	Approved: 4-16-19 Ettective: 4-27-14 SNOHOMISH COUNTY COUNCIL
1	
2 3	Snohomish County, Washington
3 4 5	ORDINANCE NO. 14-009
6 7 8 9 10	INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND SNOHOMISH COUNTY PUBLIC TRANSPORTATION BENEFIT AREA CORPORATION FOR TRANSPORTATION DEMAND MANAGEMENT SERVICES
11 12 13	WHEREAS, transportation demand management reduces congestion and increases mobility by reducing vehicle trips; and
14 15 16 17 18 19 20	WHEREAS, transportation demand management services can include a broad spectrum of demand management strategies, including but not limited to residential trip reduction programs, employer-based trip reduction programs, provision of transit passes and other incentives, transit service enhancements, vanpool and other rideshare services, traffic signal priority and other technology elements, and infrastructure costs such as park and ride lots and bus stop shelters; and
21 22 23 24	WHEREAS, the Snohomish County Transportation Benefit Area Corporation (hereinafter "Community Transit") has over 20 years of experience providing transportation demand management services in Snohomish County; and
25 26 27 28 29 30	WHEREAS, pursuant to an Interlocal Agreement between Snohomish County and the Snohomish County Transportation Benefit Area Corporation (Community Transit) for the Provision of Transportation Demand Management Services ("the Original Agreement") dated April 25, 2008, Community Transit has performed transportation demand management services on County streets and roads; and
31 32	WHEREAS, the Original Agreement will terminate on April 25, 2014; and
33 34 35 36 37	WHEREAS, the County received a Federal Congestion Management Air Quality grant (the "Grant") on December 3, 2012, to fund a corridor transportation demand management program on 164 th St SE/SW, 128 th St SW, 196 th St SW, and SR 527, which grant requires a local agency match of 13.5% of the total project cost; and
38 39 40	WHEREAS, as part of the grant application, Community Transit agreed to provide a share of the required local agency match, representing 4.3046% of the total project cost; and
41 42 43 44	WHEREAS, the County and Community Transit agree that it is mutually beneficial for the County and Community Transit to continue working together cooperatively and desire to enter into an Interlocal Agreement for transportation demand services; and
45 46 47	WHEREAS, such Agreement is entered into pursuant to Chapter 39.34 RCW and SCC 30.66B.625; and.
48 49	WHEREAS, the Snohomish County Council held a public hearing on April 16, 2014, to hear public comment and consider authorizing the Snohomish County Executive to execute

1 2 3	the Interiocal Agreement between the County and Community Transit for transportation demand management services;				
4 5 6	WHEREAS, the County Council has determined that it is in the public interest to approve the Interlocal Agreement for transportation demand management services and authorize the County Executive to execute the same.				
7 8					
9	NOW, THEREFORE, BE IT ORDAINED:				
10					
11	Section 1. The County Council hereby adopts the foregoing recitals as findings of fact				
12	and conclusions as if set forth in full herein.				
13					
14	Section 2. The Snohomish County Council hereby approves and authorizes the Snohomish County Executive, or designee, to sign the "Interlocal Agreement between				
15 16	Snohomish County and Snohomish County Public Transportation Benefit Area Corporation for				
17	Transportation Demand Management Services," in the form attached hereto as Exhibit A.				
18					
19	11 +1-				
20	PASSED this day of, 2014.				
21					
22 23	SNOHOMISH COUNTY COUNCIL				
2 <i>3</i> 24	ATTEST: Snohomish County, Washington				
25	· · · · · · · · · · · · · · · · · · ·				
22 23 24 25 26 27					
27					
28 29	Clerk of the Council Council Chair				
29 30	Clerk of the Council Ass				
31					
	DATE: 4//6/14				
32 33 34 *	APPROVED / /				
34					
35	() EMERGENCY				
36 37	() VETOED				
38	John tanc 4/17/14				
39	John Lovick Date				
40	County Executive				
41	ATTEST: WIMMAND				
42	ATTES7: WW/WW				
43 44	Approved as to form only:				
45	Approved as to form only.				
46					
47	$\mathcal{L}(\mathcal{L}(\mathcal{L}))$				
48	D-13				
4 9	Deputy Prosecuting Attorney Date				

