



TO: Mayor and Councilmembers

FROM: Michelle Greene, City Manager

CONTACT: Kristy Schmidt, Assistant City Manager
Ryan Kintz, Assistant to the City Manager

SUBJECT: Potential Sales Tax Measure, Public Opinion Polling Results, and Props and Measures Community Outreach Contract Amendment

RECOMMENDATIONS:

- A. Receive a presentation from Fairbank, Maslin, Maullin, Metz & Associates, Inc. on the results of the April 2022 polling and public opinion research survey related to a possible sales tax measure;
- B. Provide direction to staff on whether to return to City Council on June 21, 2022 with an ordinance to place a Sales Tax Measure on the ballot for the November 8, 2022 General Election;
- C. Should Council wish to proceed with a sales tax measure for November 2022, approve and authorize the City Manager to execute Amendment No. 3 to Agreement 2021-047 for Professional Services with Props and Measures for professional outreach and public relation services increasing the contract amount by \$30,000 for a new total not-to-exceed amount of \$146,000; and
- D. Should Council wish to proceed with a sales tax measure for November 2022, approve in concept the ballot measure language presented in this report for inclusion in the ordinance to be considered by the City Council on June 21, 2022.

BACKGROUND:

The City Council has long recognized that in order to meet its current and future infrastructure needs and the goals of the community, the City will need to establish a significant additional source of ongoing funding.

The City has significant revenue limitations given the City's current sales tax rate, which is tied for the lowest in the County, as shown in Table 1 below.

Table 1: Santa Barbara County Cities Sales Tax Rates

Buellton	7.750%
Carpinteria	9.000%
Goleta	7.750%
Guadalupe	8.750%
Lompoc	8.750%
Santa Barbara	8.750%
Santa Maria	8.750%
Solvang	7.750%

Exacerbating this, the Revenue Neutrality Agreement (RNA) with the County reduces the 1% that the City would ordinarily retain from sales tax by 30% (The Fiscal Year 2022 RNA estimated obligation, including both required sales and property tax submittals, is \$7.6 million).

The City also has significant ongoing unfunded liabilities and other unfunded priorities which include deferred maintenance and implementation of master plan documents and unfunded Capital Improvement Program (CIP) projects. As a summary recap, total estimated ongoing annual deferred maintenance of the City’s facilities and other assets is currently \$9 million, which includes additional pavement budget of \$3.3 million to maintain average pavement condition index (PCI) levels of 69 throughout the City. Other costs include ongoing staffing imbalances with costs yet to be fully determined, along with other costs needed to implement items in the various master plan documents adopted by City Council, like the Homelessness Strategic Plan, the Bicycle and Pedestrian Master Plan, and the Creek and Watershed Plan. The updated unfunded CIP costs are now projected at \$104.7 million.

For the past several years, the City of Goleta’s adopted Strategic Plan has contained objectives to pursue additional revenue sources. The City Council has considered taking a revenue measure to voters, most recently in 2020, but ultimately decided that the timing was not right, although solid public support for a measure was demonstrated by polling. The current 2021-2023 Strategic Plan contains the following objective:

- Strategic Goal: Enhance revenue by seeking grants and implementing financing strategies that strengthen the City's budget
 - Objective: Explore a possible transaction and use (sales) tax measure and evaluate other revenue options to support the future sustainability of the City's budget

This direction is also reflected in the Fiscal Year 2021/22 Work Program for both the City Manager’s Office and the Finance Department.

In early Fiscal Year 2022, following the direction noted above, staff began to again explore the opportunities for new revenue sources to help maintain current service levels and programs, recover from the ongoing impacts of the COVID-19 pandemic, and meet the demand of the City's growing infrastructure maintenance and improvement needs. As part of this work effort, in June 2021, the City entered into a contract with Props and Measures for \$45,000 for initial public outreach and engagement on the topic. Then on September 21, 2021, the City Council authorized the City Manager to execute a Professional Services Agreement with FM3 Research, Inc. for polling and public opinion research services related to a potential November 2022 sales tax measure. This contract included funds for a November 2021 base public opinion poll and an April 2022 follow-up tracking poll.

The results of the November 2021 base polling showed that a 1% sales tax measure still has the potential to be supported by the City of Goleta voters. The poll also showed that the more voters know about the City's needs and how additional revenue might benefit the community, the more likely they are to support a revenue measure, which demonstrates the value of a good public education campaign. On January 18, 2022, Council approved a first amendment to the agreement with Props and Measures, increasing the contract amount by \$31,000 to continue education and outreach through June 2022, and on April 19, 2022, a second amendment increased the contract amount by \$40,000 to cover the cost of printing and postage for education and engagement mailers to the community.

In order to meet Council's interest in evaluating other revenue options, on March 31, 2021, the City Council received a presentation by HdL evaluating the alternatives to a sales tax, such as updating Cannabis tax rates, utility users tax, business license tax, parcel tax, increasing the current transient occupancy tax, and property transfer tax. The study evaluated the pros and cons, the feasibility, equity, revenue potential, collectability, economic efficiency, political feasibility, and transparency of these alternative revenue enhancement mechanisms. Additionally, the study compared these alternative revenue enhancement mechanisms with the add-on sales tax option and provided data driven justification for each of the revenue enhancement options. The study concluded that based on the pros and cons of the alternative revenue options, the transactions and use tax (sales tax) provided the most effective method at meeting the City's growing revenue needs.

DISCUSSION:

The passage of a one percent sales tax would enable the City to address many of its unfunded priorities. The most recent analysis conducted by the City's consultant HdL indicates that a one percent sales tax, has the potential to raise an additional \$10.6 million in annual City revenue. The \$10.6 million is the most recent estimate provided by HdL in May 2022.

