Transportation Provider and local agencies to provide a yearly report of obligated projects each October.
5. MPO's Project Manager for this Agreement is Michael Jaffe, Transportation Planning Director, MPO, 100 High Street SE, Suite 200, Salem, Oregon 97391-3667; phone: (503) 540-1606; email: [mjaffe@mwvcog.org](mailto:mjaffe@mwvcog.org), or assigned designee upon individual's absence. MPO shall notify the other Parties in writing of any contact information changes during the term of this Agreement.

### **SECTION 4. PUBLIC TRANSPORTATION PROVIDER OBLIGATIONS**

1. Public Transportation Provider will engage the other Parties to this Agreement in its Processes and Products as identified in Exhibit A. Where Public Transportation Provider is



the lead agency for a Process or Product, it will be responsible for pursuing communication with the other Parties as agreed. Public Transportation Provider will communicate early and in good faith, such that affected Parties have the opportunity to influence the final outcome or decisions.

2. Where Public Transportation Provider is a party of interest, as identified in Exhibit A, to a Process or Product, it will participate in the development of the Process or Product or the financial planning process as specified in this Agreement. Public Transportation Provider will offer information and opinions such that the lead agency and other participants have the opportunity to understand its positions, concerns, conflicts, and any likely objections to proposed outcomes.
3. Public Transportation Provider, in cooperation with ODOT and the MPO will establish and conduct a continuous, cooperative, and comprehensive transportation planning process in the development of projects, Processes, Products, and programs that address the required federal planning factors and 23 CFR 450.
4. Public Transportation Provider will provide a yearly report of obligated FTA projects to MPO and ODOT each October.
5. Public Transportation Provider's Project Manager for this Agreement is Stephen Dickey, Director, Transportation Development Division, 555 Court Street NE, Suite 5230, Salem, Oregon 97301; phone: (503) 588-2424; email: [Steve.dickey@cherriots.org](mailto:Steve.dickey@cherriots.org), or assigned designee upon individual's absence. Public Transportation Provider shall notify the other Parties in writing of any contact information changes during the term of this Agreement.

## **SECTION 5. GENERAL PROVISIONS**

1. This Agreement may be terminated by mutual written consent of all Parties.
2. ODOT may terminate this Agreement effective upon delivery of written notice to MPO and Public Transportation Provider, or at such later date as may be established by ODOT, under any of the following conditions:
  - a. If MPO or Public Transportation Provider fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
  - b. If MPO or Public Transportation Provider fails to perform any of the other provisions of this Agreement or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from ODOT fails to correct such failures within ten (10) days or such longer period as ODOT may authorize.
  - c. If ODOT fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to continue to fund performance of this Agreement.
  - d. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or if ODOT is prohibited from paying for such work from the planned funding source.

3. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
4. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a Party with respect to which any other Party may have liability, the notified Party must promptly notify the other Parties in writing of the Third Party Claim and deliver to the other Parties a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
5. With respect to a Third Party Claim for which ODOT is jointly liable with MPO or Public Transportation Provider (or would be if joined in the Third Party Claim), ODOT shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by MPO or Public Transportation Provider in such proportion as is appropriate to reflect the relative fault of ODOT on the one hand and of MPO and Public Transportation Provider on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of ODOT on the one hand and of MPO and Public Transportation Provider on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. ODOT's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if ODOT had sole liability in the proceeding.
6. With respect to a Third Party Claim for which MPO or Public Transportation Provider is jointly liable with ODOT (or would be if joined in the Third Party Claim), MPO and Public Transportation Provider shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonable incurred and paid or payable by ODOT in such proportion as is appropriate to reflect the relative fault of MPO and Public Transportation Provider on the one hand and of ODOT on the other hand in connection with the events which resulted in such expenses, judgements, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of MPO and Public Transportation Provider on the one hand and ODOT on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines, or settlement amounts. MPO's and Public Transportation Provider's contribution amount(s) in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.



7. The Parties shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270 incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, the Parties expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) ORS 659A.142 and the Americans with Disabilities Act of 1990 as Amended by the ADA Amendments Act of 2008; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. In addition, MPO and Public Transit Provider expressly agrees to comply with 23 CFR 420.121(g) and 49 CFR Part 20 regarding lobbying restrictions on influencing certain Federal activities, which are applicable to all tiers of recipients of FHWA and FTA planning and research funds.
8. Each Party shall ensure that its activities under this Agreement comply with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended by the ADA Amendments Act of 2008 (together, "ADA"). The Parties agree that all Processes, Products, and projects identified in Exhibit A shall be ADA-compliant, and that all options and alternatives evaluated as part of such Processes, Products, and projects shall meet ADA requirements. MPO and Public Transportation Provider agree to ensure that each of its planners responsible for carrying out activities under this Agreement attend at least one ADA-related ODOT training course within two years of the effective date of this Agreement.
9. If MPO or Public Transportation Provider fails to comply with the requirements of this Agreement or the underlying federal laws or regulations, ODOT may:
  - a. Withhold approvals related to the Process or Products identified in Exhibit A until MPO or Public Transportation Provider comes into compliance, and
  - b. Determine that MPO or Public Transportation Provider is ineligible to receive or apply for Title 23, United States Code funds until ODOT receives full reimbursement of any costs incurred.
10. All employers, including MPO and Public Transportation Provider, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability insurance with coverage limits of not less than \$500,000 must be included. MPO and Public Transportation Provider shall ensure that each of their subcontractors complies with these requirements.
11. MPO and Public Transportation Provider acknowledge and agree that ODOT, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of MPO and Public Transportation Provider which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after expiration of this Agreement. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by ODOT.

12. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
13. The Parties certify and represent that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of their Party, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind the Party.
14. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
15. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of ODOT to enforce any provision of this Agreement shall not constitute a waiver by ODOT of that or any other provision.

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

**Mid-Willamette Valley Council of Governments**, by and through its Policy Board

By [Signature]  
Executive Director

Date 19 Oct 2018

**SALEM AREA MASS TRANSIT DISTRICT**, by and through its Board of Directors

By [Signature]  
President

Date 12-13-18

**MPO Contact**

Michael Jaffe  
Transportation Planning Director  
Resource Program Director  
MWVCOG  
100 High Street SE, Suite 200  
Salem, OR 97391-3667  
Phone: (503) 540-1606  
Email: [mjaffe@mwvcoq.org](mailto:mjaffe@mwvcoq.org)

**Public Transportation Provider Contact**

Stephen Dickey, Director, Transportation Development Division  
Salem Area Mass Transit District  
555 Court Street NE, Suite 5230  
Salem, OR 97301  
Phone: (503) 588-2424  
Email: [Steve.dickey@cherriots.org](mailto:Steve.dickey@cherriots.org)

**STATE OF OREGON**, by and through its Department of Transportation

By [Signature]  
Division Administrator  
Transportation Development

Date 2/7/19

By [Signature]  
Division Administrator  
Public Transit

Date 7 Feb 2019

**APPROVAL RECOMMENDED**

By [Signature]  
Region 2 Manager

Date 2-6-19

By [Signature]  
Region 2 Planning and Development Manager

Date 2-6-19

**APPROVED AS TO LEGAL SUFFICIENCY**

By Jennifer O'Brien, Assistant Attorney General by email dated 06/01/2018.

**ODOT Contact**

Dan Fricke, MPO Liaison Planner  
ODOT Region 2  
455 Airport Road SE, Bldg. Salem, OR 97301-5395  
Phone: (503) 986-2663  
Email: [daniel.l.fricke@odot.state.or.us](mailto:daniel.l.fricke@odot.state.or.us)



## **EXHIBIT A STATEMENT OF WORK**

**SECTION I. ACRONYMS** – These acronyms used in Exhibit A are common to financial plan and obligated projects development and maintenance processes, and are defined as follows:

- FHWA:** Federal Highway Administration
- FMIS:** Federal Management Information System
- FTA:** Federal Transit Administration
- MPO:** Metropolitan Planning Organization
- ODOT:** Oregon Department of Transportation
- RPTD:** ODOT Rail & Public Transit Division

**SECTION II. DEFINITIONS** – The following definitions apply to this Agreement specifically and shall not be construed to apply to any other agreement between any of the Parties.

