

## STAFF REPORT

**SUBJECT:** Traffic Solutions FlexWork Santa Barbara Phase II Contract

**MEETING DATE:** August 17, 2006

**AGENDA ITEM:** 8

**STAFF CONTACT:** Kent Epperson

### RECOMMENDATION:

Authorize the Chair to execute an agreement with the Telecommuting Advantage Group for the FlexWork Santa Barbara Phase II program for a not to exceed amount of \$60,000.

### SUMMARY:

In late 2007, Caltrans will begin work on the Hwy 101 Milpas to Hotsprings project. Several Transportation Demand Management (TDM) programs are funded as part of the project in order to mitigate traffic impacts during construction, including the FlexWork Santa Barbara Phase II program. Some of the TDM programs will be implemented during construction, while other TDM programs, such as the FlexWork SB program, will need to be implemented prior to construction to allow for the one to two year lead time before trip reductions will occur in the corridor. In order to anticipate this lead time, the FlexWork SB Phase II traffic mitigation program is slated to begin in September 2006 and will continue through August 2008. The FlexWork SB Phase II program will focus on shifting commutes away from the peak hour through the promotion and implementation of flexible work schedules and telecommuting. This contract with Telecommuting Advantage Group (TAG) is the first year of a two year program. The contract amount for the one year will not exceed \$60,000. The option of extending the contract for a second year will be brought to the Board for approval as part of the execution of the 101 Milpas to Hotsprings Cooperative Agreement with Caltrans scheduled for next spring.

### DISCUSSION:

As part of 101 In Motion, several *Early Action* items were identified that will provide congestion relief prior to completion of the major capacity improvements. Demand management projects are important *Early Action* items because they are low cost congestion relief projects that are quick to implement. One of the first 101 In Motion *Early Action* items was the FlexWork Santa Barbara Phase I program. On July 20, 2006, the SBCAG Board received a presentation from the Telecommuting Advantage Group of the FlexWork Santa Barbara Phase I program final report. The purpose of the FlexWork Santa Barbara Phase I program was to assist employers (public and private) in developing telecommuting and flexible schedule (FlexWork) programs

#### Member Agencies

Buellton ■ Carpinteria ■ Goleta ■ Guadalupe ■ Lompoc ■ Santa Barbara ■ Santa Maria ■ Solvang ■ Santa Barbara County

that can make a solid business case for FlexWork programs in Santa Barbara County. The overall goal was to stimulate more telecommuting and flexible work schedules throughout the County of Santa Barbara in order to reduce peak period traffic congestion, improve air quality and to assist employers in addressing high staff turnover that results from long distance commutes. It is estimated that the Phase I program will result in 109,000 fewer peak hour trips each year (73,000 from Highway 101 south to Ventura) and approximately 1.5 million fewer vehicle miles traveled (VMT).

As part of the Highway 101 Milpas to Hot Springs operational improvements project, Caltrans and SBCAG have developed a Traffic Mitigation Program (TMP) that will serve to mitigate traffic impacts during construction. The project is scheduled to begin in late 2007. Included in the TMP is a package of demand management programs designed to reduce traffic on Highway 101 through the four years of construction. The FlexWork Phase II program is one of the TDM programs identified in the TMP. In order to gain the greatest traffic mitigation benefit from the flexwork program, the Flexwork Phase II project will need to be launched a year prior to beginning construction. For this reason, it is recommended that the FlexWork Phase II program be launched in September 2006. This contract is the first year of what will be a two year traffic mitigation program. The contract amount for the one year will not exceed \$60,000. The option of extending the contract for a second year will be brought to the Board as part of the execution of the 101 Milpas to Hotsprings Cooperative Agreement with Caltrans next spring. The FlexWork Phase II program will be funded along with other TMP projects out of the construction budget for the 101 Milpas to Hot Springs project.

**FlexWork SB Phase II Goals:** One of the reasons for dividing the FlexWork program into phases was to build into the process a reassessment of the recruitment strategies, participation requirements, and program tools so that the FlexWork Santa Barbara program could be modified to better achieve its goals of implementing more flexwork throughout the county. Several lessons have been learned from the first phase of the program that will result in improved efficiency and success during Phase II, including standardizing and improving the pre-pilot and post-pilot surveys in order to measure trip reductions through the Milpas to Hotsprings project area, standardizing the tools and services offered through the program and improving the coordination between the participating employers.