The purpose of this report is the following:

- Summarize and present the April 2022 follow-up tracking poll results;

Meeting Date: June 7, 2022

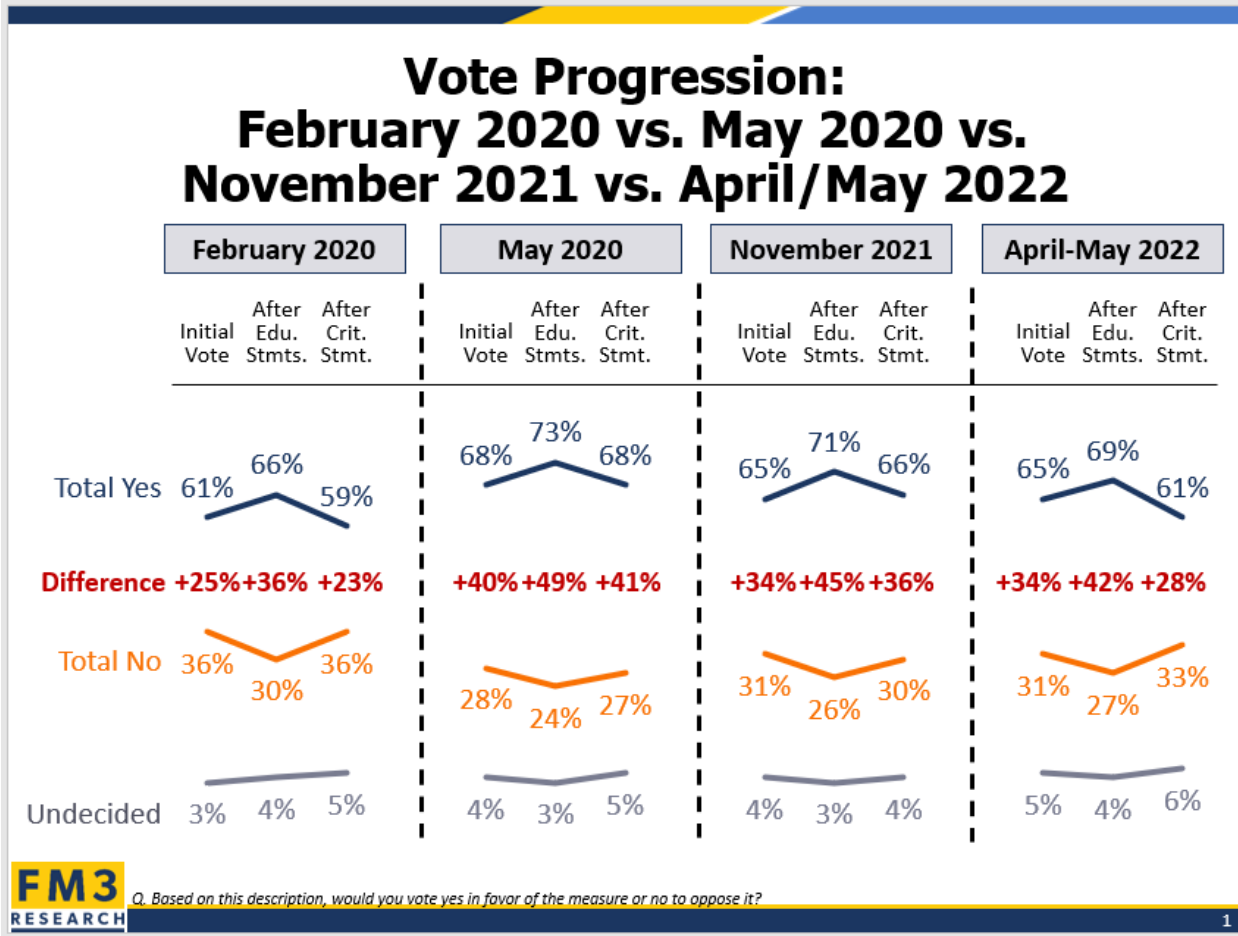
- Present the proposed November 2022 potential sales tax ballot language;
- Receive direction from the City Council whether to return to City Council on June 21, 2022 with an ordinance to place a Sales Tax Measure on the ballot for the November 8, 2022 Election; and
- Should Council wish to proceed with further consideration of a sales tax measure for November 2022, request authorization to amend the contract with the City's contracted public relations and outreach consultant Props and Measures for continued public outreach and community engagement.

Results of April 2022 Polling

The April 2022 tracking survey conducted April 21, 2022 through May 3, 2022 included polling 418 Goleta registered voters who are likely to vote in the November 2022 General Election; this provides a representative and statistically reliable sample of Goleta's population. Names and contact information of respondents were pulled from the public voter profile available at the County Registrar of Voters. The survey was administered in two different modes: 1) online through email invitation; and 2) telephone, both landline and cellular. The survey took approximately 12 minutes for respondents to complete and was offered in English and Spanish. FM3's presentation that details the results of the public opinion survey is provided as Attachment 1. The survey questions are available in Attachment 2.

According to FM3, the results of the April 2022 survey show that a sales tax measure has the potential to be supported by the City of Goleta voters. In addition, as shown in Figure 1 below, FM3's polling results of the past four surveys show that a majority of Goleta voters have consistently supported the establishment of a one percent sales tax.

Figure 1: Survey Tracking Results



Draft Ballot Measure Language

Staff and the consultant propose the following ballot language:

“To support Goleta’s 9-1-1 response/crime prevention; clean-up trash in creeks to maintain coastal waters; address homelessness, fire risks from illegal encampments; maintain public safety, clean/maintain public areas; repair streets/potholes; increase recycled water use for parks; retain local businesses/jobs; maintain open spaces/natural areas and for general government use; shall a measure be adopted establishing a 1¢ sales tax providing approximately \$10,600,000 annually until ended by voters, requiring public spending disclosure?”

This is the language was tested through polling, except that the amount that would be raised has been updated with the most recent number. Should the City Council choose to move forward with the potential Sales Tax Measure, Staff will bring this recommended ballot language to the June 21, 2022, City Council meeting for final approval by the City Council.

Public Education Campaign

Should the Council provide direction to proceed with a potential sales tax measure, FM3 and staff recommend that the City continue to conduct the public outreach and education related to the City's funding needs. Staff are recommending that the Council approve and authorize the City Manager to execute an amendment increasing the contract amount by \$30,000 for a new total not-to-exceed amount of \$146,000 (Attachment 3). If the contract amendment is approved, Props and Measures would continue to assist the City with outreach and education and would send out an additional mailer that would notify the public of the City's intention to place a one percent sales tax measure (adding one cent to a one-dollar purchase) on the ballot before the June 21, 2022, City Council meeting.

Below is a tentative revenue enhancement/public outreach project timeline and next steps:

June/July 2022

- Send 3rd "Notice to Voters" Mailer
- **June 21 Council Meeting:** Council adopts resolution to place a measure on Nov. 8, 2022 ballot
- **No later than July 11, 2022* (120 days prior to election):** Deliver adopted resolution to Registrar of Voters in order to qualify for the November 2022 ballot
- Update City website with ballot measure information

August 2022

- August 6, 2020 - Deadline to file with the Santa Barbara County Clerk of the Board of Supervisors to Request Consolidation services for the November 3, 2020 Election

November 2022

- November 8, 2022 – Election Day

FISCAL IMPACTS:

The City Manager Department budget for Fiscal Year (FY) 2021-2022 includes sufficient funds to cover the additional \$30,000 in with Props and Measures' outreach and education services in account 101-10-1200-51200, so no additional appropriations are necessary.

