



June 15, 2012

Brian Hasselbach
Federal Highway Administration (FHWA)
585 Shepard Way
Helena, MT 59601

RECEIVED
JUN 19 2012
DEQ
PPA-TFA

Subject: CM 8199(113)
2012/2013 – Missoula TDM Project
Control Number: 3679

Dear Brian Hasselbach:

This letter is a notification that this proposed project qualifies as a Categorical Exclusion under the provisions of 23 CFR 771.117(c), part (16). This proposed action also qualifies as a Categorical Exclusion under the provisions of ARM 18.2.261 (Sections 75-1-103 and 75-1-201, MCA).

In order to increase public awareness and use of transportation options and help to curb the anticipated increase in single occupant vehicle miles traveled (VMT) in the Missoula Urban area, the Transportation Technical Advisory Committee formed a Transportation Demand Management (TDM) subcommittee, now known as Missoula In Motion. Missoula In Motion work is funded with Congestion Mitigation Air Quality Funds. Several local organizations provide cash and in-kind services that surpass the necessary match requirements. The Senior Planner at the Office of Planning and Grants (OPG) serves as the Project Manager.

This Transportation Demand Management (TDM) project began in 1997. Phase I was designed to test several different types of Transportation Demand Management (TDM) strategies to determine which work best in Missoula. Over the next two years, Missoula In Motion piloted several projects focusing primarily on employer outreach. In June 1999, Missoula In Motion began Phase II, which expanded employer outreach efforts and widened the focus to include public education and marketing, a working resource center, and several community-based TDM projects. Throughout this second phase, Missoula In Motion has expanded the program to encompass more segments of the Missoula community. In Phase III, which began in 2004, Missoula In Motion is working to institutionalize TDM efforts within the community.

The work plan for the Fiscal Year 2012/2013 of Phase III incorporates a five-prong approach to introducing and implementing TDM activities in Missoula:

1. Work with employers to establish and maintain programs that reduce work-related trips;
2. Create and implement a broad-based public education campaign to reduce vehicle miles traveled;
3. Provide, enhance and market TDM services which give Missoulians options to driving alone;
4. Provide incentives and educational events that encourage commuters to utilize transportation options; and
5. Evaluate the program to determine its impact and ensure that resources are being used effectively.

This proposed project is located in an area that is currently classified as "nonattainment" for particulate matter with aerodynamic diameter less than 10 microns (PM10) and formerly classified as "nonattainment for carbon monoxide (CO) under 40 CFR 81.327, as amended. However, this type of proposed project is listed in the US Environmental Protection Agency's Final Rule of November 24, 1993 on Air Quality conformity as being exempt from the requirement of a conformity determination. Therefore, this proposed project complies with Section 176(c) of the Clean Air Act as amended (42 U.S.C. 7521(a)).

This project will not encounter or generate hazardous waste. No cultural resources, biological resources, threatened or endangered species, wetlands, or prime farmlands will be affected by this project.

A news release describing this proposed project will be issued to the local news media to inform the public of the continuing program.

This project will not induce significant land use changes or promote unplanned growth. There will be no significant affects on access to adjacent properties or present traffic pattern. This project will not create disproportionately high and adverse human health or environmental effects on minority and low-income populations (EO 12898) and complies with Title VI of the Civil Rights Act of 1964 (42 USC 2000d). In accordance with 23 CFR 771.117(a), this action will neither individually nor cumulatively, have any significant environmental impacts.

If you have any questions, please phone me at 406.444.7203. I will be pleased to assist you.

Sincerely,



Heidi Bruner, P.E.
Engineering Section Supervisor
Environmental Services

copies: Ed Toavs - Missoula District Administrator
Paul Ferry, P.E. - Highways Engineer
Nicole Pallister, Supervisor - Fiscal Programming Section
Zia Kazimi, Supervisor - Statewide & Urban Planning Section
Diane Burbank, Urban Planning Section
Tom Martin, P.E. - Environmental Services Bureau Chief
Susan Kilcrease - Environmental Services Project Development Engineer
Heidi Bruner, P.E. - Environmental Services Engineering Section Supervisor
Gene Kaufman - FHWA
Montana Legislative Branch Environmental Quality Council (EQC)
File

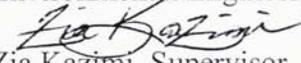
RECEIVED
JUN 14 2012
ENVIRONMENTAL

Montana Department of Transportation
Helena, Montana 59620

MEMORANDUM

TO: Tom Martin, P. E.
Environmental Services Bureau

ATTN: Heidi Bruner
Environmental Engineering Section Supervisor

FROM: 
Zia Kazimi, Supervisor
Statewide & Urban Planning Section

Date: June 14, 2012

Subject: **CM 8199(113)** #3679
2012/2013-Missoula TDM Project
Request for Environmental Document Assistance/Preparation

We are requesting your assistance in preparing an environmental document for the subject TDM project submitted to us by Missoula. The project is being funded with Congestion Mitigation and Air Quality (CMAQ) program funds and local funds.