Exhibit A

INTERLOCAL AGREEMENT

BETWEEN SNOHOMISH COUNTY AND SNOHOMISH COUNTY PUBLIC TRANSPORTATION BENEFIT AREA CORPORATION FOR TRANSPORTATION DEMAND MANAGEMENT SERVICES

This INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE SNOHOMISH COUNTY TRANSPORTATION BENEFIT AREA CORPORATION FOR TRANSPORTATION DEMAND MANAGEMENT SERVICES (this "Agreement"), is made and entered into this 17 day of _______, 2014, by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the "County"), and the SNOHOMISH COUNTY PUBLIC TRANSPORTATION BENEFIT AREA CORPORATION d/b/a COMMUNITY TRANSIT, a public transportation benefit area of the State of Washington ("Transit"), pursuant to Chapter 39.34 RCW and SCC 30.66B.625.

RECITALS

- A. Pursuant to an Interlocal Agreement between Snohomish County and the Snohomish County Transportation Benefit Area Corporation (Community Transit) for the Provision of Transportation Demand Management Services ("the Original Agreement") dated April 25, 2008, Transit has performed transportation demand management services, as defined in Section 4 below (the "Services"), on County streets and roads.
 - B. The Original Agreement will terminate on April 25, 2014
- C. The County received a Federal Congestion Management Air Quality grant (the "Grant") on December 3, 2012 to fund a corridor TDM program on 164th St SE/SW, 128th St SW, 196th St SW, and SR 527. The Grant requires a local agency match of 13.5% of the total project cost. As part of the grant application, Transit agreed to provide a share of the required local agency match. Transit's share of the match represents 4.3046% of the total project cost.
- **D.** The County and Transit agree that it is mutually beneficial for the County and Transit to continue working together cooperatively. Pursuant to this Agreement, Chapter 39.34 RCW, and SCC 30.66B.625, the County wishes to continue to receive Services and Transit is agreeable to continue providing the same.
- E. In exchange for the Services, the County shall reimburse Transit its actual costs incurred in performing the same, including time, labor, equipment, materials, and administrative overhead, all as more fully described in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and Transit agree as follows:

1. Purpose of Agreement.

This Agreement is authorized and entered into pursuant to Chapter 39.34 RCW and SCC 30.66B.625. The purpose and intent of this Agreement is for the County and Transit to work together efficiently and effectively in the performance and delivery of Transportation Demand Management Services within the County's boundaries by Transit personnel.

2. Effective Date and Duration.

This Agreement shall take effect after being duly executed by both parties and either filed with the County Auditor or posted on the County's Interlocal Agreements website. This Agreement shall remain in effect for a period of six (6) years unless earlier terminated pursuant to the provisions of Section 12 below, PROVIDED HOWEVER, that the term of this Agreement may be extended or renewed for up to two (2) additional three (3) year terms by written notice from the County to Transit, PROVIDED FURTHER that each party's obligations after December 31, 2014, are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with applicable law.

3. Administrators.

Each party to this Agreement shall designate an individual (an "Administrator"), who may be designated by title or position, to oversee and administer such party's participation in this Agreement. The parties' initial Administrators shall be the following individuals:

County's Initial Administrator:

Director of Transportation and Environmental Services Snohomish County Public Works Department 3000 Rockefeller Avenue, M/S 607 Everett, WA 98201

Transit's Initial Administrator:

Director of Customer Relations Community Transit 7100 Hardeson Rd. Everett, WA 98203

Either party may change its Administrator at any time by delivering written notice of such party's new Administrator to the other party.