The FlexWork SB Phase II program will focus on shifting commutes away from the peak hour through flexible work schedules and telecommuting. SBCAG Traffic Solutions and TAG will coordinate with Tynan Group, the community outreach consultant for the 101 Milpas to Hotsprings project, in the recruitment of employers. The following areas will be emphasized when recruiting employers for the Phase II program.

- Private sector employers located near the project corridor in the Downtown area and on both sides of Hwy 101 in Santa Barbara will be targeted for recruitment.
- Private sector employers with large numbers of employees traveling through the project corridor, located in Goleta, Summerland and Carpinteria will also be targeted for recruitment.
- Employers that participated in FlexWork Phase I that have the potential to further expand their flexwork programs, such as Cottage Health System, the County of Santa Barbara and the City of Santa Barbara will be targeted for recruitment.
- Commitment from participating employers: Employers that are selected to participate in Phase II will be required to commit to implementing a pilot flexwork program consisting of a minimum number of employee participants.

**Telecommuting Advantage Group:**

After considering the option of issuing a new Request for Proposals for the FlexWork Phase II program, staff is recommending that SBCAG enter into a new contract with Telecommuting Advantage Group (TAG) for a one year period with the option of extending the contract for a second year. TAG has proven itself to be an effective flexwork consultant and has gone above and beyond the work tasks outlined in their contract. Retaining TAG as the FlexWork Phase II consultant has several advantages. First, by continuing the program with TAG, there will be greater continuity in the tools, procedures and relationships built during the phase I program. This will save significant staff time and resources and will result in a more effective phase II program. Secondly, contracting with TAG will cost significantly less than contracting with other firms. Based on the flexwork phase I competitive RFP conducted in 2004, TAG had a much lower hourly rate than the other competing firms (\$60/hour Vs \$109 - \$200/hour). This initial low hourly rate was a one-time rate established when TAG was newer to the flexwork industry. This rate is not currently extended to any other agency. TAG has agreed to honor the \$60/hour rate during the two year program if a contract can be executed in August 2006.

**RECOMMENDATION:**

Authorize the Chair to execute a one-year contract, with the Telecommuting Advantage Group for the FlexWork Santa Barbara Phase II program for a not to exceed amount of \$60,000. The option of extending the contract for a second year will be brought to the Board as part of the execution of the 101 Milpas to Hotsprings Cooperative Agreement with Caltrans next spring. Funds have been included in the adopted FY 06/07 SBCAG budget, so no appropriation increase is required to approve the Phase II contract.

**COMMITTEE REVIEW:** None.

**ATTACHMENTS:**

Attachment A – FlexWork Santa Barbara Phase II Contract.

**Attachment A**

**AGREEMENT BETWEEN**

**THE SANTA BARBARA COUNTY ASSOCIATION OF GOVERNMENTS**

**AND**

**TELECOMMUTING ADVANTAGE GROUP**

**FOR**

**FLEXWORK SANTA BARBARA PHASE II TECHNICAL ASSISTANCE**

**THIS AGREEMENT**, entered into by the Santa Barbara County Association of Governments (hereinafter referred to as SBCAG) and Telecommuting Advantage Group (hereinafter referred to as CONTRACTOR).

**WITNESSETH THAT:**

**WHEREAS**, SBCAG desires to engage CONTRACTOR to render telework and flexible work schedule technical assistance;

**WHEREAS**, CONTRACTOR has demonstrated its qualifications and willingness to provide the services and undertake the work hereinafter described:

**NOW, THEREFORE**, the parties do mutually agree as follows:

**Article 1 - Scope of Work**

CONTRACTOR shall do, perform and conduct in a satisfactory manner, as determined by SBCAG, the services set forth in Appendix A, Scope of Services, of this agreement. Appendix A is attached hereto and by reference incorporated herein and made part of this Agreement. CONTRACTOR'S proposal is incorporated by reference.

**Article 2 - Time of Performance**

The services of CONTRACTOR are to commence after this Agreement has been executed and notice to proceed has been issued to CONTRACTOR by SBCAG. All work described herein shall be completed within one year from the date of the notice to proceed. The contract term may be extended for an additional year, upon approval by SBCAG and the CONTRACTOR.