- a. **Air Quality Conformity:** A clean Air Act requirement that ensures Federal funding and approval are given to transportation plan, programs and projects that are consistent with the air quality goals established by a State Implementation Plan (SIP). Applicable to MPOs in designated nonattainment or maintenance areas as defined in 23 CFR 450.104.
- b. **Congestion Management Process (CMP):** A systematic approach that provides for effective management and operation, based on a cooperatively developed and implemented metropolitan-wide strategy, of new and existing transportation facilities eligible for funding under title 23 U.S.C. and title 49 U.S.C. through the use of travel demand reduction and operational management strategies required by TMAs only.
- c. **Consider:** Take into account opinions and relevant information from other Parties in making a decision. Receive the information or comments, acknowledge such, and document the acknowledgement. Those receiving comments are not bound by the opinions or information received.
- d. **Consult:** Confer with other identified Parties in accordance with all applicable established processes; consider the views of other Parties prior to taking action, inform other Parties about action taken in accordance with established process. This communication should be timely, and ahead of decisions. Those receiving comments are not bound by the opinions or information received.
- e. **Cooperate and Collaborate:** Parties involved work together to achieve a common goal or objective. Cooperation or collaboration are often employed where multiple Parties have a

vested interest in the outcome and may involve a shared project or policy outcome. Parties may share expertise, resources, etc., to accomplish the goal.

- f. **Coordinate:** Develop plans, programs, and schedules cooperatively among agencies and entities with legal standing and adjustment of such plans, programs, and schedules to achieve general consistency, as appropriate. Coordinated projects are usually those for which all Parties, other than the lead agency, do not have a vested interest and are often a specific projects rather than policy outcomes. The lead agency is the project proponent and the other Parties are not deeply involved. The lead agency is expected to consult with the others to ensure efficiencies are utilized and conflicts are avoided. Parties with legal standing should be involved in the coordination and Parties should operate in good faith.
- g. **Financially Constrained or Fiscal Constraint:** The MTP, TIP, and STIP demonstrate sufficient financial information and can be implemented using committed, available, or reasonably available revenue sources, with reasonable assurance that the transportation system is being adequately operated and maintained. For the TIP and the STIP, financial constraint/fiscal constraint applies to each program year. Additionally, projects in the air quality nonattainment and maintenance areas can be included in the first two (2) years of the TIP and STIP only if funds are “available” or “committed.”
- h. **Financial Plan:** The required documentation included with both the MTP and TIP (and optional for the long-range statewide transportation plan and STIP) that demonstrates the consistency between reasonably available and projected sources of federal, state, local, and private revenues and the costs of implementing proposed transportation system improvements.
- i. **Illustrative Project:** An additional transportation project that may (but is not required to) be included in a Financial Plan for a MTP, TIP, or STIP if reasonable additional resources were to become available.
- j. **Indian Tribal Government:** Duly formed governing body for an Indian or Alaska Native tribe, band, nation, pueblo, village, or community that the Secretary of the Interior acknowledges to exist as an Indian Tribe pursuant to the federally recognized Indian Tribe List Act of 1994, Public Law 103-454.
- k. **Lead Agency:** Agency responsible for making sure the project, Process, or Product is completed and communication protocols are followed.
- l. **Levels of Communication:** Consider, Consult, Coordinate, Cooperate, or Collaborate. The Agreement may employ any or all of these terms and different Processes or Products may utilize these different levels of communication between the Parties involved.
- m. **Measure:** An expression based on a metric that is used to establish a target and to assess progress toward achieving the established targets.



- n. **Metropolitan Planning Area (MPA):** The geographic area determined by agreement between the MPO for the area and the Governor, which must include the entire urbanized area and the contiguous area expected to become urbanized within a 20-year forecast period in which the metropolitan transportation planning process is carried out.
- o. **Metropolitan Planning Organization:** The Policy Board of an organization created and designated to carry out the metropolitan transportation planning process.
- p. **Metropolitan Transportation Plan (MTP):** A plan prepared by a Metropolitan Planning Organization in accordance with 23 CFR 450 Subpart C and 49 USC 5303(i), in order to accomplish the objectives outlined by the metropolitan planning organization, the state, and the public transportation providers with respect to the development of the metropolitan area's transportation network. This plan must identify how the metropolitan area will manage and operate a multi-modal transportation system (including transit, highway, bicycle, pedestrian, and accessible transportation) to meet the region's economic, transportation, development and sustainability goals – among others – for a 20+-year planning horizon, while remaining fiscally constrained.
- q. **Obligated Projects:** The projects funded under title 23 U.S.C. and title 49 U.S.C. Chapter 53 for which the supporting federal funds were authorized and committed by the state or designated recipient in the preceding or current program year, and authorized by the FHWA or awarded as a grant by the FTA.
- r. **Oversight:** Activities undertaken to ensure Federal programs are in compliance with applicable laws and regulations.
- s. **Owner:** The agency that keeps and maintains the final Product as referenced in Exhibit A.
- t. **Party of Interest:** A Party to this Agreement that is not the lead agency for a particular planning project, but is affected by that project.
- u. **Performance Based Planning and Programming (PBPP):** Refers to the application of performance management principles within the planning and programming processes of transportation agencies to achieve desired performance outcomes for the multimodal transportation system. This includes a range of activities and products undertaken by a transportation agency together with other parties, stakeholders, and the public as part of a 3C (cooperative, continuing and comprehensive) process. PBPP attempts to ensure that transportation investment decisions are made – both in long-term planning and short-term programming of projects – based on their ability to meet established goals for improving the overall transportation system. It also involves measuring progress toward meeting goals, and using information on past and anticipated future performance trend to inform investment decisions.
- v. **Performance Measure Coordination Process –** Provides an overview of the required coordination and collaboration between ODOT and the metropolitan planning organizations within Oregon in establishing federally required performance targets.

- w. **Performance Target** – A quantifiable level of performance or condition, expressed as a value for the measure, to be achieved within a time period required by the FHWA or FTA.
- x. **Performance Period:** A determined time period during which condition/performance is measured and evaluated to: assess condition/performance with respect to baseline condition/performance; and track progress toward the achievement of the targets that represent the intended condition/performance level at the midpoint and at the end of that time period. The “performance period” applies to all measures in this part except the measures for the Highway Safety Improvement Program. Each performance period covers a 4-year duration beginning on a specified date as provided in CFR 490.105.
- y. **Planning Process:** A procedure by which ODOT, MPO and Public Transportation Provider cooperatively determine their mutual responsibilities in carrying out the metropolitan transportation planning process.
- z. **Planning Product:** The final documented result of a planning activity. Planning products that may be developed may include plans, programs, tools, and administrative products.
- aa. **Public Transportation Provider (PTP):** The primary provider(s) of public transportation services in an area.
- bb. **Reasonably Available Funds:** New funding sources that are reasonably expected to be available. New funding sources are revenue that do not currently exist or that may require additional steps before the ODOT, a metropolitan planning organization, or a public transportation provider can commit such funding to transportation projects.
- cc. **Regional Intelligent Transportation System (ITS) Architecture:** A regional framework for ensuring institutional agreement and technical integration for the implementation of ITS projects or groups of projects.
- dd. **Regionally Significant Project:** A transportation project (other than projects that may be grouped in the TIP and/or STIP), or exempt projects as defined in the Environmental Protection Agency’s (EPA’s) transportation conformity regulation 40 CFR 93 that is on a facility which serves regional transportation needs (such as access to and from the area outside the region; major activity centers in the region; major planned developments such as new retail malls, sports complexes, employment centers, or transportation terminals) and would normally be included in the modeling of the metropolitan area’s transportation network. At a minimum, this includes all principal arterial highways and all fixed guideway transit facilities that offer a significant alternative to regional highway travel.
- ee. **Responsible:** Answerable or accountable, as for something within one’s power, control, or management. There can be multiple levels or roles in responsibility. Examples of levels of responsibility include:
  - *Authority:* Authority to make the final decision; signature authority.