4. Scope of Services.

The purpose of transportation demand management is to reduce congestion and increase mobility by reducing vehicle trips. Transportation Demand Management Services (the "Services") can include a broad spectrum of demand management strategies, including but not limited to residential trip reduction programs, employer-based trip reduction programs, provision of transit passes and other incentives, transit service enhancements, vanpool and other rideshare services, traffic signal priority and other technology elements, and

infrastructure costs such as park and ride lots and bus stop shelters. The scope of Services for the remainder of 2014 is described in Exhibit A, attached hereto and incorporated herein by this reference. Additional Services to those in Exhibit A will be provided though a Work Order as provided for in Section 5.3.

5. Process for Delivery of Services.

- 5.1 <u>Performance by Transit.</u> Transit's performance of Services under this Agreement shall be completed with due care and diligence. Transit shall furnish and supply all necessary labor, supervision, machinery, equipment, material and supplies other than those required to be furnished by the County, PROVIDED, HOWEVER, that Transit's performance shall be subject to the availability of personnel, equipment and materials necessary to perform the Services without unduly disrupting the normal operations and functions of Transit. Transit shall notify the County in writing of any hardship or any other inability to perform under this Agreement, including postponement of Services due to Transit workload constraints, as well as its best estimate of how long Transit expects the hardship or performance inability to last.
- 5.2 <u>Coordination.</u> Transit will provide to the County a short report on the performance of Transit's activities in providing the Services at least quarterly. Periodic meetings between Transit and the County will be held as necessary to coordinate in the delivery of the Services. The Administrators and/or their authorized designees are authorized to develop and finalize other working procedures found necessary to deliver the Services.
- Additional Services. The County and Transit may agree to the provision of Services in addition to those described in Exhibit A (the "Additional Services"). The authorization for the Additional Services shall be processed through an approved Work Order (the "Work Order") and shall be subject to the provisions of this agreement.

The development of the Work Order will consider an evaluation of costs and performance of Services from prior years, the needs and available resources of the County, the needs and available resources of Transit, and other considerations necessary for the successful provision of the Services. The Work Order shall describe in detail the Additional Services to be performed, a schedule of deliverables with an estimated completion date, and a detailed budget including an estimate of hours and a specific list of reimbursable expenses necessary to provide the Additional Services.

The Work Order shall be approved in writing by Transit's Chief Executive Officer and the County Public Works Director. The budgeted amount for any Additional Services will be presented to the County Council as part of the County Public Works Department's Annual Construction Program (ACP). An approval of a Work Order by the County shall constitute a representation that sufficient funds have been appropriated to cover the cost of the Additional Services. Transit shall not perform the Additional Services until both parties have signed and approved the Work Order. The Work Order may be terminated by either party upon reasonable notice

provided the County compensates Transit for all work performed under the Work Order prior to the termination.

5.4 <u>Independent Contractor.</u> Transit will perform all Services under this Agreement as an independent contractor and not as an agent, employee, or servant of the County. Transit shall be solely responsible for control, supervision, direction and discipline of its personnel, who shall be employees and agents of Transit and not the County. Transit has the express right to direct and control Transit's activities in providing the Services in accordance with the specifications set out in this Agreement.

6. <u>Cooperation by County.</u>

- 6.1 <u>Covenant to Cooperate.</u> The County covenants to Transit that it shall cooperate with Transit in completing the Services. The County shall make its personnel available to Transit at reasonable times and upon reasonable advance notice, for purposes of facilitating Transit's performance of the Services.
- 6.2 <u>Supervision, Management and Control of Streets and Roads.</u> Nothing in this Agreement shall be construed as in any way divesting the County of any of its powers with respect to the supervision, operation, management, and control of streets and roads within its boundaries.