ALTERNATIVES:

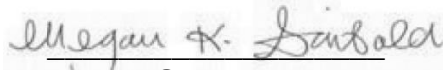
City Council could choose not to proceed with the staff recommendations. However, given the financial needs of the City, not moving forward with a potential sales tax measure would significantly hinder the City's ability to meet its deferred maintenance projects and backlog of CIP projects as well as address staffing imbalances and implementation of the City's many strategic plans. Not approving the contract amendment with Props and Measures could significantly reduce the City's opportunity to continue to create awareness amongst residents of the City's financial needs.


Reviewed By:

Legal Review By:

Approved By:


Kristine Schmidt
Assistant City Manager


Megan Garibaldi
City Attorney


Michelle Greene
City Manager

ATTACHMENTS:

1. FM3 Polling Presentation
2. Polling Questions
3. Amendment No. 3 Props and Measures
4. Props and Measures Agreement No. 2021-47 and Amendments No. 1 and No. 2

ATTACHMENT 1

FM3 Polling Presentation





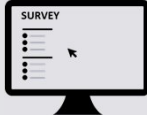


City of Goleta 2022 Community Priorities/ Budget Follow-Up Survey



OPINION
RESEARCH
& STRATEGY

Survey Specifics and Methodology

Dates	April 21 – May 3, 2022
Survey Type	Dual-mode Voter Survey
Research Population	City of Goleta Voters Likely to Vote in November 2022
Total Interviews	418
Margin of Sampling Error	±4.9% at the 95% Confidence Level for Full Sample ±6.9% at the 95% Confidence Level for Half Sample
Contact Methods	 Telephone Calls  Email Invitations  Text Invitations
Data Collection Modes	 Telephone Interviews  Online Interviews
Tracked Surveys	February 2020, May 2020 & November 2021
Languages	Survey was available in English and Spanish

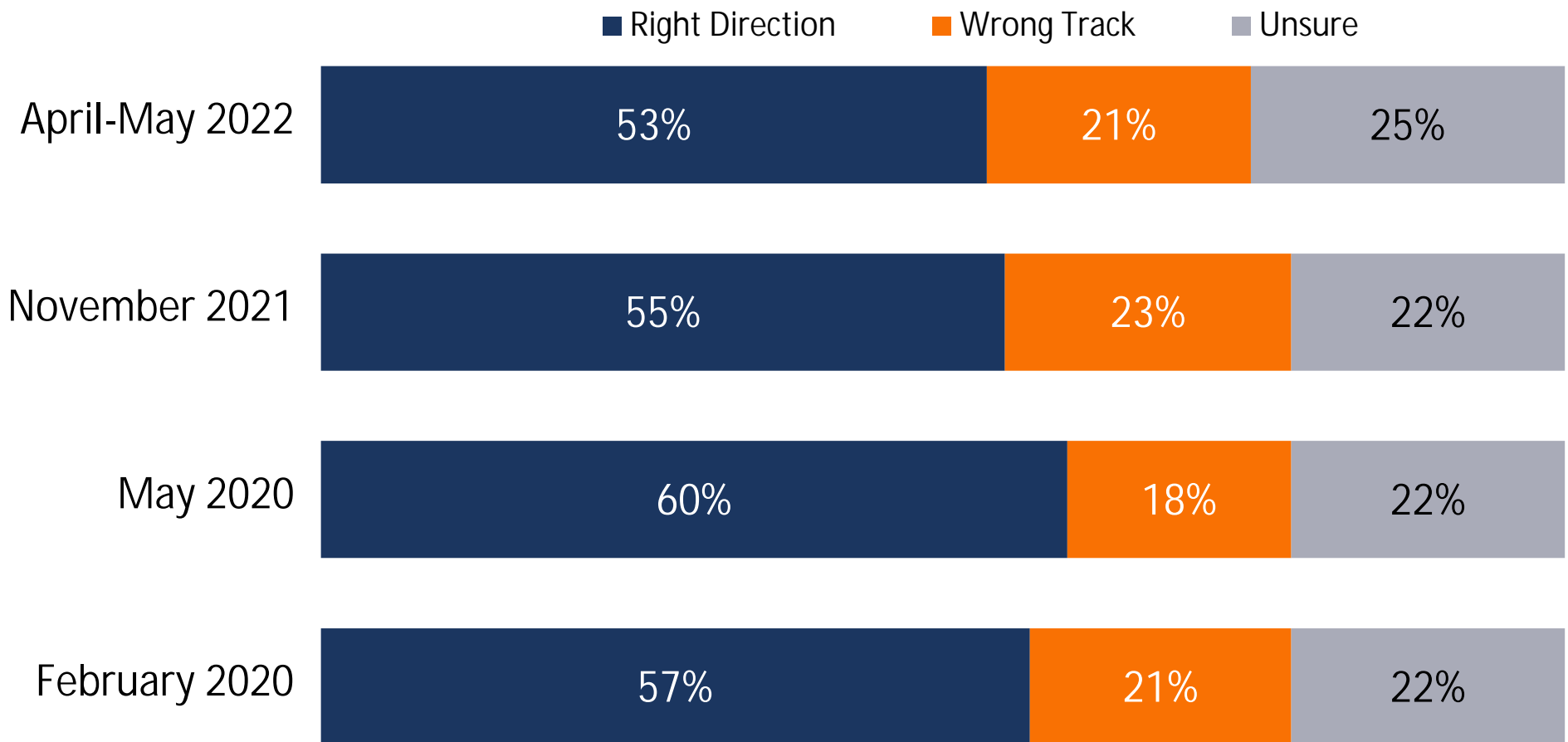
(Note: Not All Results Will Sum to 100% Due to Rounding)