Please provide the Statewide and Urban Planning Section with a copy of the completed environmental document for this project. The locals anticipate a start date of July 1, 2011 for these activities and we are requesting that the environmental document be completed by June 22, 2012. If you are unable to meet that date, please let me know

A copy of the contract that includes the activities as Exhibit 1 is attached. The principal activities are identified beginning on page 8. The described activities are final for this contract period.

A copy of the Categorical Exclusion that was completed for the 2011/2012-Missoula TDM Program is also attached for your convenience.

If you have any questions or need additional information, please contact me or Diane Burbank in the Statewide & Urban Planning Section.

Attachments(2)

CC: CM 8199(113)
RF

PROJECT NUMBER: CM 8199(113)

UPN 3679
CFDA 20.205

2012/2013 - MISSOULA TDM PLANNING

DRAFT

This Agreement is entered into between the Montana Department of Transportation (MDT), the Missoula Office of Planning and Grants ("Grantee or M.O.P.G."), and Missoula Board of County Commissioners ("Grantee or "County").

WHEREAS, MDT, and the Grantees recognize the need to improve air quality and reduce traffic congestion in the Missoula Metropolitan area, and

WHEREAS, it is to the advantage of MDT, and the Grantees to coordinate their efforts through a cooperative agreement for the administration and distribution of federal Congestion and Mitigation (CMAQ) funding in order to address this need, and

WHEREAS, as established under the 1991 Intermodal Surface Transportation Efficiency Act (ISTEA), as continued under the 1998 Transportation Equity Act for the 21st Century (TEA 21), as extended by the Surface Transportation Act of 2003 (STEA03), as amended by the Surface Transportation Act of 2004 (STEA04), as further amended by the Surface Transportation Act of 2004, Part II (STEA04, Part II) and continued under SAFETEA-LU and its extensions, the purpose of the program is to fund transportation projects or programs that will contribute to attainment of national ambient air quality standards (NAAQS); and

WHEREAS, Transportation Control Measures (TCMs) included in Section 108(f) (1) (A) of the Clean Air Act Amendments (CAAA) of 1990 are the kinds of projects intended by ISTEA, TEA-21 and SAFETEA-LU for CMAQ funding, and generally fulfill the eligibility criteria. Eligible TCMs for Travel Demand Management (TDM) programs outlined include:

- (i) Programs for improved public transit
- (iii) Employer-based transportation management plans, including incentives
- (vi) Fringe and transportation corridor parking facilities serving multiple-occupancy vehicle programs or transit service
- (viii) Programs for the provision of all forms of high-occupancy, shared-ride services.
- (xiv) Programs and ordinances to facilitate non-automobile travel, provision and utilization of mass transit, and to generally reduce the need for single-occupant vehicle travel, as part of transportation planning and development efforts of a locality, including programs and ordinances applicable to new shopping centers, special events, and other centers of vehicle activity.

NOW, THEREFORE, in consideration of the mutual covenants herein provided, it is agreed that:

I. MDT will:

1. Pay to the Grantees on a cost reimbursement basis 86.58% of the actual eligible direct costs incurred in the performance of programs and projects identified in this agreement. Reimbursements will not exceed a total of \$136,401.59.
2. Reimburse 86.58% of \$157,544 in total eligible direct costs up to a maximum reimbursement of \$136,401.59.
3. Make payment to the Grantees within 30 days of receipt of a billing statement.
4. Bill Grantees for indirect costs (IDC) on local match as per #3 under "It is further agreed that" section of this agreement.