7. Payment by the County.

7.1 <u>Hourly Rate.</u> Except as otherwise provided herein, the County will pay for the Services provided under this Agreement at an hourly rate of \$55.00. Time may be recorded and invoiced by Transit in fractional hours with increments of no less than fifteen (15) minutes. Transit agrees that only those charges directly allocable to the Services under generally accepted accounting procedures will be charged to the County.

The Hourly Rate may be adjusted on January 1 of each calendar year during the term of this Agreement PROVIDED, HOWEVER, that in no event shall an increase be greater than three percent (3%) per calendar year.

- Overhead and Expenses. The hourly compensation for Services includes overhead but does not include specific reimbursable expenses for materials, fees for community events and promotions, postage, transit passes and tickets, and other incentives used in providing Services, which will be allowed only as and to the extent set forth in Exhibit A or an approved Work Order. Transit agrees that only those expenses directly allocable to the Services under generally accepted accounting procedures will be charged to the County.
- 7.3 <u>Invoicing and Payment.</u> Transit shall invoice the County for all Services performed by Transit. The County shall remain liable for complete and timely payment of all amounts invoiced. Invoices may be sent monthly, quarterly or on any other schedule that is mutually convenient to the parties. Transit shall include in each invoice documentation of all costs for

labor, materials and equipment included in the invoice. Unless the County delivers written notice to Transit disputing the amount of a particular invoice, the County shall make payment on all invoices submitted by Transit within thirty (30) days of the invoice date.

For time and expenses eligible for reimbursement by the Grant, Transit shall provide a separate invoice to the County. This invoice will be marked RC 1570 and the invoiced amount will be the total eligible time and expenses incurred by Transit less 4.3046% which will be Transit's local agency match contribution for the Grant.

Records. Transit shall maintain adequate records to support billings. Said records shall be maintained by Transit for a period of seven (7) years after completion of this Agreement. The County or any of its duly authorized representatives shall have access at reasonable times to any books, documents, papers and records of Transit which are directly related to this Agreement for the purposes of making audit examinations, obtaining excerpts, transcripts or copies, and ensuring compliance by the County with applicable laws. Expenditures under this Agreement, which are determined by audit to be ineligible for reimbursement and for which payment has been made to the Transit, shall be refunded to the County by Transit.

8. Indemnification/Hold Harmless

- 8.1 The County shall indemnify and hold harmless Transit and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of the County, its officers, agents, and employees, or any of them relating to or arising out of performing services pursuant to this Agreement. In the event that any such suit based upon such a claim, action, loss, or damages is brought against the Transit, the County shall defend the same at its sole cost and expense; provided that Transit reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment in said suit be rendered against Transit, and its officers, agents, and employees, or any of them, or jointly against Transit and the County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same.
- 8.2 Transit shall indemnify and hold harmless the County and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of Transit, its officers, agents, and employees, or any of them relating to or arising out of performing services pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss, or damages is brought against the County, Transit shall defend the same at its sole cost and expense; provided that the County reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against the County, and its officers, agents, and employees, or any of them, or jointly against the County and the Transit and their respective officers, agents, and employees, or any of them, the Transit shall satisfy the same.

- 8.3 In executing this agreement, the County does not assume liability or responsibility for or in any way release the Transit from any liability or responsibility which arises in whole or in part from the existence or effect of Transit ordinances, policies, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such Transit policy, rule or regulation is at issue, Transit shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the Transit, the County, or both, Transit shall satisfy the same, including all chargeable costs and reasonable attorney's fees.
- 8.4 The foregoing indemnity is specifically intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance Act, Title 51 RCW, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

9. Insurance

Each Party shall maintain its own insurance and/or self-insurance for its liabilities from damage to property and /or injuries to persons arising out of its activities associated with this Agreement as it deems reasonably appropriate and prudent. The maintenance of, or lack thereof of insurance and/or self insurance shall not limit the liability of the indemnifying part to the indemnified party(s).

10. Compliance with Laws.

In the performance of its obligations under this Agreement, each party shall comply with all applicable federal, state, and local laws, rules and regulations.

11. Default and Remedies.

- 11.1 <u>Default</u>. If either Transit or the County fails to perform any act or obligation required to be performed by it hereunder, the other party shall deliver written notice of such failure to the non-performing party. The non-performing party shall have thirty (30) days after its receipt of such notice in which to correct its failure to perform the act or obligation at issue, after which time it shall be in default ("Default") under this Agreement; provided, however, that if the non-performance is of a type that could not reasonably be cured within said thirty (30) day period, then the non-performing party shall not be in Default if it commences cure within said thirty (30) day period and thereafter diligently pursues cure to completion.
- 11.2 <u>Remedies</u>. In the event of a party's Default under this Agreement, then after giving notice and an opportunity to cure pursuant to Section 11.1 above, the non-Defaulting party shall have the right to exercise any or all rights and remedies available to it in law or equity.

12. Early Termination.

- 12.1 <u>90 Days' Notice</u>. Except as provided in Section 12.2 below, either party may terminate this Agreement at any time, with or without cause, upon not less than ninety (90) days advance written notice to the other party. The termination notice shall specify the date on which the Agreement shall terminate.
- 12.2 <u>Lack of Funding</u>. This Agreement is contingent upon governmental funding and local legislative appropriations. In the event that funding from any source is withdrawn, reduced, limited, or not appropriated after the effective date of this Agreement, this Agreement may be terminated by either party immediately by delivering written notice to the other party. The termination notice shall specify the date on which the Agreement shall terminate.
- 12.3 <u>Calculation of Costs Due Upon Early Termination</u>. Upon early termination of this Agreement as provided in this Section 12, the County shall pay Transit for all Services performed up to the date of termination, as well as the costs of any and all non-cancelable obligations. Transit shall notify the County within thirty (30) days of the date of termination of all remaining costs including non-cancelable costs. Termination costs charged to the County shall not exceed the actual costs incurred as a result of early termination. No payment shall be made by the County for any expense incurred or Services performed following the effective date of termination unless authorized in writing by the County.

13. Dispute Resolution.

Any dispute or difference arising by reason of this Agreement or any provision or term thereof shall be resolved jointly by the County Executive and Transit's Chief Executive Officer. Such decision shall be arrived as expeditiously as possible. In the event the Parties are unable to reach a resolution, the Parties shall promptly submit their dispute to professional mediation at the Seattle office of Judicial Arbitration and Mediation Services ("JAMS"), Washington Arbitration and Mediation Services ("WAMS"), or Judicial Dispute Resolution ("JDR"), and shall share equally the cost thereof. In the event the dispute is not resolved in mediation, either party may file an action in Snohomish County Superior Court. The prevailing party in any judicial action shall be entitled to an award of reasonable attorneys' fees and costs.

14. Notices.

All notices required to be given by any party to the other party under this Agreement shall be in writing and shall be delivered either in person, by United States mail, or by electronic mail (email) to the applicable Administrator or the Administrator's designee. Notice delivered in person shall be deemed given when accepted by the recipient. Notice by United States mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, and addressed to the Administrator, or their designee, at the addresses set forth in Section 3 of this Agreement. Notice delivered by email shall be deemed given as of the date and time received by the recipient.

15. Miscellaneous.

- 15.1 <u>Entire Agreement; Amendment</u>. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the parties regarding the subject matter contained herein. This Agreement may not be modified or amended in any manner except by a written document executed with the same formalities as required for this Agreement and signed by the party against whom such modification is sought to be enforced.
- 15.2 <u>Conflicts between Attachments and Text</u>. Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.
- 15.3 <u>Governing Law and Venue</u>. This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County. In the event that a lawsuit is instituted to enforce any provision of this Agreement, the prevailing party shall be entitled to recover all costs of such a lawsuit, including reasonable attorney's fees.
- 15.4 <u>Interpretation</u>. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings in this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.
- 15.5 <u>Severability</u>. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.
- 15.6 <u>No Waiver</u>. A party's forbearance or delay in exercising any right or remedy with respect to a Default by the other party under this Agreement shall not constitute a waiver of the Default at issue. Nor shall a waiver by either party of any particular Default constitute a waiver of any other Default or any similar future Default.
- 15.7 <u>No Assignment</u>. This Agreement shall not be assigned, either in whole or in part, by either party without the express written consent of the other party, which may be granted or withheld in such party's sole discretion. Any attempt to assign this Agreement in violation of