**Article 3 - Personnel**

CONTRACTOR represents that it employs, or will employ at its own expense, the personnel required to perform the services under this Agreement. CONTRACTOR specifies that the Principal in charge and Project Manager shall be Rick Albiero, the primary consultant during the FlexWork Santa Barbara Phase One program will remain as the primary consultant for the services in this agreement. No less than fifty (50), percent of the consulting activities will be conducted by Rick Albiero.

**Article 4 - Compensation**

CONTRACTOR agrees to perform for the benefit of SBCAG all of the services set forth and described in Appendix A of the Agreement. For the performance of the services, SBCAG

agrees to pay CONTRACTOR in accordance with the compensation set forth in Appendix B, Compensation attached hereto and by reference incorporated herein and made part of this Agreement. Total compensation for direct costs paid by SBCAG to CONTRACTOR shall not exceed \$60,000. Said compensation includes all costs for direct and indirect labor charges, expenses, overhead, fee and profit, as well as any work that is subcontracted. Costs will be reimbursed on a time and materials basis.

#### **Article 5 - Payment**

Payments made under this agreement shall be in arrears and invoices may be submitted at such intervals as CONTRACTOR deems practical, but no more frequently than once a month. Invoice amounts shall not exceed actual costs incurred by CONTRACTOR and shall be in proportion to the amount of work completed. Invoices submitted by CONTRACTOR shall include a brief progress report. SBCAG shall reimburse CONTRACTOR within thirty (30) days of receipt of an acceptable invoice. No more than 90% of the proposed price shall be paid until completion of the entire study.

#### **Article 6 - Reports**

Upon completion of all services, CONTRACTOR shall submit to SBCAG a final report in the form of a letter certifying completion of all the tasks set forth and described in Appendix A of this Agreement.

#### **Article 7 - Subcontractors**

The following Subcontractors are eligible to work on this project:

White Rabbit Consulting  
Goodenough Website Services.

The Subcontractors list shall not be changed without the prior written consent of SBCAG.

#### **Article 8 – Insurance Risk and Safety Control**

The CONTRACTOR is primarily responsible for the risk management of its work under this CONTRACT, including but not limited to, obtaining and maintaining the required insurance and establishing and maintaining a reasonable risk management program. The SBCAG reserves the right to amend the requirements herein at any time during the Contract subject to at least sixty (60) days written notice and an appropriate adjustment of the compensation terms of the Contract to offset any related increase in the CONTRACTOR's costs. Any and all of the CONTRACTOR's subcontractors must meet the requirements of this Section.

Prior to beginning the work under this Contract, and without limiting any liabilities or other obligations of CONTRACTOR, CONTRACTOR shall obtain and maintain, and/or cause to be obtained and maintained, the required forms and minimum amounts of insurance coverage as outlined below. CONTRACTOR's responsibility and liability for the services provided by its subcontractors is not limited in any fashion by the types and limits of subcontractor's insurance. Coverage shall be in full force and effective during the terms of this Contract.

Current certificates for required insurance shall be maintained at all times during performance of this Agreement in the SBCAG office as a condition precedent to payment by SBCAG under this Agreement. Failure to comply with the insurance requirements shall place CONTRACTOR in default. Upon request by SBCAG, CONTRACTOR shall provide certified copies of any insurance policies to SBCAG within ten (10) working days. The policies of insurance shall provide that no cancellation, major change in coverage, or expiration shall be

effective or occur until at least THIRTY (30) days after receipt of such notice by SBCAG.

A. All Insurance Coverage

1. Upon execution of the Contract, all required insurance coverage must be evidenced to the SBCAG through receipt of acceptable certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing full compliance with the insurance requirements.

- ◆ The words “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” shall be deleted from the certificate form’s cancellation provision.

- ◆ Failure of the SBCAG to demand such certificate(s) or other evidence of full compliance with these insurance requirements or failure of the SBCAG to identify a deficiency from the evidence that is provided shall not be construed as a waiver of CONTRACTOR’s obligation to maintain such insurance.