II. The Grantees will:

1. Submit progress information on an ongoing basis and a final activity report. This final report will be submitted to the MDT Statewide & Urban Planning Section along with the final billing for this contract. Final billing by the Grantees for the project will be submitted within 45 days of the contract completion.
2. Submit claims/bills for payment for interim costs of all completed phases of work directly to Supervisor, Statewide & Urban Planning Section, Department of Transportation, 2701 Prospect Avenue, P. O. Box 201001, Helena, Montana 59620-1001. Interim claims/bills will be submitted not more frequently than monthly and not less frequently than quarterly. All costs billed will be actual and supported by an acceptable BARS accounting as provided under §2-7-504, MCA.
3. Be fully responsible for all project costs exceeding \$175,000.
4. Implement the work under this Agreement as detailed in Exhibit "I" attached hereto, and by this reference made a part of this Agreement.
5. Let and administer any contracts required, in accordance with acceptable bidding procedures as provided for in §§7-5-2301, et.seq. MCA. Those procedures will include the incorporation of all nondiscrimination provisions (as more fully set forth in Exhibit "II", attached to this agreement), the use of wage rate requirements found at §18-2-401, MCA, et seq. for all agreement-related contracts, and Grantee's enforcement of those provisions and requirements.

Obtain from its third party contractors certifications if required by Department of Transportation regulations, 2 CFR Part 1200 and 2 CFR part 180, subpart C related to debarment and suspension.

6. Agree to provide the State, Legislative Auditor or their authorized agents access to any records necessary to determine compliance with this Agreement. The Grantee agrees to create and retain records supporting this Agreement for a period of three years after the completion date of this Agreement or the conclusion of any claim, litigation, or exception relating to this Agreement taken by the State of Montana or a third party.
7. Maintain all facilities/equipment built or purchased through this agreement in good repair and condition.
8. Pursue the project and programs in this agreement in accordance with all applicable federal, Montana and local laws, regulations, rules and ordinances.
9. With direction from MDT, through the effort of the M.O.P.C. Transportation Planner, implement the described air quality projects and programs.
10. Provide a current copy of the Grantee's workers compensation coverage certificate and liability insurance to be attached to the contract prior to beginning work.
11. Comply with all applicable federal and Montana nondiscrimination laws and regulations, the provisions of which are more fully stated in Exhibit "II".
12. Pay for MDT's indirect costs as provided in Section III.3.

III. It is further understood and agreed between the parties that:

1. This Agreement is valid from July 1, 2012 through June 30, 2013. This agreement can be modified only by written amendment, signed and dated by all agencies involved.
2. Total costs for this project are \$175,000, including indirect costs based on the approved rate of 11.08% for the period July 1, 2012 through June 30, 2013
3. Section 17-1-106, MCA, requires any state agency, including MDT WHICH receives non-general funds to identify and recover its indirect costs. These costs are in addition to direct project costs. MDT's indirect cost rate is determined annually as a percentage of the project's direct costs to cover the project's share of MDT's indirect costs as defined by 2 CFR Part 225 (formerly OMB Circular A-87). MDT's approved rate for fiscal year 2013 (July 1, 2012 to June 30, 2013) is 11.08%.

For this project, indirect costs will be charged to the federal CMAQ funding and the required local match. MDT will bill the Grantees the indirect costs applicable to the local

match. If the invoice is not paid within 30 days, MDT will charge interest at 10% per annum on any unpaid balance after the due date. [Note: if this project extends across more than one fiscal year, more than one annual rate will be involved, as the rates may change during the life of the project.]

4. The parties may mutually terminate this Agreement in writing at any time. MDT, at its sole discretion, may terminate or reduce the scope of the Agreement if available funding is reduced for any reason. MDT may terminate this Agreement in whole or in part at any time the Grantee fails to perform the Agreement terms as set forth. In the event this Agreement is terminated, the Grantee will not be reimbursed for any costs that may be incurred after the date of termination.
5. The Grantee is not obligated to spend the total funds requested to complete the programs and projects stated herein. If some of the requested funds are not spent, the balance will not be paid to the Grantee.
6. Grantee contact person shall be the Senior Transportation Planner, Missoula Office of Planning Grants, 435 Ryman, Missoula MT 59802. MDT's contact person shall be the Supervisor, Statewide & Urban Planning Section, Department of Transportation, 2701 Prospect Avenue, Helena, MT 59620-0001.
7. All information generated as a result of this agreement will be made available to MDT and may not be copyrighted except with prior written approval by MDT. Except for possible copyrighting, the Grantees and MDT are free to use the data and results without restriction.
8. MDT agrees to indemnify and save the Grantees, its ~~elected and appointed~~ officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, and causes of action of any kind or character, arising in favor of MDT's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services by MDT and/or its agents, employees, subcontractors, or representatives, under this Agreement.
9. The COUNTY agrees to indemnify and save MDT, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, and causes of action of any kind or character, arising in favor of COUNTY'S employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services by COUNTY, M.O.P.G. and/or its agents, employees, subcontractors, or representatives, under this Agreement.
10. This Agreement is within the general compliance of the laws of the State of Montana. In the event of litigation concerning the terms of this agreement, venue will only be in the First Judicial District in and for the County of Lewis and Clark, Montana. This agreement will be interpreted according to Montana law. Agrees to provide the State, Legislative Auditor or their authorized agents access to any records necessary to

determine compliance with Agreement. The Grantees agree to create and retain records supporting this Agreement for a period of three years after the completion date of this Agreement or the conclusion of any claim, litigation, or exception relating to this Agreement taken by the State of Montana or a third party.