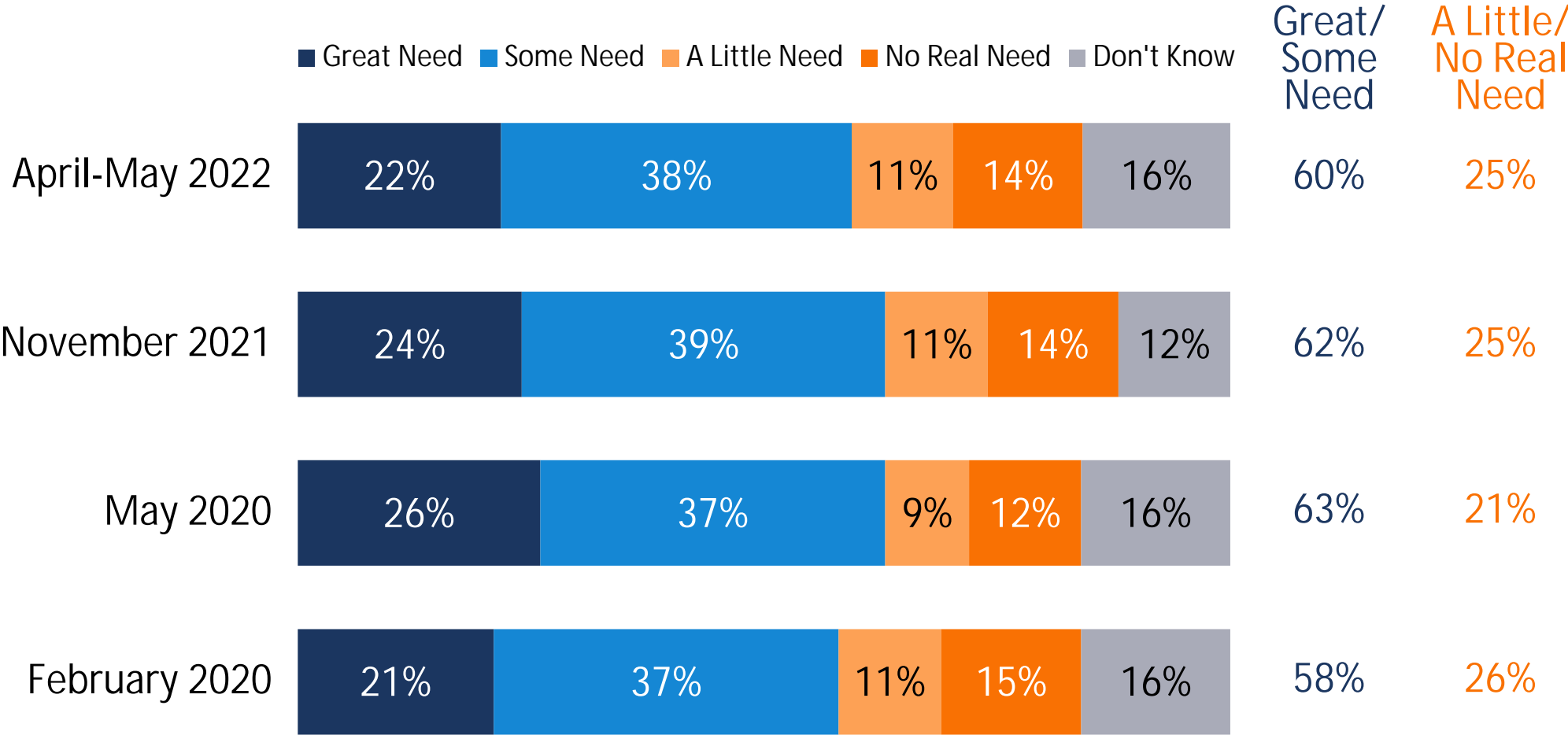
Mood of the Electorate

A slight majority remain optimistic about the direction of the City, similar to November 2021 and slightly down from May 2020.

Would you say that things in the City of Goleta are generally headed in the right direction or do you feel that things are off on the wrong track?



Six-in-ten continue to perceive a great or some need for additional City funds to provide services, though fewer than one-quarter report the need is great.





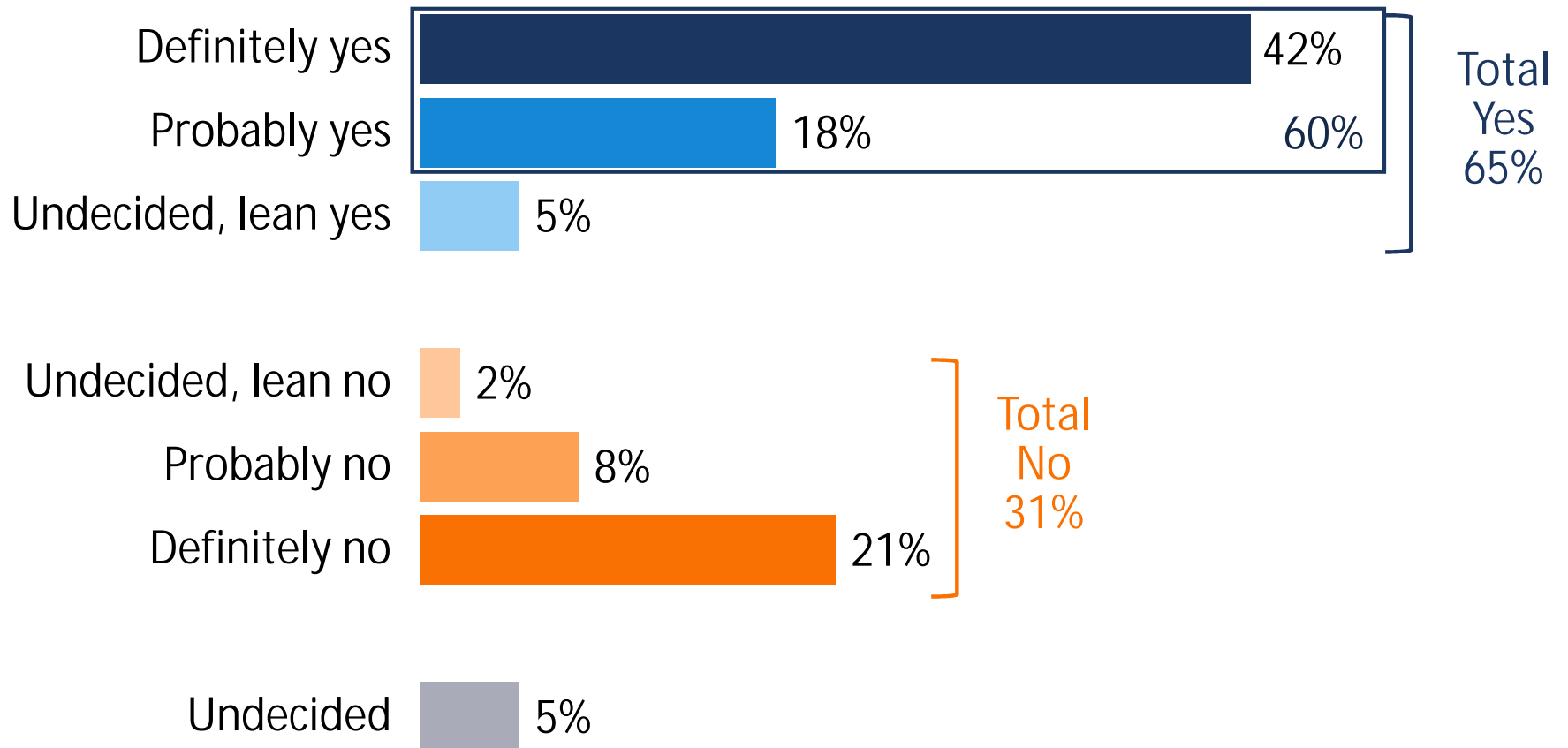
Potential Sales Tax Measure

Potential 75-Word Ballot Measure Summary

(As Approved by Legal Counsel)