- ◆ Certificate(s) of insurance are to be mailed to the following address or such other addresses as may be designated by the SBCAG from time to time:

Kent Epperson  
SBCAG – Traffic Solutions  
260 N. San Antonio Rd. Suite B  
Santa Barbara, CA 93110

2. Failure to maintain the required insurance may result in the termination of this Contract at the SBCAG’s option.
3. If the CONTRACTOR fails to maintain the insurance as set forth in this Section, SBCAG shall have the right, but not the obligation, to purchase said insurance at CONTRACTOR’s expense.
4. CONTRACTOR shall provide certified copies of all insurance policies required in this Section within 10 days of the SBCAG ’s, or any SBCAG designee’s, written request of said copies.
5. The CONTRACTOR’s insurance company(ies) and third party administrators are subject to approval by the SBCAG as well as any use of partial or full self-insurance programs. This includes the use and amounts of deductibles and/or self-insured retentions.
6. Each insurance policy shall not be subject to lapse, cancellation or material change in coverage unless at least thirty (30) days prior to written notice is provided to the SBCAG.
7. Each applicable insurance policy shall be written on a primary coverage basis, including any self-insured retentions, unless otherwise specified.
8. Each applicable insurance policy shall include by specific endorsement the following as additional insured:

“The SBCAG and its members, and the SBCAG’s and members’ representatives, agents, officers, employees and directors.”

In addition, any person or entity shall be added as an additional insured upon the request of the SBCAG to the CONTRACTOR.

9. Any failure by the CONTRACTOR to comply with the reporting requirements of the required insurance coverage shall not affect the coverage provided to the SBCAG, the SBCAG's members, and each of their respective agents, officers, employees and directors.
10. If CONTRACTOR's liability policies do not contain a separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.
11. To the extent permitted by insurance, CONTRACTOR waives all rights of subrogation or similar rights against the SBCAG and its Members and each of their respective agents, officers, employees and directors.
12. By requiring the insurance in this Section, SBCAG does not represent that coverage and limits will be adequate to protect CONTRACTOR, and such coverage and limits shall not be deemed as a limitation on CONTRACTOR's liability under the indemnities granted to SBCAG in this Contract.

B. Automobile Liability Insurance

1. CONTRACTOR shall maintain automobile liability insurance with a limit of liability of not less than \$1,000,000 each accident. CONTRACTOR shall also maintain uninsured and underinsured motorist coverage with limits of liability of not less than \$300,000 each accident. Such insurance shall cover liability arising out of any vehicle, including owned, hired, leased, borrowed and non-owned vehicles. If necessary, the policy shall be endorsed to provide contractual liability coverage. Such insurance shall provide pollution liability coverage for covered vehicles.
2. CONTRACTOR shall maintain physical damage coverage for covered vehicles, including collision and comprehensive coverage with deductibles of no more than \$5,000 each occurrence.
3. With respect to the SBCAG's vehicles loaned or leased to CONTRACTOR for the completion of the work, SBCAG shall be named as loss payee. In the event of a loss, CONTRACTOR will be responsible for the cost of repairing or replacing the vehicle with vehicles of like kind and quality.

B. Workers Compensation Insurance

CONTRACTOR shall maintain workers compensation and employers liability insurance in accordance with the Federal and State statutes having jurisdiction over the employees where the work is performed. The limits of liability for employers' liability coverage shall not be less than \$1,000,000 each accident for bodily injury by accident and \$1,000,000 each employee for bodily injury by disease. Workers Compensation Insurance is not required for sole proprietor CONTRACTORS or subcontractors.

## C. Professional Liability

1. CONTRACTOR shall maintain professional liability insurance, appropriate to the CONTRACTOR's profession, covering errors and omissions arising out of the CONTRACTOR's Work, or services of any person employed by the CONTRACTOR, or any person for whose acts, errors, mistakes or omissions the CONTRACTOR may be legally liable with a limit of liability of not less than \$1,000,000. If such insurance contains an aggregate limit, it shall apply separately to this Contract. This insurance may not exclude bodily injury, property damage or contractual liability for this Contract.
2. Coverage for claims or incidents occurring, but not known, during the policy period will extend for a period of at least three (3) years past acceptance, termination or cancellation of the Work.

### **Article 9 - Responsibility for Claims and Liabilities**

CONTRACTOR shall defend, at its sole expense, any claim or suit against the SBCAG, their subsidiaries, and their officials alleging injury or loss (including without limitation bodily injury, death, personal injury or property damage) directly resulting from the negligent acts or omissions of CONTRACTOR, its employees or SUBCONTRACTORS in the course of CONTRACTOR'S performance hereunder (and without any contributory or collateral negligence on the part of the above named entities, their subsidiaries, officials, contractors, agents or volunteers) and CONTRACTOR shall pay all costs (including reasonable legal costs) and damages finally awarded; provided that CONTRACTOR is given prompt written notice of such claim or suit and, further, that CONTRACTOR shall be given necessary information, reasonable assistance, and the sole authority to defend or settle such claim or suit.

