

## STAFF REPORT

**SUBJECT:** Measure D Reauthorization Public Outreach

**MEETING DATE:** February 16, 2006

**AGENDA ITEM:** 7H

**STAFF CONTACT:** Jim Kemp or Steve VanDenburgh

**RECOMMENDATION:**

Authorize the Chair to execute an amendment to the agreement with Tramutola LLC to provide expanded public outreach tasks and increase the contract budget by \$22,500.

**DISCUSSION:**

The SBCAG board approved a contract with Tramutola LLC for Measure D renewal services in May 2005. The contract amount of \$195,000 includes assisting SBCAG and local agencies in the development of an expenditure plan, sales tax ordinance and ballot language.

The original scope of the Tramutola contact assumed one expenditure plan would be prepared for a continuation of the existing Measure D tax. Based direction given by the board at its January 2006 meeting, two expenditure plans are being proposed for the November 2006 ballot requiring a ¼ cent increase in taxes. This has generated a need for an expanded public outreach process and greater involvement by the Tramutola team to gain public, civic group, and policy body support and understanding the underlying strategy of what is being proposed. Within the next five months, assuming the Board continues to support A+B, Tramutola will have to draft two ballot statements, two ordinances and assist staff in drafting text for two expenditure plans. Greater Tramutola team involvement will also be needed to facilitate public, interest group, policy body, and SBCAG board workshops. Tramutola will also have to assist SBCAG staff in developing presentations and plan-related materials that will be used at meetings to explain the A+B concept. Finally, more of Tramutola's time will be required to advise the Board and staff on how the expenditure plans should be revised based on public input to maximize the chances they will pass in November 2006.

**Recommendation**

SBCAG staff is recommending that the contract budget be increased by \$22,500 to cover these additional costs. The contract would be amended according to Attachment A. No budget appropriation increase is required for the contract amendment. The adopted FY 2005-06 budget included \$200,000 for the Tramutola contract. The budget also included an appropriation of \$300,000 to be used for public education about the Measure D renewal. Since the additional \$22,500 proposed in the contract amendment is for additional work directly related to the expanded public outreach activities that the board directed be undertaken in January, the contract amendment would be funded from the Measure D funds already appropriated for this purpose.

*Member Agencies*

The recommended amendment includes shifting \$3,300 budgeted in the existing contract for non-labor expenses (reimbursement of travel, postage, etc.) for one of Tramutola's subconsultants (Terrain) to labor expenses. The subconsultant is a local firm and its travel reimbursements have been less than anticipated. Rather than leave this part of the budget unspent, staff is recommending that Terrain assist staff in securing public meeting locations, preparing meeting marketing materials, placing meeting advertisements, and preparing summaries of comments made at public meetings. This element of the amendment would be a budget neutral--it does not change to overall contract budget.

**COMMITTEE REVIEW:** None.

**Attachments:**

Attachment A: Contract Amendment #1.

## ATTACHMENT A

### CONTRACT BETWEEN SANTA BARBARA COUNTY ASSOCIATION OF GOVERNMENTS AND TRAMUTOLA LLC

#### AMENDMENT #1

THE CONTRACT FOR MEASURE D RENEWAL SERVICES ("Contract") entered into as of June 29, 2005 by the firm Tramutola LLC, a California limited liability company (hereinafter called "Consultant") whose corporate address is 191 Ridgeway Avenue, Oakland, California 94611 and the Santa Barbara County Association of Governments (hereinafter called SBCAG) whose address is 260 North San Antonio Rd., Suite B, Santa Barbara, CA 93110 ("SBCAG") is hereby amended as follows (strikeouts indicate deletions, bolded text indicates additions):

#### Section VII. Contract Costs and Reimbursements

##### A. Maximum Contract Amount/Budget Amendments

For services rendered, SBCAG shall pay Consultant a fee that shall not exceed the total budgeted amount detailed in Exhibit "C" of ~~ONE HUNDRED NINETY FIVE THOUSAND DOLLARS (\$195,000)~~, **TWO HUNDRED SEVENTEEN THOUSAND FIVE HUNDRED DOLLARS (\$217,500)** including all costs, overhead, and fixed fee expenses. Such billings, up to the specified amount, shall constitute full and complete compensation for Consultant services unless additional services and compensation are agreed upon by Client and Consultant.