- *Lead*: Responsible for making sure the activity is completed and communication protocols are followed.
  - *Coordination*: Responsible for coordinating all elements necessary to complete an activity.
  - *Support*: Provide administrative or technical support necessary to complete an activity.
  - *Information*: Provide input and information necessary to complete an activity.
- ff. **Statewide Transportation Improvement Program (STIP)**: The statewide prioritized listing/program of transportation projects covering a period of four (4) years that is consistent with the long-range statewide transportation plan, metropolitan transportation plans, and TIPs, and required for projects to be eligible for funding under title 23 U.S.C. and title 49 U.S.C. Chapter 53.
- gg. **Stewardship**: Activities undertaken to ensure the efficient and effective use and management of the public funds that have been entrusted by the FHWA and FTA.
- hh. **Sufficient Financial Information**: Financial information that is required in the PCS (PCSX) data entry tool and proof of local commitment to provide matching funds where local match is included in project finance (such as inclusion in the local capital improvement program).
- ii. **Transportation Improvement Program (TIP)**: The prioritized listing/program of transportation projects covering a period of four (4) years that is developed and formally adopted by an Metropolitan Planning Organization as part of the metropolitan transportation planning process, consistent with the metropolitan transportation plan, and required for projects to be eligible for funding under title 23 U.S.C. and title 49 U.S.C. 5303. The TIP must be developed in cooperation with the state and public transit providers.
- jj. **Unified Planning Work Program (UPWP)**: A statement of work identifying the planning priorities and activities to be carried out within a metropolitan planning area. At a minimum, a UPWP includes a description of the planning work, time frames for completing the work, the cost of the work, and the source(s) of funds.
- kk. **Visualization Techniques**: The methods used by states and MPOs in the development of transportation plans and programs with the public, elected and appointed officials, and other stakeholders in a clear and easily accessible format such as maps, pictures, and/or displays, to promote improved understanding of existing or proposed transportation plans and programs.
- ll. **Year-of-Expenditure Dollars**: Dollar sums that account for inflation to reflect expected purchasing power in the year in which the expenditure will be made, based on reasonable financial principles and information.



### **SECTION III. SUMMARY OF PROCESS AND PRODUCT RESPONSIBILITIES**

1. All Parties agree to cooperatively develop and share information related to the development of the Products and Processes that support the MTP, the TIP, and the development of the annual listing of obligated Projects, and other transportation-related Processes, tools, and administrative products.
2. Exhibit A, Table 1 shows the Plans, Programs, Tools, and Administrative Products covered by this Agreement and each Party's level of responsibility for each product. The lead Party holds overall responsibility for the product and the other Parties assist by cooperating, communicating, and sharing information necessary to complete and maintain the product. Each of these Products has one or more lead Party and the others are partners in completion of the Products by cooperating and providing support and information as needed.

**EXHIBIT A**  
**Table 1**

<b>Project, Process, or Product</b>	<b>Owner</b>	<b>ODOT</b>	<b>MPO</b>	<b>PUBLIC TRANSPORTATION PROVIDER</b>
I. PLANS <sup>1</sup>				
Area/Concept Plans <sup>2</sup>	MPO Transportation Provider ODOT	Product Owner Lead Agency Cooperate/Collaborate	Product Owner Lead Agency Cooperate/Collaborate	Product Owner Lead Agency Cooperate/Collaborate
Congestion Management Process (CMP) (TMAs only)	MPO	Cooperate/Collaborate	Product Owner Lead Agency	Cooperate/Collaborate
Coordinated Public Transit Human Services Transportation Plans	Public Transportation Provider	Cooperate/Collaborate	Cooperate/Collaborate	Product Owner Lead Agency
Facility Plans <sup>3</sup>	ODOT	Product Owner Lead Agency	Cooperate/Collaborate	Cooperate/Collaborate
ITS Architecture	ODOT MPO	Product Owner Lead Agency Cooperate/Collaborate	Product Owner Lead Agency Cooperate/Collaborate	Cooperate/Collaborate
Metropolitan Transportation Plan	MPO	Cooperate/Collaborate	Product Owner Lead Agency	Cooperate/Collaborate
Oregon Transportation Plan and Modal Plans	ODOT	Product Owner Lead Agency	Consult	Consult

<b>Project, Process, or Product</b>	<b>Owner</b>	<b>ODOT</b>	<b>MPO</b>	<b>PUBLIC TRANSPORTATION PROVIDER</b>
Transit Plans	MPO Public Transportation Provider	Cooperate/Collaborate	Product Owner Lead Agency Cooperate/Collaborate	Product Owner Lead Agency Cooperate/Collaborate
Transportation System Plans	ODOT	Product Owner Lead Agency	Cooperate/Collaborate	Cooperate/Collaborate
<b>II. PROGRAMS</b>				
Metropolitan Transportation Plan Financial Plan and Processes	MPO	Cooperate/Collaborate	Product Owner Lead Agency	Cooperate/Collaborate
Statewide Transportation Improvement Program	ODOT	Product Owner Lead Agency	Cooperate/Collaborate	Cooperate/Collaborate
Statewide Transportation Improvement Program Financial Plan and Processes	ODOT	Product Owner Lead Agency	Cooperate/Collaborate	Cooperate/Collaborate
Transportation Improvement Program <sup>4</sup>	MPO	Cooperate/Collaborate	Product Owner Lead Agency	Cooperate/Collaborate
Transportation Improvement Program Financial Plan and Processes	MPO	Cooperate/Collaborate	Product Owner Lead Agency	Cooperate/Collaborate
<b>III. TOOLS</b>				
Data Resources	ODOT	Product Owner Lead Agency	Cooperate/Collaborate	Cooperate/Collaborate
Geographic Information System Resources	ODOT	Product Owner Lead Agency	Cooperate/Collaborate	Cooperate/Collaborate
Integrated Models	ODOT	Product Owner Lead Agency	Cooperate/Collaborate	Cooperate/Collaborate
Land Use Models	ODOT	Product Owner Lead Agency	Cooperate/Collaborate	Cooperate/Collaborate
Transit Planning Resources	Public Transportation Provider	Cooperate/Collaborate	Cooperate/Collaborate	Product Owner Lead Agency
Transportation Demand Models	MPO	Cooperate/Collaborate	Product Owner Lead Agency	Cooperate/Collaborate



<b>Project, Process, or Product</b>	<b>Owner</b>	<b>ODOT</b>	<b>MPO</b>	<b>PUBLIC TRANSPORTATION PROVIDER</b>
IV. ADMINISTRATIVE PRODUCTS				
Air Quality Conformity	MPO	Cooperate/Collaborate	Product Owner Lead Agency	Cooperate/Collaborate
Disadvantaged, Minority Business Enterprise Use Plans	MPO	Cooperate/Collaborate	Product Owner Lead Agency	Cooperate/Collaborate
MPO Federal Certification	MPO	Cooperate/Collaborate	Product Owner Lead Agency	Cooperate/Collaborate
Performance Based Planning and Programming <sup>5</sup>	ODOT MPO Public Transportation Provider	Product Owner Lead Agency Cooperate/Collaborate	Product Owner Lead Agency Cooperate/Collaborate	Product Owner Lead Agency Cooperate/Collaborate
Annual Obligation Report	MPO	Cooperate/Collaborate	Product Owner Lead Agency	Cooperate/Collaborate
Public Participation Plan	MPO	Cooperate/Collaborate	Product Owner Lead Agency	Cooperate/Collaborate
State Agency Coordination Agreement	ODOT	Product Owner Lead Agency	Cooperate/Collaborate	Cooperate/Collaborate
Title VI Plan	MPO	Cooperate/Collaborate	Product Owner Lead Agency	Cooperate/Collaborate
Environmental Justice Plan	MPO	Cooperate/Collaborate	Product Owner Lead Agency	Cooperate/Collaborate
Unified Planning Work Program	MPO	Cooperate/Collaborate	Product Owner Lead Agency	Cooperate/Collaborate

<sup>1</sup> Party roles, responsibilities and funding may be further refined in a specific product agreement.

<sup>2</sup> Plans, other than facility plans, prepared by any of the Parties.

<sup>3</sup> Facility plans include, but are not limited to, interchange area management plans, expressway management plans, access management plans, or other plans that require approval by the Oregon Transportation Commission.

<sup>4</sup> Pursuant to 23 CFR 450.326. The TIP is incorporated verbatim into the STIP (*"After approval by the MPO and the Governor, the TIP shall be included without change, directly or by reference, in the STIP..."*).

<sup>5</sup> Pursuant to 23 CFR 450.206(c), 23 CFR 450.2116(f), 23 CFR 450.218 (q), 23 CFR 490, 49 CFR 625, 49 CFR 630 and 49 CFR 670(3).