11. If any single part or parts of this Agreement, as written, expresses the total, final and only agreement of the parties relevant to its subject matter. No provision expressed or implied, arising from any prior oral or written request, bid, inquiry, negotiation, contract, or any other form of communication shall be a provision of the Agreement unless specifically provided within the written terms herein.
12. **Debarment and Suspension (E.O.s 12549 and 12689)** - No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.
13. The Grantee shall perform an audit in compliance with the Single Audit Act Amendments of 1996, 31 U.S.C. 7501 et seq. and OMB Circular No. A-133, "Audits of States Local governments and Non-Profit Organizations." The Grantee will provide the MDT Statewide and Urban Planning Section with a copy of the audit report for each fiscal year FHWA funds are received by the Grantee.

IN WITNESS WHEREOF, the Director of the Montana Department of Transportation or his authorized representative, the Board of County Commissioners of Missoula County, and the Director of M.O.P.G. have hereunto signed their names.

Missoula Office of Planning & Grants

_____, 2012
Mike Barton, Director

Board of County Commissioners

_____, 2012
Bill Carey, Chair

_____, 2012
Michele Landquist, Commissioner

_____, 2012
Jean Curtiss, Commissioner

Deputy County Attorney
Approved for legal content

ATTEST:

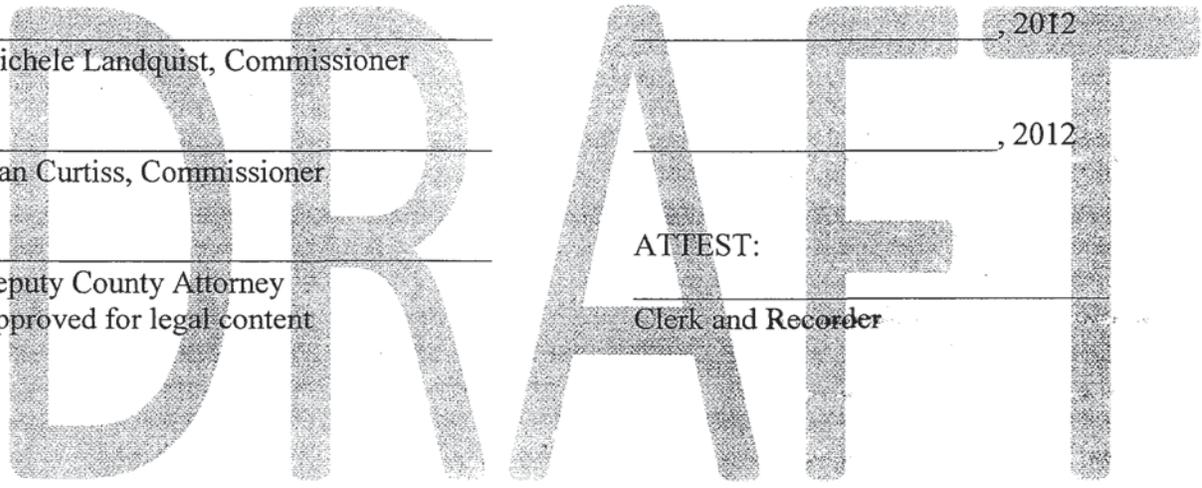
Clerk and Recorder

Montana Department of Transportation

_____, 2012
Lynn Zanto, Administrator
Rail, Transit and Planning Division

Approved for Legal Content

Approved for Civil Rights Content



Missoula in Motion

EXHIBIT I

The Transportation Demand Management Program for the Missoula Urban Area

County Fiscal Year 2013 (July 1, 2012- June 30, 2013)

The number of miles driven in Missoula has increased each year, with corresponding effects on traffic congestion and air quality. To increase public awareness, the use of transportation options and to curb the increase of single occupant vehicle miles traveled (VMT), the Transportation Technical Advisory Committee formed a Transportation Demand Management (TDM) program, known as Missoula In Motion (MIM). MIM's work is funded with Congestion Mitigation Air Quality Funds. Several local organizations provide cash and in-kind services that surpass the necessary match requirements. The Senior Planner at the Office of Planning and Grants (OPG) serves as the Manager for Transportation within OPG.