the preceding sentence shall be null and void and shall constitute a Default under this Agreement.

- 15.8 <u>Warranty of Authority</u>. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign this Agreement.
- 15.9 <u>No Joint Venture</u>. Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the parties.
- 15.10 <u>No Separate Entity Necessary.</u> The parties agree that no separate legal or administrative entities are necessary to carry out this Agreement.
- 15.11 Ownership of Property. Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either party in connection with its performance under this Agreement will remain the sole property of such party, and the other party shall have no interest therein.
- 15.12 <u>No Third Party Beneficiaries</u>. This Agreement and each and every provision hereof is for the sole benefit of Transit and the County. No other persons or parties shall be deemed to have any rights in, under or to this Agreement.
- 15.13 <u>Execution in Counterparts</u>. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

TRANSIT:

Snohomish County Public
Transportation Benefit Area
Corporation d/b/a Community Transit,
a public transportation benefit area of
the State of Washington

Name: hyce Flear

Title: Chief Executive Officer

Approved as to Form:

Transit Attorney
Mat Henanieks

COUNTY:

Snohomish County, a political subdivision of the State of Washington

(Name: John Lovick

COUNCIL USE ONLY

Title: County Executive ved:

41614

Docfile

Approved as to Form:

ソンモノハナモ

Deputy Prosecuting Attorney

TDM Services Interlocal Agreement 2014 - Page 9

Exhibit A Scope of Work April 2014 to December 2014

"Curb the Congestion" Corridor-Based Transportation Demand Management

Curb the Congestion (the "Program") is a corridor-based transportation demand management program jointly developed by Transit and the County to promote transportation alternatives to driving alone during the peak commute periods on targeted congested corridors. Since 2008, Transit has administered the Program under the provisions of the Original Agreement. This exhibit describes the scope of work for the Program for the period April 1, 2014 through December 31st 2014.

The Program will operate on the following corridors:

- 164th Street SE/SW from SR 527 to SR 99;
- Cathcart Way/SR 96/128th Street SW/Airport Rd. corridor from SR 9 to the Boeing plant at Paine Field;
- SR 524 (196th Street) from the Edmonds Ferry to I-5; and
- SR 527 from SR 522 to SR 96.

The Program will have a residential and an employer component. The strategies will educate residents and employees on the available commute alternatives, provide incentives, and will work to improve people's perception of these alternatives.

An evaluation of the program will be provided by Transit in January 2015 outlining what has been done on the corridors during the program period of April 1 – December 31, 2014. In addition to quantitative data, the summary will include what was successful and any necessary changes for succeeding program periods.

The residential component

The residential component of the Program will emphasize multi-family residential areas with large numbers of apartment buildings, condominiums and townhouses that are within ½ mile of the corridors. The Program will market alternatives through a direct, individualized approach supporting and encouraging residents who are currently driving alone on the corridors and are interested in and are able to change their travel behavior. The methodology used will include direct mail outreach; individualized marketing; social marketing; transportation fairs in the community and at multi-family housing developments. The program will also engage community groups, resident groups, individuals, businesses, and other targeted groups of corridor users.

Staff will provide detailed information and trip assistance to address the travel needs and barriers of individuals. Social marketing strategies can include pledge commitments, online trip

logs to track behavior changes, behavior prompts, participant recruiters, incentives, and use of social media to guide perceptions of transportation-related social norms.