- Each time a new transportation planning Process or Product commences, the roles, responsibilities, and expectations of each Party will be written down and distributed to each participant of the Product as applicable. The Parties will specify at least nine (9) items identified below; other items should be added as needed to ensure that the responsibilities and expectations of each Party are clearly identified.

- a. Product Owner
- b. Lead Agency
- c. Responsibilities of each Party
- d. Primary levels of communication
- e. Specific communication procedures
- f. Use of consultant services
- g. Decision process
- h. Funding, reporting responsibilities
- i. Resource sharing agreements

If the answers will vary by task, Product subpart, or other conditions, the responsibilities of each Party under each condition will be specified. (Definitions set forth in this Agreement will apply). An example of such a Product may be an Interchange Area Management Plan, where the lead Party would be ODOT, or a Transit Center study conducted by Public Transportation Provider. However, any of the Parties may request that the roles and responsibilities of any "Planning Project" be clarified and redefined within the constraints of a separate cooperative agreement. MPO may develop a form to facilitate the identification of responsibilities.

4. The questions that follow are examples of items to consider when answering the nine (9) items above. Not all items may apply to a specific Process or Product, nor is this list intended to be all inclusive. Parties should use these considerations as a starting point to answer the nine (9) items above and to evaluate what information may need to be set forth in a separate Product-specific agreement.

a. Product Parties

- What Parties will participate in the Product?
- Which agency will own the Product? (See Definitions)
- Which is the lead Party? (See Definitions)
- Which Party will develop the scope of work? Who will approve it?
- What level of responsibility does each Party have for each task or part of the Product? (See Definitions)
- Who are the contact people?
- When are the different Parties involved?
- Who provides data?
- Who analyzes the data?

b. Communication

- What levels of communication are appropriate for the planning Product? (See Definitions)
- What procedures for communication are appropriate for the level of interaction needed? (See Definitions)
- Who from each Party needs to be informed?
- Who is responsible for implementing communication protocols?
- How will communication occur with the ACT, TAC, or other advisory committees?
- Who is responsible for coordinating communication with the public?

- Who is responsible for coordinating and joint communications with other Parties?

c. Consultants

- Will consultants assist with the Product?
- Which Party is responsible for recruiting for and/or selecting any consultants to assist the Product?
- Who is responsible for contract administration?
- Who is responsible for communicating with the consultants?
- Who is responsible for reviewing and approving work?

d. Decision Process

- Which Party has decision authority for which kinds of issues?
- Who is responsible for providing information/support for the decision? How?
- Who has responsibility to serve on decision-making bodies?
- How will needs for amendments to the Product be communicated and decided upon?
- Who is responsible for completing amendments and when?
- How will differences of opinion be handled?

e. Funding

- What level of funding is available?
- What types of funds are to be used?
- What restrictions are there on use of the funds?
- Who is responsible for authorizing funds?
- Who is responsible for reporting use of funds and accomplishments, at what level of detail and to whom?

f. Sharing Resources

- Who is responsible for what elements of different kinds of Products?
- When will each Party be responsible for supporting the others?
- Is this consistent with existing agreements or adopted plans for the area?

g. Transit

- How will the Parties cooperate with PTP's in the area?
- How will the PTP's participate in the planning Product?
- Have private providers been considered?

**SECTION IV. FINANCIAL PLAN DEVELOPMENT AND MAINTENANCE ROLES AND RESPONSIBILITIES**

– There are different financial plan requirements for ODOT and MPO with regard to the long-range plans and the transportation improvement programs. Work under this task will address the financial plan tracking of the funding for projects that are included in both the current TIP and STIP and development of the financial plan for the long-range MTP. The STIP and TIP financial plan process has been developed to ensure that the TIP and STIP are constrained throughout their lifecycles. These



financial plans act as “checkbooks” for the various programs both at the state level and at the MPO level. The financial plan for the MTP enables fiscal constraint for the long-range plan.

**a. Responsibilities of Each Agency for Financial Plan and Fiscal Constraint Development (TIP/STIP Updates)**

**ODOT**

1. ODOT's Active Transportation Section, Program and Funding Services Unit is the lead agency for administration of the STIP financial plan. ODOT's Active Transportation Section, Program and Funding Services Unit will ensure that all federal funds used within the state are programmed in the STIP and accounted for and that the STIP captures any project activity related to federal funds or regionally significant projects. ODOT shall program funds to projects in a manner that maintains financial constraint and is consistent with federal regulations.
2. ODOT, including the Rail and Public Transit Division, shall provide MPO and Public Transportation Provider sufficient financial information (including information regarding grant awards, annual appropriation amounts, limitations, and rescissions, as applicable) in a timely manner. ODOT will provide project financial information to MPO as needed for demonstration of fiscal constraint of the metropolitan TIP.
3. ODOT coordinates the special purpose committee described below. The special purpose committee projects long range federal and state revenues for development of the financially constrained MTP also referred to as the Regional Transportation Plan (RTP). The special purpose committee consists of a representative from ODOT and each metropolitan planning organization and each metropolitan public transportation provider. These representatives will cooperatively develop a methodology for estimating state and federal revenues, as well as the actual estimates. This methodology includes the development of a process for distributing these funds to ODOT regions and metropolitan planning areas. The planning horizon will be sufficient to enable each metropolitan planning organization to produce its next MTP.
4. ODOT will coordinate a meeting with MPO and Public Transportation Provider during each STIP/TIP cycle to mutually agree upon funding assumptions.
5. ODOT is responsible for demonstrating fiscal constraint for the STIP.

**MPO**

1. MPO is the lead agency for administration of the TIP financial plan. MPO shall ensure that all federally funded or regionally significant projects within the MPA are included in the TIP, which will then be included in the STIP and in the STIP financial plan.
2. To provide consistency and transparency the MPO shall establish a PBPP process for their Region to clearly define the parameters and factors considered in the

project evaluation process, as well as share all of the evaluation results used in the decision making process.

3. MPO shall program funds to projects in a manner that maintains financial constraint and is consistent with federal regulations. Proposed programming that needs to utilize state funding authority to maintain fiscal constraint must be approved by ODOT's Active Transportation Section, Program and Funding Services Unit prior to programming being submitted for inclusion in the STIP.
4. MPO shall provide sufficient financial information (including information regarding funding obligations, as applicable) to ODOT and Public Transportation Provider in a timely manner.
5. MPO shall submit to ODOT cost-estimates for local projects that include year-of-expenditure dollars consistent with programming years.
6. MPO is the lead agency for completion of the MTP financial plan and for projecting local and private funds for the preparation of the financially constrained MTP. MPO will cooperatively develop these projections with ODOT and the Public Transportation Provider. MPO will participate on the special purpose committee on state and federal funds that is coordinated by ODOT.
7. MPO agrees to utilize the mutually agreed upon funding assumption for their TIP development forecasts.
8. MPO is responsible for demonstrating fiscal constraint for the MTIP.

#### **PUBLIC TRANSPORTATION PROVIDER**

1. Public Transportation Provider shall provide MPO and ODOT sufficient financial information in a timely manner.
  2. Public Transportation Provider shall provide MPO with project cost-estimates, in year-of-expenditure dollars, for federally funded or regionally significant projects.
  3. Public Transportation Provider is the lead agency in projecting long-range local and private revenues for public transit investments. Public Transportation Provider will cooperatively develop these projections with ODOT and MPO. Public Transportation Provider will participate on the special purpose committee on state and federal funds that is coordinated by ODOT.
  4. Public Transportation Provider is responsible for demonstrating fiscal constraint for the MTIP.
- b. Responsibilities of Each Agency for ODOT's STIP Financial Plan and Fiscal Constraint Amendments (TIP/STIP Activity)**

### **ODOT**

1. ODOT's Active Transportation Section, Program and Funding Services Unit will reconcile funds to the FHWA's FMIS through transactions that are posted. These transactions will be captured in the ODOT's STIP financial plan and made available monthly to MPO. Information in the financial plan will include all fund activities of authorizations, apportionments/appropriations, limitations, rescissions, and revenue aligned budget authority.
2. The ODOT's STIP financial plan will identify any fund programming amendments and project activity that affect funding and fiscal constraint including project additions, deletions, obligations, de-obligations, project fund authority "slips" between fiscal years, reimbursement expenditures, and project closeout balances to be returned to the total MPO funding balance. At the end of each federal fiscal year, ODOT's Active Transportation Section, Program and Funding Services will ensure that there are no planned projects unaccounted for and that any such projects are slipped into later years or cancelled via amendments.
3. ODOT's Active Transportation Section, Program and Funding Services Unit shall provide the MPO their obligation authority amounts.
4. ODOT, including the Rail and Public Transit Division, shall provide MPO and Public Transportation Provider sufficient financial information (including TIP/STIP amendments as applicable) in a timely manner. ODOT will provide project financial information to MPO as needed for demonstration of fiscal constraint of the metropolitan TIP.