This project began in 1997. Phase I tested several different types of TDM strategies to determine which work best in Missoula. Over the next two years, MIM piloted several projects focusing primarily on employer outreach. In June 1999, MIM began Phase II, which expanded employer outreach efforts and widened the focus to include public education and marketing, a working resource center, and several community-based TDM projects. Throughout Phase II, MIM expanded the program to encompass more segments of the Missoula community. Phase III began in 2004 and continues today. MIM is institutionalizing TDM efforts within the community.

This work plan initiates Fiscal Year 2013, of Phase III of Missoula's Transportation Demand Management Program, which will be referred to as "FY13." FY13 contract year covers the time period from July 1, 2012 – June 30, 2013. The budget narrative described below for this grant incorporates the suggestions from the 2011-2012, MIM Program Analysis (a complete report is on file with MIM). Overall the program review found MIM to be a healthy and well-managed program. Ten recommendations offered in the report are provided to improve the effectiveness and the longterm success of the MIM program.

1. Improve program measurement and reporting
2. Move from mass marketing to tailored and individualized marketing
3. Diversify program funding
4. Expand program offerings
5. Offer employer services in a menu format
6. Incentivize employer contacts
7. Conduct market research
8. Improve MIM Web Site
9. Create and facilitate a Transportation Round Table
10. Find a new organizer for Sunday Streets

The work plan described herein is organized into the following sections, following the format of the proposed budget:

<u>SECTION</u>	<u>PAGE</u>
A. Personnel	2
B. Operations	2
C. Program Activities	2

D. Indirect Costs
E. Budget for FY13
F. Match for FY13

4
separate attachment
**

DRAFT

A. Personnel

OPG employs the professional paid staff for MIM. OPG provides accounting, operating assistance and personnel administration, allowing MIM staff to focus on program activities.

Many of the activities in the work plan could not be accomplished without paid staff. In FY13, MIM will pay for the following positions:

Program Supervisor is a full-time employee whose role is to oversee the activities in MIM's work plan. This position develops and manages the program budget, designs new programs, directs marketing efforts, develops evaluation tools, reports performance measures, coordinates outreach, TDM education, and all other program activities.

Program Specialist is a full-time employee whose job is to market and promote TDM services and programs and to develop and manage media efforts.

Program Assistant – 32 hours per week employee for assistance with incentive programs and educational events that encourage citizens to utilize transportation options, performs related work as required or directed.

Administrative Assistant is a 32 hours per week employee. This position will enter and manage data from incentive programs, and assist in implementing all tasks associated with MIM's outreach programs.

Total Personnel Costs: \$94,174.00 is allocated to provide wages and fringe benefits.

B. Operations

Expenses related to the program's overall operations and paid by MIM are outlined below. Some changes to this category have been made for administrative purposes: rent and utilities are listed separately as are training and mileage; phone access and technology have been added to this category and removed from program activities.

Office Rent - Cost: \$6,961.89

The MIM office is located in downtown Missoula and is housed in the same building as the Transportation Planning Division. In addition to facilitating coordination with the transportation planners in implementing the TDM portion of the Missoula transportation plan, the location offers storefront visibility. This location also provides the public with easy access to MIM staff, information on all transportation modes and a retail location for bus passes.

Utilities - Cost: \$1,099.70

Training - Cost: \$1,391.50

Staff travel periodically to attend transportation-related conferences both in-state and out-of-state. These conferences are essential to ensure that staff members remain knowledgeable in transportation trends and well-connected in the field. Additionally, the program benefits from providing staff with the opportunity to learn from other communities and to further develop professional skills.

Mileage - Cost: \$275.00

Phone Access - Cost: \$927.30

Office phones are essential to communicating with current employer partners and in developing new employer partners. The County uses the TTY capabilities of the local phone company, and is equipped to handle calls from persons with hearing disabilities.

Technology - Cost: \$4,240.00

Access to the county network is critical to coordinating the outreach program. All MIM staff requires access to the network in order to conduct outreach activities on a daily basis.

Total Operation Costs: \$14,895.39 is allocated for Operations.