To support Goleta's 911 response/crime prevention; clean-up trash in creeks to maintain coastal waters; address homelessness, fire risks from illegal encampments; maintain public safety, clean/maintain public areas; repair streets/potholes; increase recycled water use for parks; retain local businesses/jobs; maintain open spaces/natural areas and for general government use; shall a measure be adopted establishing a 1¢ sales tax providing approximately \$9,000,000 annually until ended by voters, requiring public spending disclosure?

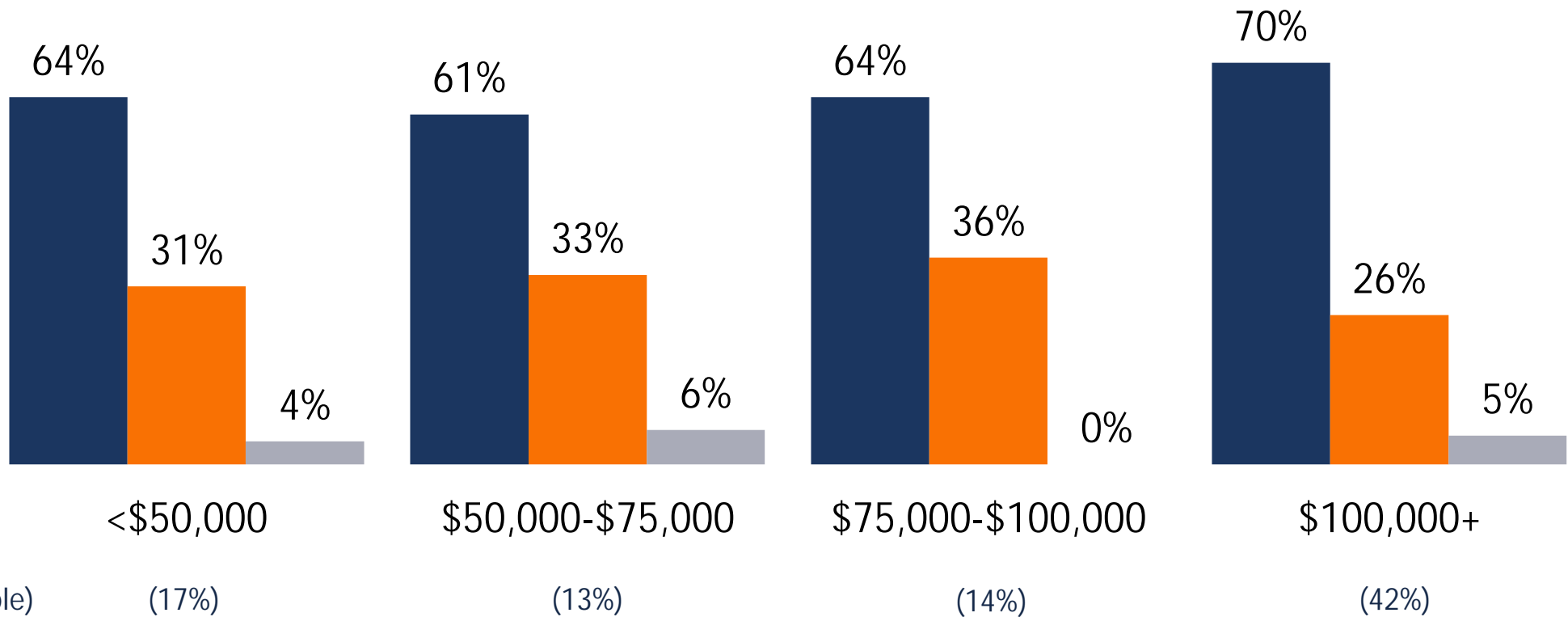
Almost two-thirds initially would vote yes on the measure, with slightly more than four-in-ten having said they would definitely vote yes.



High percentages support the measure regardless of household income.