### **MPO**

1. MPO will maintain the TIP financial plan, which will include the current programming for all projects located within the MPA boundary and identify amendments and project activity that affect funding and fiscal constraint. This includes project additions, deletions, obligations, de-obligations, project fund authority "slips" between fiscal years, reimbursement expenditures, and project closeout balances to be returned to the total fund authority balance.
2. MPO shall ensure that the transactions identified in the STIP financial plan are accurate and must alert ODOT's Active Transportation Section, Program and Funding Services Unit to any changes, errors, or omissions.
3. MPO shall cooperate with ODOT's Active Transportation Section, Program and Funding Services Unit on the development of financial forecasts, authorizations, apportionments and regional sub-allocation of FTA funding.
4. MPO shall provide TIP amendments, as applicable and sufficient financial information, to ODOT and Public Transportation Provider in a timely manner.



### **PUBLIC TRANSPORTATION PROVIDER**

1. Public Transportation Provider shall cooperate with MPO on the development of financial forecasts, authorizations, apportionments and regional sub-allocation of FTA funding. Public Transportation Provider shall provide MPO with on-going financial information on FTA grant transactions, including actual apportionment, allocations, earmarks, TIP amendment requests, project slips/advances, grant awards, project obligations and de-obligations.

**c. Communication and Information Sharing related to the Financial Plan –** Development and maintenance of STIP and TIP financial plans and obligated project lists requires ongoing, effective communication among ODOT, MPO, and Public Transportation Provider. The Parties will consult with one another individually as needed and at regularly scheduled meetings. The Parties will communicate, share necessary information, cooperate, and assist one another to meet their individual responsibilities for development and maintenance of these products.

### **ODOT**

1. ODOT's Active Transportation Section, Program and Funding Services Unit shall reconcile the STIP financial plan on a monthly basis and make it available to the MPO. MPO will be notified of the availability of the updated STIP financial plan. ODOT's Active Transportation Section, Program and Funding Services Unit shall also provide FMIS information upon request, to enable MPO to track the funding and obligation status of federally funded projects. In addition, ODOT's Active Transportation Section, Program and Funding Services Unit will be available for any other issues/questions via telephone, email and in person during regular business hours.
2. ODOT will utilize the most current STIP amendment matrix to communicate proposed programming changes to MPO.

### **MPO**

1. MPO shall communicate and work directly with ODOT. MPO will utilize the most current STIP amendment matrix to communicate programming changes to ODOT's regional STIP coordinator and Active Transportation Section, Program and Funding Services Unit.

### **PUBLIC TRANSPORTATION PROVIDER**

1. Public Transportation Provider shall primarily communicate directly with MPO on any finance related issue, specifically changes to the TIP or STIP. As necessary, Public Transportation Provider may request joint meetings with MPO and ODOT's Active Transportation Section, Program and Funding Services Unit. In addition, the Public Transportation Provider may work with RPTD where appropriate.

## **SECTION V. CLARIFICATION AND RESOLUTION OF CONCERNS**

### **ODOT**

1. ODOT's Active Transportation Section, Program and Funding Services Unit has the responsibility to ensure the correct funding levels are identified through working with FHWA and FTA. Any changes to Processes will be communicated initially through the quarterly meetings between ODOT, MPOs, FHWA, and FTA. If more immediate action is necessary, ODOT's Active Transportation Section, Program and Funding Services Unit will contact those affected either by phone or email.
2. If there are questions relating to the implementation of federal rules, the appropriate federal agency will be consulted for clarification. On such questions where the answer will apply statewide, ODOT will send a letter to the appropriate federal agency and communicate the response to MPO and ODOT's Active Transportation Section, Program and Funding Services Unit at the quarterly meeting or via email.

### **MPO**

1. If MPO disputes a decision made by ODOT, MPO will contact or consult the respective federal agency for further clarification.

### **PUBLIC TRANSPORTATION PROVIDER**

1. Public Transportation Provider has responsibility to ensure the correct funding levels are identified by working with FTA and RPTD. If there are questions regarding the interpretation of federal rules, the respective federal agency will be consulted for further clarification.

## **SECTION VI. ANNUAL LISTING OF OBLIGATED PROJECTS ROLES AND RESPONSIBILITIES**

– Pursuant to 23 CFR 450.332 the MPO is required to develop an annual listing of projects that were obligated in the preceding program year, within ninety (90) days of the end of the program year. The program year corresponds to the Federal fiscal year of October 1 to September 30. ODOT, MPO, and Public Transportation Provider must cooperatively develop the listing of projects. The list must include all Title 23 and Title 49 federally funded projects, and include sufficient description to identify the project or phase, the agency responsible for carrying out the project, the amount of federal funds requested in the TIP, the amount obligated during the preceding year, the amount previously obligated, and the amount remaining for subsequent years. The list must be published in accordance with the MPO's public participation criteria for the TIP.

### **a. Responsibilities of Each Agency**

#### **ODOT**

1. ODOT's Active Transportation Section, Program and Funding Services Unit shall provide documentation of obligated projects roles and responsibilities from FHWA to MPO no later than thirty (30) days after the end of each federal fiscal year, which ends September 30<sup>th</sup>. The documentation will include the necessary data elements



as required in federal regulations, summarized in the preceding paragraph, including the identification of bicycle and pedestrian projects.

2. ODOT's Active Transportation Section, Program and Funding Services Unit will provide FMIS data sheets in PDF format to MPO upon request.
3. ODOT's Geographic Information Services (GIS) Unit will provide geographic data (shapefiles and/or PDF maps) for ODOT's obligated projects upon request by MPO.

#### **MPO**

1. MPO is the lead agency in production of the obligation report. MPO will take the data provided from ODOT, FTA, and Public Transportation Provider and create a report that will be made available to the public in accordance with the federal regulations and MPO public participation criteria for the TIP.

#### **PUBLIC TRANSPORTATION PROVIDER**

1. Public Transportation Provider shall provide MPO with documentation that includes the necessary data elements as required in federal regulations, including the identification of bicycle and pedestrian projects.
2. Public Transportation Provider will provide FTA Transit Award Management System (TrAMS) data to MPO in a format that meets the federal reporting requirements.
3. Public Transportation Provider will also provide visualization techniques – geographic data (shapefiles and/or PDF maps) for all of its obligated projects.

#### **b. Communication and Information Sharing related to the annual listing of Obligated projects**

##### **ODOT**

1. ODOT's Active Transportation Section, Program and Funding Services Unit will deliver documentation identified in Section VI in an electronic medium to MPO. If a report is created, then ODOT's Active Transportation Section, Program and Funding Services Unit will send an email notifying MPO that the report is ready and including a link to the report.

##### **MPO**

1. MPO will utilize the data provided by ODOT's Active Transportation Section, Program and Funding Services Unit and the Public Transportation Provider to create the required annual report. MPO shall make the report available to all Parties.

##### **PUBLIC TRANSPORTATION PROVIDER**

1. Public Transportation Provider will deliver documentation as identified in Section VI in an electronic medium to MPO in a format consistent with the report required by the MPO.