C. PROGRAM ACTIVITIES

Program activities are central to MIM's efforts to reduce vehicle miles traveled in Missoula. In keeping with the 2011-2012 *MIM Program Analysis*, changes to MIM's program activities have been made to incorporate the recommendations. The following program activities are performed by the MIM staff.

Office Supplies - Cost: \$367.03

Outreach efforts require copying costs and supplies. These costs directly support program activities by providing such items as information packets, payroll stuffers, and event flyers.

Postage - Cost: \$360.00

The program offers incentives to people who participate in the Way To Go! Club. Delivering these incentives requires funds for postage. In addition to mailing incentives, other postage costs related to the program include the newsletter, invitations to educational events, and periodic TDM mailings.

Internet - Cost \$224.00

This cost directly support program activities by providing wifi access for meetings, educational presentations, and webinars within the office.

Outreach - Cost: \$10,789.55

MIM currently offers a broad range of programs within the community. The availability of funds associated with a decrease in mass marketing efforts will be used to add new programs. MIM produces brochures, other printed materials, holds events and participates in various venues that provide information about the benefits of our TDM programs. New programs will include Employer Individualized Marketing (EIM) program, Try Transit and Preferred Parking, in addition to existing outreach.

EIM is an innovative social marketing strategy that takes sustainable commuter travel behavior change to a new level. Best practices from long-standing and proven residential individualized marketing campaigns have been applied to the employer setting. EIM integrates client segmentation, customized information, and an opportunity to test alternative modes to increase the use of sustainable travel modes at employer sites.

Try Transit - The provision of free transit passes has been shown to encourage people who have been considering transit to start using it. Passes may be given to individuals who currently drive alone and pledge to use transit two or more days per week. This differs from the EZ Pass program in that it provides the transit pass at no cost for a limited time period to a selected population or individuals to advance MIM's travel behavior change goals. UrbanTrans has found that the provision of transit passes can reduce the drive alone rate by 30% within the targeted community.



Expand Preferential Parking Program - The provision of preferential parking spaces for



employees who carpool or vanpool can be an effective TDM strategy in locations where parking is either at a premium or parking spaces are located a long distance from building entrances. MIM staffs already discuss preferential parking with employers; however, the level of support offered can be expanded to include offering employers parking signs that designate spaces for preferential parking. These signs will include the MIM logo. MIM may also develop parking permits

that can be distributed to employees who carpool and are approved to use the preferred parking spaces.

Dues and Memberships - Cost: \$546

Maintaining memberships to the Missoula Downtown Association and the Missoula Sustainable Business Council is critical because it provides MIM with greater access to the business community. A professional membership to the Association for Commuter Transportation (ACT), and Alliance for Biking and Walking, will provide the staff with networking opportunities, access to the latest information in the area of employer outreach, and technical assistance in implementing new approaches.

Public Education - Cost: \$9558.92

Public Education and Relations focus will be moving from Mass Marketing to Tailored and Individualized Marketing (see Outreach). The majority of the Public Education resources will be put towards establishing and improving upon measurable interventions and help inform future program improvements.

MIM will create a distinct message for the program and awareness for time sensitive campaigns (i.e. a weeklong event that encourages the population to try transit via free fares), and develop target marketing tactics for specific segmented groups of travelers.

Metrics will be used to measure the benefits associated with any marketing campaigns. If mass marketing is used, MIM will attempt to drive a specific behavior or action that can be tracked, such as sending people to a campaign specific URL where the total number of visitors are tracked.

Contracted Services - Cost: \$3,173.63

Missoula in Motion's Guaranteed Ride Home (GRH) program provides commuters who vanpool, carpool, bike, walk, or ride the bus with a safe and reliable way to get home should an emergency arise, such as illness or unexpected overtime. Yellow Cab takes participants home within 50 miles of Missoula. Each participant is permitted 4 rides every calendar year.

Workplace and community bicycle programs such as ASUM Bike Ambassadors and MIST bikewell workshops.

In 2011, MIST saw over 600 participants go through the program, learning bike safety, laws, maintenance and about building a bike through Free Cycles. They do hands on learning and try to inspire more people to bike for everyday life, including a strong emphasis on biking to work every day.

Transit pass programs with the intent to give employers a small subsidy to help offset transportation costs during the start-up phases of their TDM programs. EZ PASS holders are entitled to unlimited rides on all Mountain Line buses, and are also eligible to use the GRH program. Several Missoula businesses participate in the EZ PASS program, including the City of Missoula, Missoula County, and all Missoula Downtown Association businesses with fewer than 150 employees. The EZ PASS program offers many benefits to the business community, including substantial savings on transit, tax benefits, more customer parking, and convenience and flexibility for employees.