### **Article 10 - Assignability**

Without the written consent of SBCAG, this agreement is not assignable by contract either in whole or in part.

### **Article 11 - Termination of Contract for Cause**

If, through any cause, CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this contract, or if CONTRACTOR violates any of the covenants, agreements, or stipulations of this Agreement and fails to cure or correct such failure or violation within 15 days of written notice of the same, SBCAG shall thereupon have the right to terminate this contract by giving written notice to CONTRACTOR of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished and unfinished documents, data, studies, and reports prepared by CONTRACTOR shall, at the option of SBCAG, become its property, and CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Notwithstanding the above, CONTRACTOR shall not be relieved of liability to SBCAG for damages sustained by SBCAG by virtue of any breach of the contract by CONTRACTOR.

### **Article 12 - Termination of Contract for Convenience**

SBCAG may terminate this contract at any time by giving written notice to CONTRACTOR of such termination. The date of termination shall be the date of notice of termination. In that event, all finished or unfinished documents and other materials shall, at the option of SBCAG,

become its property. If the contract is terminated by SBCAG as provided herein, CONTRACTOR shall be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of CONTRACTOR covered by this contract, less payments of compensation previously made.

### **Article 13 - Contract Changes**

SBCAG may, from time to time, require changes in the scope of the services CONTRACTOR is to perform or changes in other Articles of this Agreement, including any increases or decreases in the amount of CONTRACTOR'S compensation. Such changes which are mutually agreed upon by and between SBCAG and CONTRACTOR shall be incorporated in written amendments to this contract. No oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. Amendments inconsistent with the provisions and intent of this Agreement may not be utilized.

### **Article 14 - Access to Records**

CONTRACTOR agrees to maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred including support data for cost proposals and to make such material available at their respective offices at all reasonable times during the contract period, and for four (4) years from the date of final payment under the contract, for inspection by any authorized representative of SBCAG. Copies of such material shall be furnished if requested.

### **Article 15 - Contractor Warranty**

CONTRACTOR warrants that he has not employed or retained any company or persons, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gifts, or other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, SBCAG shall have the right to annul this contract without liability, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, and gift or contingent fee.

### **Article 16 - Equal Employment Opportunity and Nondiscrimination**

CONTRACTOR shall comply with Title VI of the Civil Rights Act of 1964, as amended, and with the provisions contained in 49 CFR 21 through Appendix C and 23 CFR 710.405(b). During the performance of this Agreement, the CONTRACTOR, for itself, its assignees and successors in interest agrees as follows:

- A. Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- B. Nondiscrimination: The CONTRACTOR or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONTRACTOR shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the

termination of this contract or such other remedy as recipient deems appropriate. CONTRACTOR, with regard to the work performed by it during the agreement, shall not discriminate on the grounds of race, religion, color, sex, age or national origin in the selection or retention of subcontractors, including procurement of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the regulations.

- C. Solicitations for Subcontractors, including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by CONTRACTOR for work to be performed under the subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by CONTRACTOR of CONTRACTOR'S obligations under this agreement, and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age or national origin.
- D. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by SBCAG to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to SBCAG, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this Agreement, SBCAG shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:
1. Withholding of payments to CONTRACTOR under this Agreement until CONTRACTOR complies, and/or
  2. Cancellation, termination or suspension of the Agreement in whole or in part.
- F. Satisfactory Performance: The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 10 days from the receipt of each payment the prime contractor receives from SBCAG. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of SBCAG. This clause applies to both DBE and non-DBE subcontractors.
- G. Release of Retainage: The prime contractor agrees further to release retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of SBCAG. This clause applies to both DBE and non-DBE subcontractors.
- H. Incorporation of Provisions: The Consultant shall include the provisions of Article 16 (A) through (G) of this Agreement term in every subcontract, including procurement of materials and leases of equipment, unless exempt from the regulations, or directives issued pursuant thereto. CONTRACTOR shall take such action with respect to any subcontract or procurement as SBCAG may direct as a means of enforcing such provisions including sanctions for noncompliance. However, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a

subcontractor or supplier as a result of such direction, CONTRACTOR may request SBCAG to enter into such litigation to protect the interests of SBCAG, and in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

**Article 17 – Ownership of Documents and Data**

All documents, a record, software, reports, or other data developed by CONTRACTOR specifically for the FlexWork Santa Barbara program shall become the property of SBCAG when prepared, whether delivered to SBCAG or not.