## **SECTION VII. PERFORMANCE BASED PLANNING AND PROGRAMMING PROCESS ROLES AND RESPONSIBILITIES**

### **ODOT**

1. ODOT shall collaboratively develop with all metropolitan planning organizations and public transportation providers in Oregon one or more Performance Measure Coordination Processes for cooperatively developing and sharing information related to transportation performance data, the selection of performance targets, the reporting of performance targets, the reporting of performance information to be used in tracking progress toward attainment of critical outcome for the region of each metropolitan planning organization and the collection of data for the risk based transportation asset management plan for the National Highway System (NHS) and post this process document(s) to the ODOT Website at <http://www.oregon.gov/ODOT/Planning/Pages/Plans.aspx#OHP> This process document(s) will include the following:
  - a. ODOT's responsibilities regarding data and data sharing with metropolitan planning organizations necessary to develop targets and calculate performance for federal reporting.
  - b. ODOT's responsibilities regarding performing analysis necessary to calculate performance measure results for both state and metropolitan planning organization targets.
  - c. ODOT's responsibilities for coordinating with metropolitan planning organizations and public transportation providers for reporting both state and metropolitan planning organization level performance target reports.
  - d. ODOT's responsibilities to consult with metropolitan planning organizations in amending and revising state targets in accordance with federal rules.
  - e. ODOT's responsibilities for coordinating with metropolitan planning organizations and public transportation providers when amending and revising metropolitan planning organization-specific targets.
  - f. ODOT's role for documenting how the state is using a PBPP approach to programming projects as part of the STIP and how the selected projects help the state achieve its designated targets.

### **MPO**

1. MPO shall collaboratively develop with ODOT the Performance Measure Coordination Process described in Section VII above, and to the maximum extent practical ensure consistency with the State. This process includes the following:
  - a. MPO will fulfill all MPO responsibilities outlined in the Performance Measure Coordination Process.
  - b. MPO in coordination with ODOT will establish, adjust, and report as necessary, MPO performance targets.

- c. MPO will be responsible for documenting, to the extent possible, how the performance measure information was used in project selection and prioritization processes with funds under the responsibility of the MPO, as well as how the selected projects help support the MPO in achieving performance targets, to the extent possible. This will be documented as part of MPO's submittal of the self-certification with the TIP.

#### **PUBLIC TRANSPORTATION PROVIDER**

1. Public Transportation Provider shall collaboratively develop with ODOT and MPO a Performance Measure Coordination Process described in Section VII above for cooperatively developing and sharing information related to public transportation performance data, the selection of performance targets, the reporting of performance targets, the reporting of performance to be used in tracking progress toward attainment of critical outcome for the Public Transportation Provider, and to the maximum extent practical ensure consistency with the State. This process includes the following:
  - a. Public Transportation Provider will fulfill all Public Transportation Provider responsibilities outlined in the Performance Measure Coordination Process.
  - b. Public Transportation Provider, in coordination with ODOT and MPO, shall document performance of the transportation system, to ensure consistency and report the performance measure results to the appropriate federal agency.

### **SECTION VIII. GENERAL ROLES, RESPONSIBILITIES, AND OBLIGATIONS**

#### **ODOT**

1. ODOT will engage the other Parties to this Agreement in its activities relating to financial plan development and maintenance, and development of the annual listing of obligated projects as set forth in this Agreement. ODOT will communicate early and in good faith, such that affected Parties have the opportunity to influence the final outcome or decisions.
2. Where ODOT is a party of interest, it will participate in the development of each Product as specified in this Agreement. ODOT will offer information and opinions such that the lead agency and other participants have the opportunity to understand its positions, concerns, conflicts, and any likely objections to proposed outcomes.
3. ODOT will develop a formula for allocation of planning funds authorized by 23 U.S.C. 104(f) among metropolitan planning organizations within Oregon, in consultation with MPO and other metropolitan planning organizations, subject to approval by FHWA.



### **MPO**

1. MPO will engage the other Parties to this Agreement in its activities relating to financial plan development and maintenance, and development of the annual listing of obligated projects as set forth in this Agreement. MPO will communicate early and in good faith, such that affected Parties have the opportunity to influence the final outcome or decisions.
2. Where MPO is a party of interest, it will participate in the development of each Product as specified in this Agreement. MPO will offer information and opinions such that the lead agency and other participants have the opportunity to understand its positions, concerns, conflicts, and any likely objections to proposed outcomes.
3. MPO in accordance with 23 U.S.C. 104(f) will consult with ODOT on the formula developed by the State, and approved by the FHWA.

### **PUBLIC TRANSPORTATION PROVIDER**

1. Public Transportation Provider will engage the other Parties to this Agreement in its activities relating to financial plan development and maintenance, and development of the annual listing of obligated projects as set forth in this Agreement. Public Transportation Provider will communicate early and in good faith, such that affected Parties have the opportunity to influence the final outcome or decisions.
2. Where Public Transportation Provider is a party of interest, it will participate in the development of each Product as specified in this Agreement. Public Transportation Provider will offer information and opinions such that the lead agency and other participants have the opportunity to understand its positions, concerns, conflicts, and any likely objections to proposed outcomes.

**INTERGOVERNMENTAL AGREEMENT  
ODOT/MPO/Transit Operator Agreement  
Salem Keizer Area Transportation Study  
Salem Area Mass Transit District**

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON acting by and through its Department of Transportation, hereinafter referred to as "ODOT", the Salem-Keizer-Turner Metropolitan Planning Organization, acting by and through the Mid-Willamette Valley Council of Governments, hereinafter referred to as "SKATS", and the Salem Area Mass Transit District, acting by and through its Board of Directors, hereinafter referred to as "SAMTD", collectively referred to as "Parties."

**RECITALS**

1. By authority granted in ORS 190.110, state agencies may enter into agreements with units of local governments for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform.
2. Intergovernmental agreements defining roles and responsibilities for transportation planning between ODOT, the metropolitan planning organization (MPO) for an area, and the public transit operator(s) for the area are required by the Code of Federal Regulation (CFR), Chapter 23, Section 450.314 which states that:

*"The MPO, the State(s), and the public transportation operator(s) shall cooperatively determine their mutual responsibilities in carrying out the metropolitan transportation planning process. These responsibilities shall be clearly identified in written agreements among the MPO, the State(s), and the public transportation operator(s) serving the metropolitan planning area."*

3. SKATS is the designated MPO for the Salem-Keizer area. It was established in 1987 by a Cooperative Agreement (ODOT Agreement No. 20523) specifying the "Duties and Responsibilities for Cooperatively Carrying Out Transportation Planning and Programming", and is incorporated by reference. The Cooperative Agreement remains in effect and is not modified in any way by this Agreement. The Cooperative Agreement specifies that SKATS is responsible for the development of transportation plans, transportation improvement programs, work programs, and all other actions necessary to carry out the transportation planning process. The Cooperative Agreement requires the unanimous agreement of the major local participants for the adoption of the Transportation Plan and Transportation Improvement Program (TIP). In order to be implemented, the recommendations of all other regionally significant transportation planning efforts need to be incorporated into the Transportation Plan and TIP. Therefore, it is the general policy of SKATS that transportation planning products be developed with the goal of obtaining



unanimous support from the SKATS Policy Committee. This general approach requires a high level of communication between all of the SKATS participants.

4. SAMTD is the public transportation operator for the Salem-Keizer area.
5. There also exists an agreement between SKATS and SAMTD regarding the roles and responsibilities related to transit planning in the Salem-Keizer area. Both of these agreements are included as appendices to the Unified Planning Work Program (UPWP) and are reviewed on an annual basis.

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

#### **TERMS OF AGREEMENT**

1. Pursuant to the authority above, ODOT, SKATS, and SAMTD agree to define roles and responsibilities in carrying out the metropolitan transportation planning process, as further described in the Statement of Work, marked Exhibit A, attached hereto and by this reference made a part hereof.
2. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate ten (10) calendar years following the date all required signatures are obtained.
3. This Agreement may be revisited as needed, when the Parties so determine, and will be reviewed upon commencement of the MPO recertification or self-certification process.

#### **ODOT OBLIGATIONS**

1. ODOT will engage the other Parties to this Agreement in its planning activities as further identified in Exhibit A. Where ODOT is the lead agency for a product, it will be responsible for pursuing communication with the other Parties as agreed. Early communication will be sought in good faith, such that affected Parties have the opportunity to influence the final outcome or decisions.
2. Where ODOT is a party of interest to a planning project, it will participate in the development of the planning product as specified in this Agreement. ODOT will offer information and opinions such that the lead agency and other participants have the opportunity to understand its positions, concerns, conflicts, and any likely objections to proposed outcomes.
3. ODOT's Project Manager for this Agreement is the Region 2, Area 3 Senior Planner, or assigned designee in the absence of said individual, 455 Airport Road SE, Salem, OR 97301-5395; telephone (503) 986-2663.