Evaluation/ Planning - Cost: 875.00

Evaluation and planning are two essential components of any program.

CMAQ funding calls on its recipients to decrease congestion and improve air quality. For a TDM program, these goals can be tracked through the number of vehicle trips and vehicle miles of travel (VMT) that it reduces. MIM's current program-benefit tracking is based on data from its Way to Go! Club. Unfortunately, it is not clear if MIM's efforts are responsible for the trip reductions reported to the Way to Go! Club or if the reported non-drive-alone trips would have occurred regardless of MIM's efforts.

Evaluation is an ongoing piece of program administration and staff regularly track and provide quarterly reports on several indicators, including: VMT reduction numbers and carbon dioxide emission savings from the Way to Go! Club database, EZ Pass Program ridership statistics, employer contacts, and Guaranteed Ride Home usage statistics. Additionally, over the next two years MIM will improve program measurement and reporting.

MIM will begin using survey instruments to determine the benefits of its efforts. As a starting point, conduct a survey of the Way to Go! participants to determine if their enrollment in the program changed how they travel or sustains their travel choices. Once VMT and trip reduction benefits have been determined, MIM staff will convert those reductions into cost savings, health improvements, air quality improvements and other benefits.

All new measurement processes are survey based and designed to provide an estimate of program benefits that is statistically accurate and allows MIM programs to be compared against one another and against non-TDM investments such as infrastructure improvements and transit service expansions.

Planning and goals for program growth, in terms of trip and VMT reductions, were developed for MIM based on its existing efforts and the assumption that it will implement most or all of the recommendations contained within the 2011-2012 *MIM Program Analysis*. MIM proposes the following program VMT and trip reduction goals over the next five years.

Year	Program Growth Goal	Cumulative Growth
1	5%	5%
2	10%	16%
3	5%	21%
4	5%	27%
5	5%	34%

Based on MIM's current level of market penetration, community size, and available staffing, it is reasonable to expect the program to decrease VMT and vehicle trip reductions by 5 to 10 percent per year. However, implementation of those recommendations will take time.

In addition to seeking to decrease VMT and trip reductions associated with program goals, MIM staff will work to increase client satisfaction with the program every year. Client satisfaction questions can be included with survey questions designed to measure VMT and trip reduction performance.

Website Maintenance - Cost: \$2,425.78

The missoulainmotion.com website allows participants to log miles, check progress, and receive updates on an interactive website. Maintaining and improving this website is fundamental to the success of the outreach campaign.

Premiums & Awards - Cost: \$4,056.80

This effort includes the Transportation Best Practices Awards. This program serves to reinforce positive behavior and can motivate companies, employers, and community members to participate in MIM's programs.

MIM publicly recognizes organizations that have exemplary transportation programs. This program, the annual Transportation Best Practices Awards, highlights model TDM programs and rewards organizations who take action to develop TDM programs. The Awards are MIM's way of recognizing the efforts of the community, and they provide an opportunity for community members to compare notes and learn from each other about how to improve their own transportation programs. Winners receive up to \$1,000 incentive to continue to enhance their TDM programs.

MIM will work to expand the Transportation Best Practices Awards to include the individual who reports the largest number of sustainable trips to the Way to Go! Club and an employer contact who shows exceptional support for the TDM efforts.

Special Projects - Cost: \$8,707.00

MIM offers many incentives to employees in order to entice them to consider sustainable transportation. These incentives are delivered in a variety of ways, including organized "commuter challenges," raffle drawings, and other promotional materials. Incentives are central to the outreach efforts.

Way to Go! Club members are asked to log their commutes and cost information on the MIM Web page. MIM uses the information to calculate annual VMT and trip reductions. Prize drawings are conducted monthly with all W/G!C members. Prizes include gift cards, gym memberships, and give-a-ways from local businesses or locally produced products. Moreover, members are able to win prizes when they achieve commute benchmarks of 60, 120 and 180 sustainable commutes.

Special Events - Cost: \$7,300.00

Communities across the country are trying out new and innovative programs and techniques in the TDM arena. To keep local stakeholders informed, MIM hosts one or more TDM based events and/or workshops. Events may include keynote speakers and others who are experts in different fields of TDM, and will offer an opportunity for local stakeholders to network and brainstorm TDM strategies and innovations for Missoula.