**Article 18 – Severability**

In the event that any of the provisions, or portions or applications thereof of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, SBCAG and CONSULTANT shall negotiate an equitable adjustment in the provisions of this Agreement, and the validity and enforceability of the remaining provisions or portions or applications thereof shall not be affected thereby.

**Article 19 – Notices**

Any notices required or permitted to be given pursuant to this agreement shall be given to the following:

To SBCAG: Santa Barbara County Association of Governments  
260 N. San Antonio Rd., Ste. B  
Santa Barbara, CA 93110-1315  
Attention: Jim Kemp, Executive Director

To CONTRACTOR: Rick Albiero  
Telecommuting Advantage Group  
25 Corwin Street #3  
San Francisco, CA 94114

**IN WITNESS WHEREOF**, SBCAG and CONTRACTOR have executed this agreement.

**SANTA BARBARA COUNTY  
ASSOCIATION OF GOVERNMENTS**

**CONTRACTOR**

\_\_\_\_\_  
Chair, SBCAG

\_\_\_\_\_

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

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

\_\_\_\_\_  
Jim Kemp  
Executive Director

**APPROVED AS TO FORM:**

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

\_\_\_\_\_  
Kevin Ready, Sr.,  
Deputy County Counsel

## APPENDIX A

### SCOPE OF WORK

**Development of Tasks:** The CONSULTANT will work closely with the SBCAG Traffic Solutions staff to develop the following proposed elements for FlexWork Santa Barbara Phase II Technical Assistance:

**Task 1: Modify Training Program**

Based on the lessons learned from FlexWork SB Phase I, the CONSULTANT will modify the tools and training program to be marketed to employers through SBCAG Traffic Solutions representatives. Upon approval of the outline by SBCAG Traffic Solutions, the revised training guide will be developed. It is expected that the CONSULTANT will draw from the existing materials used in FlexWork SB Phase I and will not be developing entirely new materials.

**Task 2: Recruit Employers**

Over a period of one year, the CONSULTANT will recruit from 3 - 5 new employers from varying industries and within Santa Barbara County, to participate in pilot Telework and Flexible Work Schedule programs. FlexWork SB Phase I participants with potential to expand their flexwork programs will also be eligible for recruitment for Phase II. A special emphasis will be put into recruiting private employers with a significant number of employees commuting through the Hwy 101 Milpas to Hotsprings project corridor. The CONSULTANT will also provide guidance on recruitment screening and qualifications policies to help insure the selected employers are committed to implementing FlexWork programs within the Phase II program schedule.

**Task 3: Assist with implementation, design and technical flexwork support and training**

The CONSULTANT will provide assistance to employers for the implementation of Telework and Flexible Work Schedule pilot programs. The CONSULTANT will work with selected organizations and their committees to develop structured Telework and Flexible Work Schedule pilot programs and offer resources for implementation.

**Subtask A: Design & Offer Technical Support to Selected Employers**

Assistance could include drafting policies, developing agreements for both supervisors, teleworkers and flexible work schedule employees; on-site training; addressing management and teleworker issues; legal and insurance advice; technical support advice; assistance with program evaluation; and the development of information from each company for case study analysis.

**Subtask B: Conduct Pre- and Post Surveys of Participants**

To accurately assess and analyze the impacts of the Telework and Flexible Work Schedule program, the CONSULTANT will provide a number of related survey instruments for employers. This includes pretest surveys and post surveys to measure the effect of Telework and Flexible Work Schedule on employee travel behavior; co-worker, supervisor, and customer attitudes; analysis of cost/benefits to the organizations and determine the reduction in trips and vehicle miles traveled within and outside the Hwy 101 Milpas to Hotsprings project area. The effects on employee retention and recruiting, absenteeism, productivity and

performance, office-space needs and effective business continuity programs should also be measured based on the specific outcomes of the program for each participating organization. The CONSULTANT will also develop evaluation and monitoring tools through focus groups of users to measure the progress of the program and to address any issues that arise.