## **SKATS OBLIGATIONS**

1. SKATS will engage the other Parties to this Agreement in its planning activities as further identified in Exhibit A. Where SKATS is the lead agency for a product, it will be responsible for pursuing communication with the other Parties as agreed. Early communication will be sought in good faith, such that affected Parties have the opportunity to influence the final outcome or decisions.
2. Where SKATS is a party of interest to a planning project, it will participate in the development of the planning product as specified in this Agreement. SKATS will offer information and opinions such that the lead agency and other participants have the opportunity to understand its positions, concerns, conflicts, and any likely objections to proposed outcomes.
3. SKATS Project Manager for this Agreement is the Director of Transportation and Natural Resources, or assigned designee upon absence of said individual, Mid-Willamette Valley Council of Governments, 105 High Street SE, Salem, Oregon 97301; telephone (503) 588-6177.

## **SAMTD OBLIGATIONS**

1. SAMTD will engage the other Parties to this Agreement in its planning activities as further identified in Exhibit A. Where SAMTD is the lead agency for a product, it will be responsible for pursuing communication with the other Parties as agreed. Early communication will be sought in good faith, such that affected Parties have the opportunity to influence the final outcome or decisions.
2. Where SAMTD is a party of interest to a planning project, it will participate in the development of the planning product as specified in this Agreement. The Public Transit Operator will offer information and opinions such that the lead agency and other participants have the opportunity to understand its positions, concerns, conflicts, and any likely objections to proposed outcomes.
3. SAMTD Project Manager for this Agreement is the Director, Transportation Development Division, or assigned designee upon absence of said individual, Salem Area Mass Transit District, 555 Court Street NE, Suite 5230, Salem, Oregon 97301; telephone (503) 588-2424.

## **GENERAL PROVISIONS**

1. This Agreement may be terminated by any Party upon thirty (30) days' notice, in writing and delivered by certified mail or in person.
2. Any Party may terminate this Agreement effective upon delivery of written notice to the other Parties, or at such later date as may be established by that Party, under any of the following conditions:

- a. If the other Parties fail to provide services called for by this Agreement within the time specified herein or any extension thereof.
  - b. If the other Parties fail to perform any of the other provisions of this Agreement, or so fail to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from the other Party fails to correct such failures within 10 days or such longer period as other Party may authorize.
  - c. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or either party is prohibited from paying for such work from the planned funding source.
3. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
4. SKATS and SAMTD shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270 incorporated herein by reference and made a part hereof; Without limiting the generality of the foregoing, SKATS and SAMTD expressly agree to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
5. All employers, including all Parties, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. All Parties shall ensure that each of its subcontractors complies with these requirements.
6. SKATS and SAMTD acknowledge and agree that State, the Secretary of State's Office of the State of Oregon, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of SKATS and SAMTD which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after completion of Project. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.
7. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

8. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind any Party unless in writing and signed by all Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

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


The Oregon Transportation Commission on June 18, 2003, approved Delegation Order No. 2, which authorizes the Director to approve and execute agreements for day-to-day operations. Day-to-day operations include those activities required to implement the biennial budget approved by the Legislature, including activities to execute a project in the Statewide Transportation Improvement Program.



SKATS/SAMTD/ODOT  
Agreement No. 24,736


On April 12, 2004, the Director approved Subdelegation Order No. 10 in which the Director delegates authority to the Division Administrator, Transportation Development to approve and execute personal service contracts and agreements over \$75,000 for programs within the Transportation Development Division when the work is related to a project included in the STIP or in other system plans approved by the Oregon Transportation Commission or in a line item in the legislatively adopted biennial budget , and to approve and execute all agreements, approved by the OTC, for Metropolitan Planning Organization agreements outside the Transportation Program Development limitation and acceptance of funds sent to ODOT, but not earmarked for Transportation Program Development.

**SALEM-KEIZER AREA TRANSPORTATION STUDY**, by and through the Mid-Willamette Valley Council of Governments

By   
Executive Director

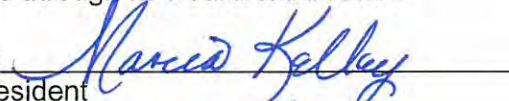
Date 3/23/08

**APPROVAL RECOMMENDED**

By   
Chair, SKATS Policy Committee

Date 3/23/08

**SALEM AREA MASS TRANSIT DISTRICT**, by and through its Board of Directors

By   
President

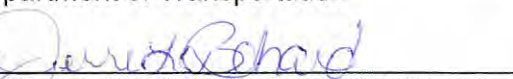
Date 3/27/08

**Agency Contacts**

Richard Schmid  
Director of Transportation and Natural Resources  
Mid-Willamette Valley Council of Governments  
105 High Street SE  
Salem, OR 97301

Stephen Dickey  
Director, Transportation Development Division  
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**STATE OF OREGON**, by and through its Department of Transportation

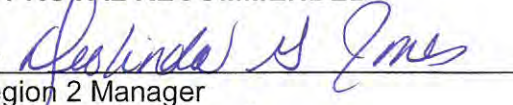
By   
Division Administrator, Transportation Development Division

Date 4/17/08

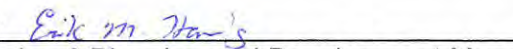
By   
Division Administrator, Public Transit Division

Date 4/16/2008

**APPROVAL RECOMMENDED**

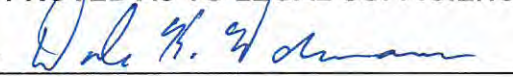
By   
Region 2 Manager

Date 04/07/08

By   
Region 2 Planning and Development Manager

Date 4-2-08

**APPROVED AS TO LEGAL SUFFICIENCY**

By   
Assistant Attorney General

Date 4/11/08

## EXHIBIT A STATEMENT OF WORK

1. **DEFINITIONS** – the following definitions apply to this Agreement specifically and shall not be construed to apply to any other agreement between any of the Parties. They may differ from those listed for these terms in the federal regulations.
  - a. **Consider:** Take into account opinions and relevant information from other Parties in making a decision. Receive the information or comments, acknowledge such, and document the acknowledgement. Those receiving comments are not bound by the opinions or information received.
  - b. **Consult:** Confer with other identified Parties in accordance with an established process; consider the views of other Parties prior to taking action, inform other Parties about action taken in accordance with established process. The communication should be timely, and ahead of decisions. Those receiving comments are not bound by the opinions or information received.
  - c. **Coordinate:** Develop plans, programs, and schedules in consultation with other agencies such that agencies' separate projects do not conflict. Coordinated projects are usually those for which all Parties, other than the lead agency, do not have a vested interest and are often specific projects rather than policy outcomes. The lead agency is the project proponent and the other Parties are not deeply involved. The lead agency is expected to consult with the others to ensure efficiencies are utilized and conflicts are avoided. Parties with legal standing should be involved in the coordination and Parties should operate in good faith.
  - d. **Cooperate/Collaborate:** Parties involved work together to achieve a common goal or objective. Cooperation or collaboration are often employed where multiple Parties have a vested interest in the outcome and may involve a shared project or policy outcome. Parties may share expertise, resources, etc. to accomplish the goal.
  - e. **Responsible:** Answerable or accountable, as for something within one's power, control, or management. There can be multiple levels or roles in responsibility. Examples of levels of responsibility include:
    - Authority: Authority to make the final decision, signature authority
    - Lead: Responsible for making sure the activity is completed and communication protocols are followed
    - Coordination: Responsible for coordinating all elements necessary to complete an activity
    - Support: Provide administrative or technical support necessary to complete an activity
    - Information: Provide input and information necessary to complete an activity
  - f. **Owner:** The agency that keeps and maintains the final product.