Additionally, MIM hosts the Commuter Challenge, an annual business-to-business competition. The challenge aspires to advance awareness of sustainable work commute modes. Businesses as a whole sign-up and participate during a designated week of the year against other businesses. Winners are measured by the percent of sustainable commutes at the end of the competition week. The intent of the Commuter Challenge is to create opportunities for employees to try one new mode of commuting instead of driving alone to work.

Total Program Activity Costs: \$48,473.73 is allocated to implement the program activities outlined above.

D. Indirect Costs (IDC)

Federal policy requires application of indirect costs at the individual project level (US DOT 5/5/04 Memo/OMB Circular A-87). In 2002, the Montana Legislature passed and the governor signed HB 21 requiring agencies to recover full indirect costs.

Description: Indirect costs are costs of doing business that cannot (without inordinate effort) be assigned to a specific project or activity, the FY13 rate is 11.08%. Indirect costs are referred to as IDC.
Total IDC Costs: \$17,455.89

This work plan initiates County Fiscal Year 2013, of Missoula's Transportation Demand Management Program (Missoula In Motion).

Total Personnel Costs:	\$ 94,174.00	
Total Operation Costs:		\$ 14,895.39
Total Program Activity Costs:		\$ 48,473.73
Total IDC Costs:		\$ 17,455.89
Total FY13 MIM Costs:		\$175,000.00

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EXHIBIT II

NON-DISCRIMINATION NOTICE

During the performance of this Agreement, Missoula Office of Planning and Grants and Missoula County Board of Commissioners (hereafter in this Section "the Party"), for itself, its assignees and successors in interest, agrees as follows:

A) COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 FOR FEDERAL-AID CONTRACTS

- (1) Compliance with Regulations: The Party shall comply with all Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, 49 Code of Federal Regulations (CFR), Part 21, as they may be amended (hereafter referred to as the Regulations), which are incorporated by reference and made a part of this Agreement, even if only state funding is here involved.
- (2) Nondiscrimination: The Party, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of sex, race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Party shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR Sec. 21.5.
- (3) Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations, whether by competitive bidding or negotiation by the Party for work to be performed under a subcontract, including procurement of materials or leases of equipment, any potential subcontractor or supplier shall be notified by the Party of the Party's obligations under this Agreement and the Regulations relative to nondiscrimination.
- (4) Information and Reports: The Party will provide all reports and information required by the Regulations, or directives issued pursuant thereto, and permit access to its books, records, accounts, other sources of information and its facilities as may be determined by State or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with Regulations or directives. Where any information required of the Party is in the exclusive possession of another who fails or refuses to furnish this information, the Party shall so certify to the Department or the FHWA as requested, setting forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the Party's noncompliance with the nondiscrimination provisions of this Agreement, State may impose sanctions as it or the FHWA determines appropriate, including, but not limited to,
 - (a) Withholding payments to the Party under the Agreement until the Party complies, and/or
 - (b) Cancellation, termination or suspension of the Agreement, in whole or in part.

- (6) Incorporation of Provisions: The Party will include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Party will take such action with respect to any subcontract or procurement as the State or the FHWA may direct to enforce such provisions including sanctions for noncompliance: Provided, however, that in the event the Party is sued or is threatened with litigation by a subcontractor or supplier as a result of such direction, the Party may request the State to enter into the litigation to protect the interests of the State, and, in addition, the Party or the State may request the United States to enter into such litigation to protect the interests of the United States.

B) COMPLIANCE WITH THE MONTANA GOVERNMENTAL CODE OF FAIR PRACTICES, SEC. 49-3-207, MCA

In accordance with Section 49-3-207, MCA, the Party agrees that for this Agreement all hiring will be made on the basis of merit and qualifications and that there will be no discrimination on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the Agreement.

C) COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT (ADA)

- (1) The Party will comply with all regulations relative to implementation of the AMERICANS WITH DISABILITIES ACT.
- (2) The Party will incorporate or communicate the intent of the following statement in all publications, announcements, video recordings, course offerings or other program outputs: **"The Party will provide reasonable accommodations for any known disability that may interfere with a person in participating in any service, program or activity offered by the Party. In the case of documents, recordings or verbal presentations, alternative accessible formats will be provided. For further information call the Party."**
- (3) All video recordings produced and created under contract and/or agreement will be closed-captioned.

D) COMPLIANCE WITH PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN DEPARTMENT OF TRANSPORTATION FINANCIAL ASSISTANCE PROGRAMS, 49 CFR PART 26

Each Agreement the Department signs with a Party (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The Party, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Party shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Party to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate