

**AGREEMENT BETWEEN
SANTA BARBARA COUNTY ASSOCIATION OF GOVERNMENTS
AND
COUNTY OF SANTA BARBARA
CARPOOL COMMUTER INCENTIVES DOLLAR MATCH PROGRAM**

This Agreement is by and between the Santa Barbara County Association of Governments (SBCAG) and County of Santa Barbara ("COUNTY") herein referred to individually as "Party", collectively as "Parties".

WHEREAS, COUNTY offers a commuter program to support employee health and morale. When employees drive less, COUNTY benefits from improved recruitment, retention, parking availability, and better air quality;

WHEREAS, SBCAG offered up to four employers a dollar-for-dollar match for an innovative, 90-day challenge pilot to transform commuter incentives offered to their employees, hereinafter referred to as the "Commuter Incentive Pilot Program" ("Program");

WHEREAS, COUNTY was the first employer to request to participate and assign a dollar-match budget;

WHEREAS, COUNTY's commuter survey demonstrated demand for a carpool-focused incentive program;

WHEREAS, the Program focuses on encouraging employees to shift their commute habits within a 90-day window, leveraging behavioral science principles to jump-start new routines;

WHEREAS, SBCAG includes comprehensive consulting support, including a commuter survey, free access to SmartRide.org, and strategic marketing efforts targeting participants;

WHEREAS, all regular, full-time County employees in a paid status are eligible to participate in this Program; and

WHEREAS, any eligible County employee willing to carpool is eligible to participate on a first-come, first-serve basis. Only 80 existing carpoolers and 100 new carpoolers will be accepted into this Program. County employees participating in the Program must "opt-in" to receive text and email communications. (generally and collectively referred to as "participants".)

NOW, THEREFORE, in consideration of the promises and undertakings herein made and the mutual benefits to be derived therefrom, the Parties agree as follows:

1. Recitals

The above Recitals are true and correct and incorporated herein.

2. Duties of SBCAG

- A. SBCAG agrees to participate in the activities described in Exhibit A as attached hereto and incorporated by this reference.
- B. SBCAG agrees to design a habit-setting Program in COUNTY's SmartRide platform.
- C. SBCAG agrees to the payment arrangements in Exhibit B as attached hereto and incorporated by this reference.
- D. SBCAG agrees to reimburse half of the incentives (dollar-match) requested by County during the 90-day Program period as further described in Exhibit B attached hereto and incorporated by this reference.
- E. SBCAG agrees to create and send automated and manual communications to participants, upon authorization by such participant, throughout the Program to support participants' completion of program.
- F. SBCAG agrees to set up an automated incentive disbursement platform (Tango Card) and link it to COUNTY's SmartRide portal.
- G. SBCAG agrees to fund ancillary marketing activities, such as lunch and learns that support habit tracking.
- H. SBCAG agrees to design a post Program survey to measure Program success.

3. Duties of COUNTY

- A. COUNTY agrees to apply for a line of credit with Tango Card to simplify administration of incentives (dollar-match) invoicing.
- B. COUNTY agrees to invoice SBCAG no more than once per quarter.
- C. COUNTY agrees to distribute Program marketing Countywide via stand-alone email.
- D. COUNTY agrees to verify incentive requests that autogenerate from SmartRide.
- E. COUNTY agrees to administer at least one post Program survey to participants.
- F. COUNTY agrees to continue offering a 90-day Program to new hires that are willing to carpool until June 30, 2027 for a total amount not to exceed \$5,000.

- G. COUNTY agrees to administer another Trip Reduction Plan survey in 2026 to compare commute mode participation post Program implementation.
- H. In its sole discretion, COUNTY shall determine if its employees are eligible for participation in the Program.
- I. COUNTY agrees to participate in the activities described in Exhibit A.
- J. COUNTY agrees to the payment arrangements in Exhibit B.

4. Accounting

SBCAG shall furnish a line-item report of financial incentives earned by each participant. COUNTY shall establish and maintain an accounting system and reports that properly accumulate Program costs incurred by line. The accounting system shall conform to Generally Accepted Accounting Principles (GAAP) and provide support for payroll tax implications.

5. Record Retention and Audit

- A. COUNTY agrees that SBCAG shall have the right to review and to copy any records and supporting documentation pertaining to the performance of the Agreement. COUNTY agrees to maintain such records for a possible audit after the final payment for at least three (3) years after all funds have been expended unless a longer period of records retention is stipulated. In addition, because this Agreement exceeds ten thousand dollars (\$10,000.00) it is subject to examination and audit of the California State Auditor for a period of three (3) years after final payment under the Agreement (Cal. Gov. Code § 8546.7). Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats. County shall participate in any audits by SBCAG, at no charge to SBCAG.
- B. If audit exceptions are found pursuant to state or other regulatory audit relating to this Agreement, County shall reimburse all costs incurred by SBCAG associated with defending and/or curing audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from SBCAG, County shall reimburse the amount of the audit exceptions and any other related costs directly to SBCAG as specified by SBCAG in the notification. SBCAG shall endeavor to provide County reasonable, prompt notice of any such potential costs.
- C. If any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been started before the expiration of the required record retention period, all records must be retained by COUNTY and its designees, contractors, and

subcontractors until completion of the action and resolution of all issues which arise from it.

6. Term and Termination

- A. This Agreement shall become effective when fully executed by both Parties and shall continue in full force and effect until completion of the Program, but not later than June 30, 2027.
- B. Each Party may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, each Party shall wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects from such winding down and cessation of activities or services.
- C. For Nonappropriation of Funds. Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state, County, or SBCAG, or if funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then the Party will notify the other Party of such occurrence and may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.
- D. For Cause. Should either Party default in the performance of this Agreement or materially breach any of its provisions, the non-breaching Party in its sole option, terminate or suspend this Agreement in whole or in part by written notice. The date of termination shall be the date the notice is received, unless the notice directs otherwise.

7. Indemnification

In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the Parties pursuant to California Government Code Section 895.6, the Parties agree that all losses or liabilities incurred by a party shall not be shared pro rata but instead all parties agree that pursuant to California Government Code Section 895.4, each of the Parties hereto shall fully indemnify and hold each of the other Parties, their officers, board members, employees and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined by California Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this Agreement. No party, nor any officer, board member, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of other Parties hereto, their officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction

delegated to such other parties under this Agreement.

8. Notification of Accidents and Survival of Indemnification Provisions

Parties shall notify the other Parties immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

9. Non-Partnership

This Agreement is not intended by the Parties to constitute or create a joint venture, pooling arrangement, or formal business organization of any kind. The rights and obligations of the Parties shall be only those expressly set forth herein.

10. Insurance

Each party shall maintain its own insurance coverage, through commercial insurance, self-insurance or a combination thereof, against any claim, expense, cost, damage, or liability arising out of the performance of its responsibilities pursuant to this Agreement.

11. California Law and Venue

Federal law and the laws of the State of California shall govern this Agreement. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district nearest Santa Barbara County, if in federal court.

12. Time is of the essence

Time is of the essence in this Agreement and each covenant and term is a condition herein.

13. Amendments

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the Parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each Party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

14. Nondiscrimination

During the performance of this Agreement, COUNTY assures that no otherwise qualified person shall be excluded from participation or employment, denied program benefits, or be subjected to discrimination based on race, color, ancestry, national origin, sex, gender, gender identity, gender expression, genetic information, age, disability, handicap, familial status, religion, or belief, under any program or activity funded by this Agreement, as required by Title VI of the Civil Rights Act of 1964, as amended, and with the provisions contained in Title 49, Code of Federal Regulations (CFR), Part 21 through Appendix C and 23 CFR section 710.405(b), the Fair Housing Act (42 USC 3601-20) and all implementing regulations, and the Age Discrimination Act of 1975 and all implementing regulations. During the performance of this Agreement, COUNTY, for itself, its assignees and successors in interest agrees as follows:

- A. **Compliance with Regulations.** County shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") 49 CFR 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 Agreement.
- B. **DOT-assisted Contracts.** County shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by COUNTY to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as recipient deems appropriate. County, 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. County 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 County 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 County of County'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.** County shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to such records as may be determined by SBCAG to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of County is in the exclusive possession of another who fails or refuses to furnish this information, County 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 County'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:
- i. Withholding of payments to County under this Agreement until County complies, and/or
 - ii. Cancellation, termination or suspension of the Agreement in whole or in part.
- F. COUNTY shall, in the course of performing Project work, fully comply with the applicable provisions of the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
- G. COUNTY shall include this Nondiscrimination clause and its subsections in all subcontracts.

15. Debarment and Suspension

Each Party certifies that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or local government contracts. County certifies that it shall not contract with a contractor to complete work under this Agreement that is so debarred or suspended.

16. Conflict of Interest

The Parties covenant that they presently have no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. County agree to promptly disclose to SBCAG, in writing, any potential conflict of interest. SBCAG retains the right to waive a conflict of interest disclosed if SBCAG determines it to be immaterial, and such waiver is only effective if provided by SBCAG in writing.

17. Counterparts

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

18. Designated Representatives

Aaron Bonfilio at phone number 805-600-4855 is the representative of SBCAG and will administer this Agreement for and on behalf of SBCAG. Garrett Wong at phone number 805-390-2983 is the authorized representative for County. Changes in designated

representatives shall be made only after advance written notice to the other party.

19. Notices

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by first class mail, postage prepaid, or at such other address or to such other person that the parties may from time to time designate in accordance with this Notice section. Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

To County: Attention: Garrett Wong
County of Santa Barbara
123 E. Anapamu Street
Santa Barbara CA 93101
Phone: 805-390-2983

To SBCAG: Attention: Aaron Bonfilio
Santa Barbara County Association of Governments
260 N. San Antonio Road, Suite B
Santa Barbara CA 93110
Phone: 805-600-4855

20. Severability

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

21. No Waiver of Default

No delay or omission of either Party to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to either Party shall be exercised from time to time and as often as may be deemed expedient.

22. Compliance with Law

Each Party shall, at its sole cost and expense, comply with all SBCAG Ordinances, and, State and Federal laws, statutes, regulations, and rules now in force or which may hereafter be in force, including but not limited to legal requirements that pertain to construction, health and safety, labor, fair employment practices, and equal opportunity.

23. Survival

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

24. Remedies Not Exclusive

No remedy herein conferred upon or reserved to either Party is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

25. Section Headings

The headings of the several sections, and any table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

26. Successors

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the Parties hereto, shall be binding upon and inure to the benefit of such party and its successors.

27. Authority

All signatories and Parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any State and/or federal law in order to enter into this Agreement have been fully complied with.

28. Taxes

Each Party shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work, services, or responsibilities under this Agreement and shall make any and all payroll deductions required by law. Neither Party will be responsible for paying any taxes on the other Party's behalf. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

IN WITNESS THEREOF, the Agreement has been executed by the Parties and is effective when fully executed by both Parties.

SANTA BARBARA COUNTY ASSOCIATION OF GOVERNMENTS
A Joint Powers Authority



Marjie Kirn
Executive Director

APPROVED AS TO FORM:
Rachel Van Mullem
County Counsel

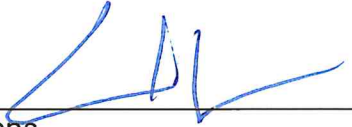


Deputy County Counsel
Counsel for SBCAG

[Signatures continue on the following page.]

IN WITNESS THEREOF, the Agreement has been executed by the Parties and is effective when fully executed by both Parties.

COUNTY OF SANTA BARBARA



Laura Capps
Chair, Board of Supervisors


Date: 5-13-25

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board


Approved as to Accounting Form:
Betsy Schaffer, CPA
Auditor-Controller

By: _____

DocuSigned by:

By: _____
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Deputy

RECOMMENDED FOR APPROVAL
Jesús Armas
Director, Community Services

Approved as to Form:
Gregory Milligan
Risk Manager

DocuSigned by:

By: _____
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Signed by:

By: _____
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Approved as to Form:
Rachel Van Mullem
County Counsel


Signed by:

By: _____
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Deputy County Counsel

Exhibit A

Scope of Work

1. Background

SBCAG and COUNTY analyzed results from a commuter survey administered in 2023. Most respondents indicated a willingness to shift from a drive alone commute for a meaningful carpool incentive. In response, County and SBCAG staff developed a Commuter Incentive Pilot Program ("Program") to provide participants with incentives to carpool to work through out a 90-day period. The goal of this Program is to help eligible County employees form a carpool habit.

2. Key Program Components

- A. SmartRide (located at SmartRide.org or via the Commute Tracker App by RideAmigos) is COUNTY of Santa Barbara's one-stop-shop for commuter programs, allowing SBCAG and COUNTY to administer a turnkey carpool incentive program. COUNTY of Santa Barbara has a dedicated SmartRide network in this platform.
- B. A SmartRide network is assigned for each program milestone. Upon completion of one program milestone, participants are automatically assigned to a new network linked to the next program milestone. When this happens, participant Program access may change, and network-related communications may automatically disseminate.
- C. Tango Card is an at-cost incentive platform that integrates with SmartRide using an Application Program Interface (API).
- D. A carpool habit is a behavior that transcends the life of this Program, where participants are likely to continue carpooling for a nominal incentive.
- E. A "habit tracking" device is any activity that helps participants maintain and track progress toward creating a new habit.

3. Participants

Any eligible County employee willing to carpool is eligible to participate on a first-come, first-serve basis. Only 80 existing carpoolers and 100 new carpoolers will be accepted into this Program. County employees participating in the Program must opt-in to receive text and email communications. (generally and collectively referred to as "participants".)

4. Commuter Incentive Program

The Program will provide two tracks to receive incentives for participants that are both new carpoolers and existing carpoolers. New carpooler participants will be eligible to receive a total of up to \$350 and existing carpooler participants will be eligible to receive a total of up to \$150. Given the Program will have a total of \$40,000 incentive funding available (\$20,000 each from COUNTY and SBCAG), the cap on the sub-total number of participants will be approximately 80 participants per track (160 total participants).

Over a 90-day period participants will earn gift card incentives by completing specific milestones and establishing behavior changes. Before and throughout the 90 days, SBCAG and County staff will support participants journey to successfully complete the Program by: 1) providing carpool match services; 2) provide Program support to answer questions; and 3) administer gift card incentives when completing certain miles stones. The following provides a detailed overview of the milestones for new and existing carpooler participants.

- A. Existing carpooler participants must register to a SmartRide network and begin logging carpool trips to earn \$8 per day, redeemable as a single \$100 gift card. Existing carpoolers must log carpool thirteen days within a defined 90-calendar day period or forfeit the opportunity to claim a gift card.
- B. New carpooler participants:
 - i. Must create a SmartRide account using a provided URL and complete an enrollment form to earn \$5. Participants will receive an automated email follow up describing various supports to find a carpool.
 - ii. Participants must respond to the automated email in the milestone above confirming their carpool match(es). SBCAG will reply with a link to join a new milestone network, allowing participant to claim \$20.
 - iii. Upon redemption of a \$20 gift card for finding a carpool partner, participants will automatically be enrolled to another milestone Program network where participant can claim \$25 after logging their first carpool trip.
 - iv. Upon claiming the first carpool trip reward above, participants will be automatically enrolled into a 45-calendar day incentive period. Every carpool commute logged during this period will earn \$4 per day for maximum earnings of \$120.
 - v. Upon claiming rewards for the 45-calendar day incentive period, participants will automatically enter the final milestone network to log trips and earn \$6/day for maximum earnings of \$180.

- vi. New carpooler participants can earn a max of \$345 participating in the Program.

5. Marketing Plan

SBCAG and COUNTY will work collaboratively to deliver a variety of marketing mediums to potential and actual participants, often timed with participation milestones. The following activities are planned:

- A. COUNTY will send an all-staff email with links for existing and new carpoolers to register for the Program.
- B. New carpoolers will complete a pledge form indicating interest in carpool matching events (virtual or in-person) and ancillary activities that support a new habit (such as hiding car keys or buying a special treat on carpool days).
- C. COUNTY, via the County Wellness Committee (comprised of liaisons representing each County Department), will share SBCAG-provided flyers and will send a follow up to department staff inviting County employees to join destination-based, virtual Microsoft Teams events (Downtown Santa Barbara, Calle Del Remedio campus, Lompoc/SYV, and Santa Maria campus).
- D. County Employees that join the Program will be encouraged to use the Teams chat to converse with coworkers to identify carpooling opportunities. County employees that miss Microsoft Teams events above will be invited to join the corresponding Microsoft Teams chat for matching opportunities.
- E. Based on Program enrollment and virtual event success, SBCAG and County will offer in-person events to facilitate carpool matching. Attendees will receive tools (while supplies last) designed to support participant "habit tracking."
- F. Automated emails will be sent to participants from SmartRide at each milestone to encourage next steps.
- G. Individualized emails and/or text messages will be sent to random participants to encourage progress and measure pledged habit tracking actions.

6. Commuter Incentives Platform

SBCAG manages a Tango Card account linked to SmartRide.org. Tango Card allows SBCAG to offer specific access and permissions that will assist COUNTY in fulfilling Program activities.

The following access and permissions are granted to assigned County staff for administering this Program:

- A. SBCAG will visit Account settings > Create User to assign access and permissions.

- B. COUNTY's role is set as "Custom," allowing specific access functions necessary to fulfill this Program.
- C. COUNTY can resend rewards to participants once earned.
- D. COUNTY can see the line of credit balance of this Program's account.
- E. COUNTY can view order history and resend rewards to the same email address used by participant.
- F. COUNTY can register, edit, and delete credit cards, add funds, or view funding history.
- G. COUNTY can view, access, and create order reports.

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Exhibit B

Payment Arrangements

- A. COUNTY shall have a line of credit with Tango Card. SBCAG and County shall have shared access to this Tango Card sub-account that links to COUNTY's SmartRide platform.
- B. Upon execution of this Program including the use of Tango Card, COUNTY shall owe participant-accrued incentives after approximately 120 days (estimated August 30, 2025).
- C. Upon Program completion, SBCAG shall request a split invoice from Tango Card for both Parties for half of the accrued balance. Both Parties shall be responsible for issuing a check to Tango Card to bring the credit balance to zero. If Tango Card is unable to process an invoice to SBCAG, COUNTY may pay the accrued balance to Tango Card and submit to the SBCAG Designated Representative an invoice for half of incentives accrued by participants.
- D. COUNTY will reimburse half of the commuter incentives through the Program, not to exceed \$20,000.
- E. SBCAG will reimburse half of commuter incentives through the Program, up to, but not to exceed **\$20,000**.
- F. COUNTY shall continue to incentivize only newly hired employees for a total amount not to exceed \$5,000, beyond the Program, until June 30, 2027. Incentives will be paid out via Tango Card and invoiced to COUNTY.
- G. All COUNTY invoices shall be sent, in PDF format, to acctspayable@sbcag.org.
- H. No additional fees or compensation will be charged to SBCAG by COUNTY.

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