Program incentives will include:

- Monthly Rewards: 3-month benefit toward alternative mode trips for participants who use an alternative to driving alone 8 days each month
- Recruiter Rewards for participants who recruit new active participants who use an alternative to driving alone 8 days each month
- Monthly prize drawings for participants who continue logging alternative mode trips on targeted corridors
- Discount or reward from partner businesses

Schedule and Deliverables – Residential

Deliverable	Target Dates
Direct mail piece to residents describing the program	Sept 2014
Update web pages and collateral materials	Apr – Dec 2014
Personalized trip planning assistance and consultation	Apr - Dec 2014
Renew outreach to community groups, resident groups, individuals, businesses, and other targeted groups of corridor users	Apr – Dec 2014
Fulfillment of benefits and incentives	Apr – Dec 2014
Partner with community groups to deliver transportation resources	Apr Dec 2014
Monthly e-newsletter to program participants	Apr – Dec 2014

The employer component

The Program will target 100 small employers and 35 large employers in Edmonds, Everett, Lynnwood, Mill Creek, and unincorporated Snohomish County within one mile of the targeted corridors where employees impact these corridors during peak hour afternoon commuting periods.

For larger employers the strategy will include direct mail outreach to employees; customized consultation services and promotional materials; and engaging business associations, chambers of commerce, businesses and individuals. There will be a focus on increasing the number of companies that offer commute benefits programs and information to employees.

For smaller employers the methodology will include commute program development and implementation; employer trainings; guaranteed ride home; transportation fairs; and program materials and information.

Schedule and Deliverables - Employer

Deliverable	Target Date
Track employer correspondence and participation	Apr – Dec 2014
Customized employer commute benefits program assistance & consultations	Apr – Dec 2014
Distribute information to employees using employer's email and/or other information systems	Apr – Dec 2014
Hold transit fairs with the employees of applicable employers	Apr – Dec 2014

Business Partnerships Program

The business partnership strategy promotes the Curb the Congestion program through the offer of discounts or rewards for Curb the Congestion participants. The strategy will build on and expand the current business and small employer relationships established in 2012 and 2013 for all four corridors. In 2014, the program will work with, current and new business contacts in Mill Creek, Edmonds, Lynnwood, Bothell, Mountlake Terrace and unincorporated Snohomish County, along with local chambers of commerce. Businesses will be contacted to develop a partnership with the Curb the Congestion program, and provide a discount or reward in exchange for recognition on the program web page and other means as appropriate. Discounts or rewards from partner businesses will be issued to qualifying Curb the Congestion participants along with information about the businesses.

Schedule and Deliverables – Business Partnerships

Deliverable	Target Date
Track business correspondence and participation	Apr – Dec 2014
Distribute information to businesses using email, brochures and/or other information systems	Apr – Dec 2014
Add partner business section to web site and advertise to participants	Apr – Dec 2014
Window clings or other methods of identifying business partners	Apr – Dec 2014

Estimate of Costs

Costs will be billed on an actual time and materials basis. The chart below represents estimated costs as of the effective date of this Work Order Request.

ltem	Approximate Units	Approximate Unit Cost	Estimated Annual Cost
Program Labor	1,650 hours	\$55 per hour	\$ 90,750
Printed Materials – Direct Mail	135,000 pieces	\$.15 per piece	\$ 20,250
Postage and Handling	135,000 pieces	\$.15 per piece	\$ 20,250
Printed Materials – Brochures	22,500 pieces	\$.40 per piece	\$ 9,000
Subsidies – Monthly	2,480 subsidies	\$50 per subsidy	\$ 124,000
Incentives – Monthly	9 months	\$150 per month	\$ 1,350
Incentives – Recruiter Rewards	180 rewards	\$25 per reward	\$ 4,500
Incentives – General	16 incentives	\$50 per incentive	\$ 800
Promotions and Community Events			\$ 8,700
Program Budget Total			\$ 279,600