B. Compensation Breakdown: The compensation is broken down by lead consultant and sub-consultants as follows:

Tramutola LLC (lead Consultant) - ~~\$77,500~~ **\$92,500** "Flat Fee" plus Expenses not to exceed ~~\$8,500.00~~ **\$16,000** without prior Client consent.

True North Research (sub-Consultant) - \$59,500, "Flat Fee" plus Expenses not to exceed \$3,000.00 without prior Client consent

- Exploratory Baseline Survey (15 minutes, n=1,000) (\$32,100)
- Test Expenditure Plan Survey (12 minutes, n=1,000) (\$27,400)

Terrain Consulting (sub-Consultant) - ~~\$40,500~~ **\$43,800** "Flat Fee" plus Expenses not to exceed ~~\$4,000.00~~ **\$700.00** without prior Client consent

- Expenditure Plan Committee Development (\$2,500)
- Expenditure Plan Meetings Management & Facilitation (~~\$16,000~~ **\$19,300** for 8 meetings)
- Stakeholder Interviews (\$10,000 for 4 x 3hr meetings)
- Local Expertise and Accessibility (\$12,000 @ 8hrs/mth for 12 months)

C. Compensation Payment: The Flat Fees due to the lead Consultant and sub Consultants shall be paid in accordance with the breakdown shown under VII C Compensation Payment. The flat fee due to TRAMUTOLA LLC of ~~Seventy Seven Thousand, Five Hundred Dollars (\$77,500.00)~~ **Ninety Two Thousand Five Hundred Dollars (\$92,500.00)** shall be paid in ~~eleven (11)~~ **twelve (12)** consecutive

monthly installments and shall be reimbursed by SBCAG within thirty (30) days of date of invoices. The first installment shall be in the sum of Seven Thousand, Five Hundred Dollars (\$7,500.00) ~~and the remaining ten~~, **seven** installments in the sum of Seven Thousand Dollars (\$7,000.00), **and four installments in the sum of Nine Thousand Dollars (\$9,000.00)**. The compensation due to Sub-Consultants True North Research (\$59,500.00) and Terrain Consulting (~~\$40,500.00~~) **(\$43,800)** shall be billed by sub Consultants directly to SBCAG and paid by SBCAG directly to sub Consultants. TRAMUTOLA LLC shall not be responsible for payment of compensation to sub Consultants.

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**Exhibit C: Contract Budget**

<b><u>(A) Tramutola LLC</u></b>	<b>Amend. #1</b>	<b>Orig. Contract</b>
Direct Labor:	<b>\$92,500.00</b>	<u>\$77,500.00</u>
Direct Costs:		
Travel	<b>\$15,000.00</b>	<del>\$7,500.00</del>
Other expenses		\$1,000.00
Subtotal:		\$86,000.00
<b><u>(B) Subconsultant Costs:</u></b>		
Terrain Consulting		
Direct Labor:	<b>\$43,800.00</b>	<u><del>\$40,500.00</del></u>
Direct Costs:		
Travel	<b>\$350.00</b>	<del>\$1,500.00</del>
Other Expenses	<b>\$350.00</b>	<del>\$2,500.00</del>
True North Research		
Direct Labor:		<u>\$59,500.00</u>
Direct Costs:		
Travel		\$2,000.00
Other Expenses		\$1,000.00
Subconsultant Subtotal:		\$107,000.00
<b>(C) Reserve</b>		<u>\$2,000.00</u>
 A =	 <b>\$108,500</b>	 <del>\$86,000.00</del>
B =		\$107,000.00
C =		<u>\$2,000.00</u>
 <b>TOTAL =</b>		 <del>\$195,000.00</del> <b>\$217,500.00</b>

IN WITNESS WHEREOF, the parties hereto have executed the amendment #1 to this agreement, effective as February 20, 2006.

**CONSULTANT**

By: \_\_\_\_\_  
Name: Larry Tramutola  
Title: Managing Member  
Date: \_\_\_\_\_  
\_\_\_\_\_

**SBCAG**

By: \_\_\_\_\_  
Name: Joe Centeno  
Title: Chair, SBCAG  
Date: \_\_\_\_\_  
\_\_\_\_\_

Attest:  
By: \_\_\_\_\_  
Name: Jim Kemp  
Title: Executive Director  
Date: \_\_\_\_\_  
\_\_\_\_\_

Approved as to Form and Procedure:

Stephen Shane Stark

County Counsel

By: \_\_\_\_\_  
R. Kevin Ready  
Deputy County Counsel,  
Counsel for SBCAG