- g. **Lead Agency:** Agency responsible for making sure the planning project is completed and communication protocols are followed.
  - h. **Levels of communication:** Consider, Consult, Coordinate, Cooperate, or Collaborate.
  - i. **Party of interest:** A party to this Agreement that is not the lead agency for a particular planning project, but is affected by that project.
  - j. **Planning Project:** A planning activity that leads to a planning product. Planning products that may be developed may include plans, programs, tools, and administrative products such as those listed below.
2. All Parties agree to cooperatively develop and share information related to the development of financial plans that support the metropolitan transportation plan, the metropolitan TIP and the development of the annual listing of obligated projects. Such plans may include but shall not be limited to the following:
- a. Plans
    - Oregon Transportation Plan & Component Plans including Safety Plans
    - Regional Transportation Plan (RTP)
    - Transportation System Plan (TSP)
    - Area/Concept Plans
    - Facility Plans (including Corridor Plans, Interchange Area Management Plans, Access Management Plans, etc.)
    - Transit Plans
    - Coordinated Human Services-Transit Plans
  - b. Programs
    - Statewide Transportation Improvement Program (STIP)
    - Metropolitan Transportation Improvement Program (MTIP)
  - c. Tools
    - Transportation Demand Models (TDM)
    - Land Use Models
    - Integrated Models
    - Data resources
    - Geographic Information System (GIS) resources
  - d. Administrative Products
    - Air Quality Conformity
    - Unified Planning Work Program (UPWP)
    - Federal Certification
    - Public Involvement Plan
    - Title VI Plan
    - Environmental Justice Plans
    - Disadvantaged, Minority Business Enterprise Use Plans

- Environmental Impact Statements/Assessments
- State Agency Coordination Agreement

3. SKATS is specifically charged with the development of the RTP, MTIP, and UPWP. As such, SKATS will be the Product Owner and the Lead Agency for these products and other related products, such as the Air Quality Conformity Determination and most of the “Tools” and “Administrative Products” identified above. ODOT and SAMTD will provide information necessary for these products. All Parties will Cooperate and Collaborate in these processes. Formal communication will take place at the regular meetings of the SKATS Technical Advisory Committee and Policy Committee, and may be supplemented with phone calls, emails, letters, and additional meetings as desired by any of the participants. Funding of these activities will be identified in the annual UPWP. The decision making process will be in accordance with Agreement number 20523. This will be the default process used for all planning projects, unless another process is identified. Principal roles for the Parties to this Agreement for Plans and Programs identified are described in the following table.

Plan/Program	Principal Role		
	ODOT	SKATS	SAMTD
Oregon Transportation Plan and Modal Plans	Product Owner Lead Agency	Consult	Consult
Regional Transportation Plan	Coordinate	Product Owner Lead Agency	Coordinate
Transportation System Plan	Cooperate/Collaborate	Cooperate/Collaborate	Cooperate/Collaborate
Area/Concept Plans <sup>1</sup>	Product Owner Lead Agency Cooperate/Collaborate	Product Owner Lead Agency Cooperate/Collaborate	Product Owner Lead Agency Cooperate/Collaborate
Facility Plans <sup>2</sup>	Product Owner Lead Agency	Cooperate/Collaborate	Cooperate/Collaborate
Transit Plans	Coordinate	Cooperate/Collaborate	Product Owner Lead Agency
Coordinated Human Services – Transit Plans	Coordinate	Cooperate/Collaborate	Product Owner Lead Agency
Statewide Transportation Improvement Program (STIP)	Product Owner Lead Agency	Consult	Consult
Metropolitan Transportation Improvement Program (MTIP) <sup>3</sup>	Consult	Product Owner Lead Agency	Consult

4. Each time a new transportation planning project commences, the roles, responsibilities, and expectations of each Party will be written down and distributed to each participant of the project. The Parties will specify at least nine (9) items identified below; other items should be added as needed to ensure that the responsibilities and expectations of each party are clearly identified.

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

<sup>2</sup> Facility plans include, but are not limited to, interchange area management plans, expressway management plans, access management plans, or other plans that require approval by the Oregon Transportation Commission.

<sup>3</sup> Pursuant to 23 CFR 450.326, the MTIP is incorporated verbatim into the STIP (“After approval by the MPO and the Governor, the TIP shall be included without change, directly or by reference, in the STIP . . .”)



- a. Product Owner
- b. Lead Agency
- c. Responsibilities of each agency
- d. Primary levels of communication
- e. Specific communication procedures
- f. Use of consultant services
- g. Decision process
- h. Funding, reporting responsibilities
- i. Resource sharing agreements

If the answers will vary by task, project subpart, or other conditions, the responsibilities of each agency under each condition will be specified. (Definitions set forth in this Agreement will apply). An example of such a project may be an Interchange Area Management Plan, where the lead agency would be ODOT, or a Transit Center study conducted by SAMTD. However, any of the Parties may request that the roles and responsibilities of any "Planning Project" be clarified and redefined, within the constraints of the Cooperative Agreement. SKATS may develop a form to facilitate the identification of responsibilities.

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

a. Project Parties

- What agencies will participate in the project?
- Which agency will own the product? (See Definitions)
- Which is the lead agency? (See Definitions)
- Which agency will develop the scope of work? Who will approve it?
- What level of responsibility does each agency have for each task or part of the project? (See Definitions)
- Who are the contact people?
- When are the different Parties involved?

b. Communication

- What levels of communication are appropriate for the planning project? (See Definitions)
- What procedures for communication are appropriate for the level of interaction needed? (See Definitions)
- Who from each agency needs to be informed?
- Who is responsible for implementing communication protocols?
- How will communication occur with the ACT, TAC, or other advisory committees?
- Who is responsible for coordinating communication with the public?

- Who is responsible for coordinating and joint communications with other agencies?
- c. Consultants
- Will consultants assist with the project?
  - Which agency is responsible for recruiting for and/or selecting any consultants to assist the project?
  - Who is responsible for contract administration?
  - Who is responsible for communicating with the consultants?
  - Who is responsible for reviewing and approving work?
- d. Decision process
- Which agency has decision authority for which kinds of issues?
  - Who is responsible for providing information/support for the decision? How?
  - Who has responsibility to serve on what decision-making bodies?
  - How will needs for amendments to the product be communicated and decided upon?
  - Who is responsible for completing amendments and when?
  - How will differences of opinion be handled?
- e. Funding
- What level of funding is available?
  - What types of funds are to be used?
  - What restrictions are there on use of the funds?
  - Who is responsible for authorizing funds?
  - Who is responsible for reporting use of funds and accomplishments, at what level of detail and to whom?
- f. Sharing Resources
- Who is responsible for what elements of different kinds of products?
  - When will each agency be responsible for supporting the others?
  - Is this consistent with existing agreements or adopted plans for the area?
- g. Transit
- How will the Parties cooperate with public transit operators in the area?
  - How will the public transit operators participate in the planning project?
  - Have private providers been considered?

# Appendix G

## Resolution 20-11

### Adopting the SKATS 2020-2021 Unified Planning Work Program (UPWP)

**WHEREAS**, the Salem-Keizer Area Transportation Study (SKATS) Policy Committee has been designated by the State of Oregon as the official Metropolitan Planning Organization (MPO) for the Salem Urbanized Area; and

**WHEREAS**, the SKATS Policy Committee is authorized by an intergovernmental Cooperative Agreement to act on matters pertaining to the transportation planning process; and

**WHEREAS**, the SKATS Unified Planning Work Program is produced to describe the MPO-related planning activities anticipated in the coming year and is required to secure funding for the regional transportation planning process; and

**WHEREAS**, the activities and funds programmed in the 2020-2021 UPWP have been reviewed and approved by appropriate parties and advisory committees; and

**WHEREAS**, periodic reviews of the SKATS Cooperative Planning Agreement and the SKATS Planning Agreement between ODOT, SKATS, and the Salem Area Mass Transit District (SAMTD) are also required; and

**WHEREAS**, it is SKATS policy to conduct the aforementioned reviews annually concurrently with the UPWP adoption process;

### **NOW THEREFORE, BE IT RESOLVED BY THE POLICY COMMITTEE OF THE SALEM-KEIZER AREA TRANSPORTATION STUDY:**

**That** the **attached** SKATS 2020-2021 Unified Planning Work Program (UPWP) is hereby adopted, and the Mid-Willamette Valley Council of Governments is hereby requested to prepare and submit any documents to secure the funding identified in the Planning Work Program for the SKATS (MPO) activities; and

**That** the SKATS Cooperative Agreement (*UPWP Appendix A*) and the ODOT/SKATS/SAMTD Planning Agreement (*UPWP Appendix F*) have been reviewed by the SKATS Policy Committee and are affirmed as included in the UPWP Appendices.

**ADOPTED** by the Policy Committee of the Salem-Keizer Area Transportation Study on the 28th day of April 2020.



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Chair  
Salem-Keizer Area Transportation Study  
Policy Committee