Initial Vote on a 1¢ Sales Tax by Household Income

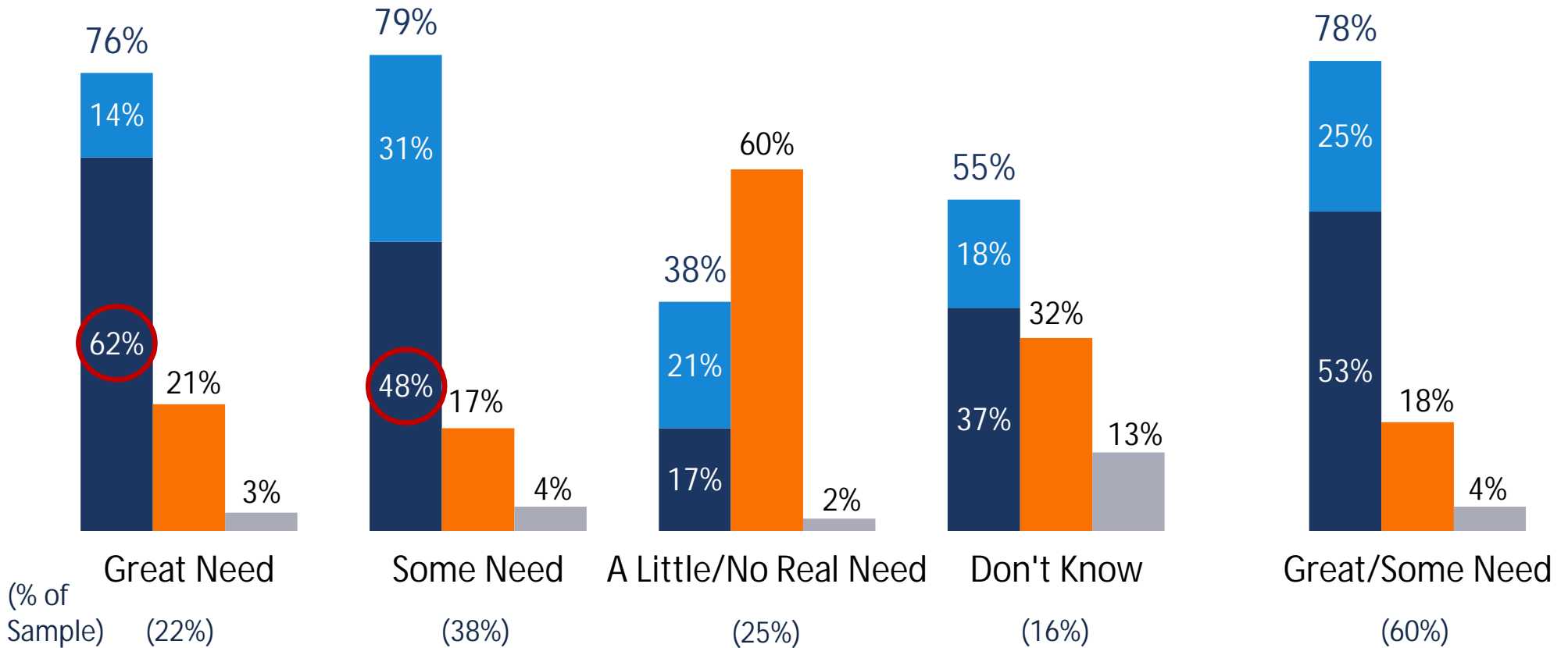
■ Total Yes ■ Total No ■ Undecided



The more one perceives there is a need for additional funds, the more likely they are to vote yes.

Initial Vote on a 1¢ Sales Tax by Perceived City's Need for Additional Funding

■ Def. Yes ■ Prob./Undec., Lean Yes ■ Total No ■ Undecided





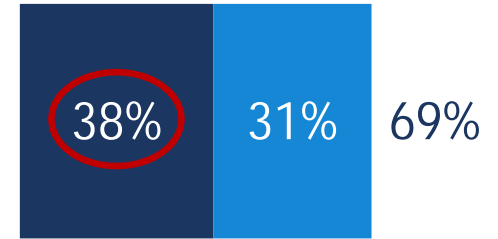
Impact of Educational and Critical Statements

Educational statements about the condition of streets, the aging City infrastructure, and homelessness are top reasons to support the measure.

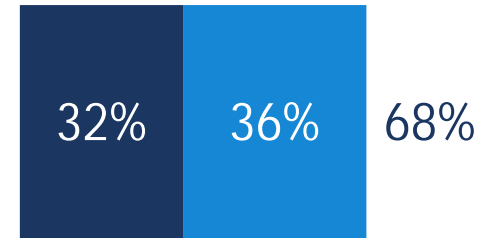
(Ranked by Total More Inclined to Vote Yes)

■ Much More Incl. ■ Smwt. More Incl.

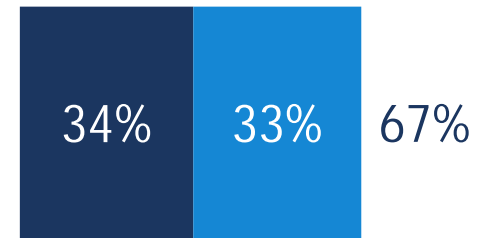
(STREETS) The most recent independent road engineers report rated 2/3 of Goleta's streets and roads as "fair," "poor," or "failed." It is time we fund these essential street and pothole repairs before the problem gets even worse and more expensive to fix.



(INFRASTRUCTURE) When the City of Goleta was incorporated 20 years ago, it inherited many old buildings from the County, including an aging library and a now 94-year-old community center. This measure helps upgrade aging local infrastructure by earthquake retrofitting structurally unsafe buildings and removing mold and asbestos; repairing deteriorating gas and electrical lines, and plumbing, to ensure our buildings remain safe.



(HOMELESS) Homelessness is a serious problem in the southern part of Santa Barbara and Goleta is no exception. This measure helps address homelessness and supports those who are at risk of becoming homeless by connecting them with available non-profit and regional organizations providing emergency shelter, food services, and treatment for mental health and addiction. This will also help keep our neighborhoods, business districts, parks and other public areas clean and safe for everyone.

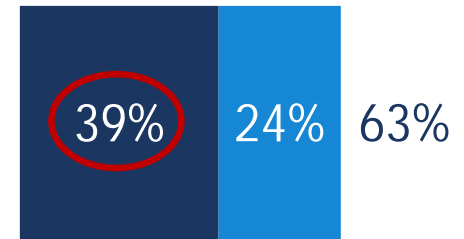


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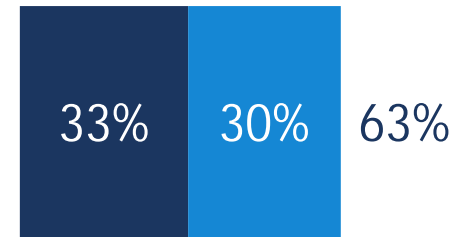
(Ranked by Total More Inclined to Vote Yes)

■ Much More Incl. ■ Smwt. More Incl.

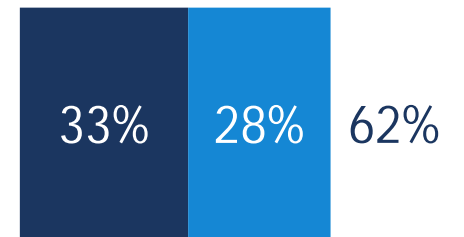
(LOCAL CONTROL-STATE) Goleta has lost millions of dollars from State take-aways. This measure requires that all funds raised stay in Goleta for the essential local services you rely on and not a penny can be taken by Sacramento.



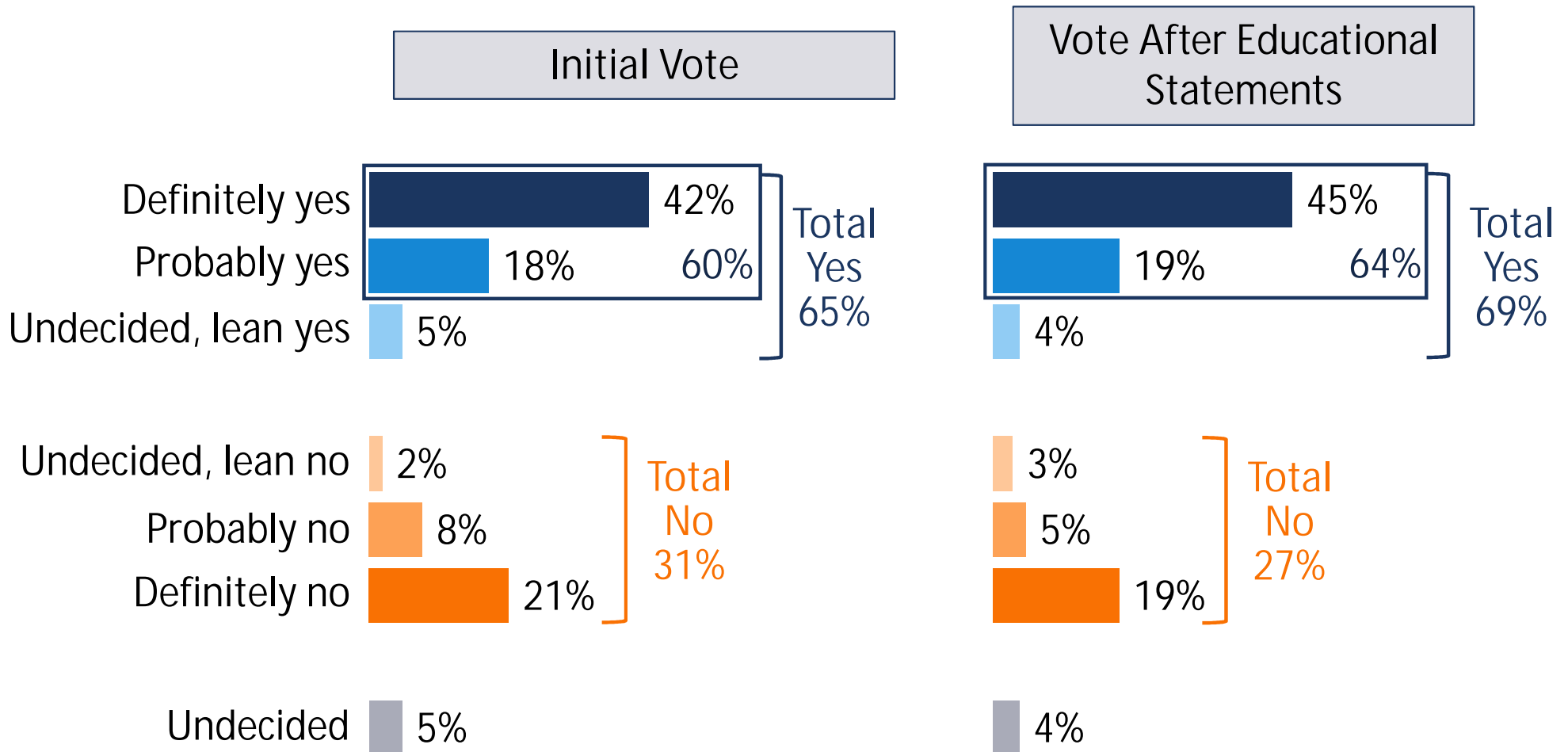
(OUT-OF-TOWNERS) More than 40% of this sales tax will be paid by people who do not live here in Goleta. This measure will capture millions of dollars paid by visitors and commuters from Ventura County, northern Santa Barbara County, Isla Vista and the City of Santa Barbara who visit Goleta to work or shop so that they can contribute to maintaining our local roads and keeping our community safe.



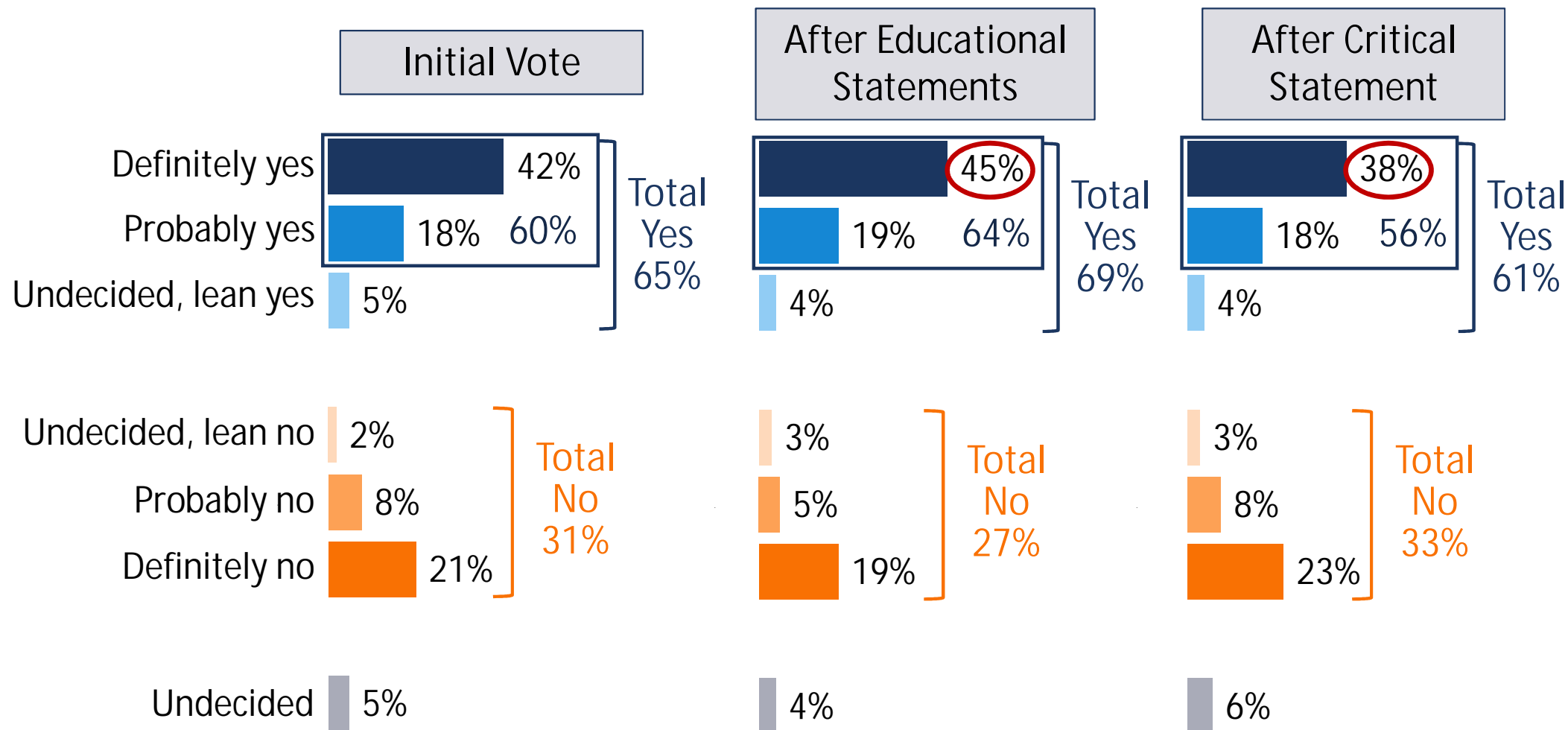
(ACCOUNTABILITY) This measure includes tough accountability provisions such as public disclosure of all spending, annual independent financial audits and local control of all funds. These fiscal safeguards will also ensure that funds from this measure will be used efficiently, effectively and as promised.