**Task 4: Develop Case Studies and Reports Based on Evaluation and Surveys**  
Case studies will be developed from the experience of assisting employers develop their Telework and Flexible Work Schedule programs. Case study information will include reasons for participating in the pilot program, a summary of implementation steps, impacts on the company and employees, impacts on air quality, results to the organization's bottom line, testimonials, and lessons learned. Number of case studies required will be based on number of implemented pilot programs.

The CONSULTANT will work with staff and selected companies in person, via telephone, phone conferencing, and/or e-mail if the CONSULTANT lives out of the Santa Barbara County area. This will help effectively maximize time spent with each of the selected companies and SBCAG Traffic Solutions staff. Half-day sessions, one or more as needed, may be required for development of the Telework and Flexible Work Schedule program at the employers' work site.

**Task 5: Assist in Organizing a Telework and Flexible Work Schedule Forum**  
The CONSULTANT will assist SBCAG Traffic Solutions in the planning and organizing of a Telework and Flexible Work Schedule Forum featuring Santa Barbara case studies and programs developed under Task 4. The Forum will include speakers from participating employers and business leaders and local elected officials.

**Task 6: FlexWorkSB.com Website Assistance**  
The CONSULTANT will assist SBCAG Traffic Solutions in the maintenance of a Telework and Flexible Work Schedule website. The CONSULTANT will not be expected to maintain the information for the site, but will provide guidance on content and possible sources for the content. SBCAG Traffic Solutions will be responsible for maintaining the website.

**Task 6.5: FlexWork Santa Barbara Client Website Assistance**  
The CONSULTANT will assist participating organizations in the development of flexwork websites when it is deemed necessary for the client's program. If the client does not have sufficient resources to implement, host and maintain the flexwork website, the CONSULTANT will employ its own resources and contractors to complete the website.

**Task 7: Prepare Monthly Reports**  
The CONSULTANT will be expected to submit brief monthly status reports and a final activity report summarizing all activities that occur, as well as a monthly invoice with appropriate backup to SBCAG Traffic Solutions. The status reports will detail activities that have occurred during the past month for each task, details of plans for the upcoming month's activities.

**Task 8: Train SBCAG Traffic Solutions Staff**  
The CONSULTANT will involve SBCAG Traffic Solutions staff in developing the training program and performing tasks associated with the pilot Telework and Flexible Work Schedule programs.

Over the course of the contract, the CONSULTANT will work closely with staff and employers to teach Telework and Flexible Work Schedule program development strategies and future steps to sustain growth of programs, especially as a client services option.

**Task 9: Prepare Timeline and Budget for Activities**

The CONSULTANT shall prepare a 12 month timeline and a budget based on proposed tasks/activities in the contract.

**Task 10: Final Report:**

The CONSULTANT will prepare a report documenting the program and presenting key findings and conclusions. The CONSULTANT will present the report to the SBCAG Board of Directors.

## APPENDIX B

### COMPENSATION

#### Proposed Cost by Task

Description	# of Hours	Hours x \$60	Travel	Item Total
Task 1.0: Developing Training Program	10	\$600	\$0	\$600
Task 2.0: Recruit Employers	70	\$4,200	\$2,100	\$6,300
Task 3.0: Assist with Implementation of Programs				
Task 3.0: Subtask A: Design & Offer Technical Telework Support and Training	530	\$31,800	\$5,000	\$36,800
Task 3.0: Subtask B: Conduct Pre-and Post Surveys	40	\$2,400	\$0	\$2,400
Task 4.0: Develop Case Studies and Reports	70	\$4,200	\$1,000	\$5,200
Task 5.0: Assist in Organizing Forum	30	\$1,800	\$1,000	\$2,800
Task 6.0: Website Assistance	20	\$1,200	\$0	\$1,200
Task 7.0: Prepare Monthly Reports	20	\$1,200	\$0	\$1,200
Task 8.0: Train SBCAG Staff	15	\$900	\$0	\$900
Task 9.0: Develop Timeline	5	\$300	\$0	\$300
Task 10.0: Prepare Final Report	20	\$1,200	\$1,100	\$2,300
<b>TOTAL:</b>				<b>\$60,000</b>