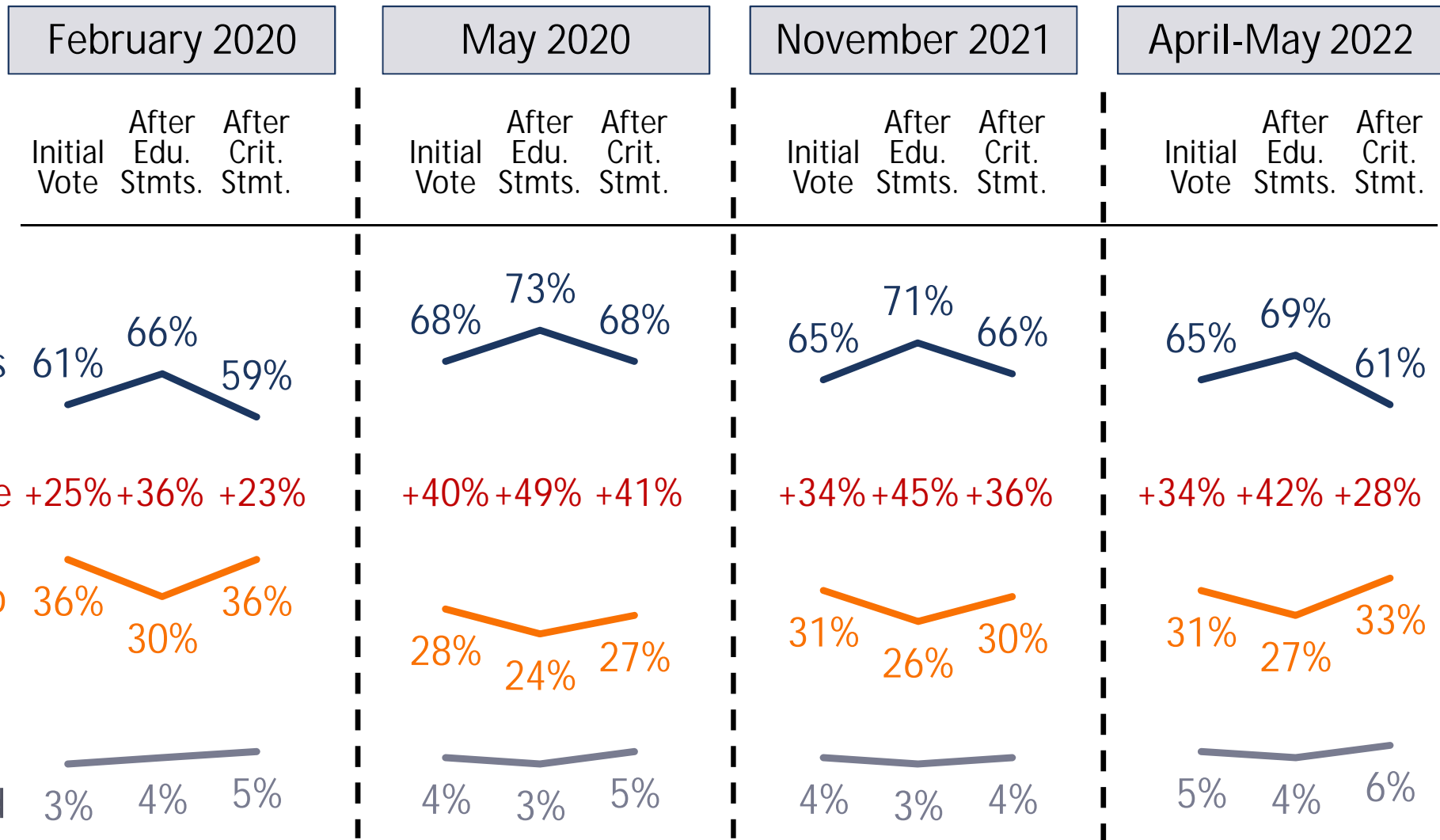
After education, overall support increases four percentage points, from 65 to 69 percent, with those saying they would definitely vote yes increasing a modest three percentage points, from 42 to 45 percent.



After hearing critical statements, slightly more than six-in-ten support the measure, above the required threshold and the margin of error, with close to four-in-ten saying they would “definitely vote yes.”



Vote Progression: February 2020 vs. May 2020 vs. November 2021 vs. April/May 2022





Conclusions

Conclusions

- A one-cent general purpose sales tax measure continues to appear to be viable based on reactions to the ballot summary tested.
- Roughly six-in-ten continue to perceive the City has a great or some need for additional funds to provide the services residents need and want, but the percentage identifying a great need for additional funds remains modest.
- Learning about the need to repair streets, aging and deteriorating City infrastructure, what the City could do to help address homelessness and that funds raised by this measure would be controlled locally are among the most compelling reasons to support it.



City of Goleta 2022 Community Priorities/ Budget Follow-Up Survey



OPINION
RESEARCH
& STRATEGY

ATTACHMENT 2

April 2022 Polling Questions



CITY OF GOLETA COMMUNITY PRIORITIES/BUDGET 2022 FOLLOW-UP
SURVEY
220-6392
A/B SPLITS
FINAL DRAFT
MARGIN OF SAMPLING ERROR ±X.X% (95% CONFIDENCE LEVEL)
CONSULTANT DRAFT -- NOT FOR PUBLICATION. CA GOV'T CODE 6254.

Hello, I'm calling from _____, a public opinion research company. **(IF RESPONDENT REPLIES IN SPANISH, FOLLOW THE ESTABLISHED PROCEDURE FOR HANDING OFF TO AN INTERVIEWER WHO SPEAKS SPANISH.)** I am not trying to sell you anything or ask for a donation of any kind. We are conducting a public opinion survey about issues that may concern residents of the City of Goleta (**go-LEE-ta**). May I speak with _____? **(MUST SPEAK WITH VOTER LISTED. VERIFY VOTER LIVES AT THE ADDRESS LISTED -- OTHERWISE TERMINATE.)**

A. Before we begin, I need to know if I have reached you on a cell phone, and if so, are you in a place where you can talk safely without endangering yourself or others?

- Yes, cell and can talk safely----- 1
- Yes, cell but cannot talk safely ----- **TERMINATE**
- No, not on cell----- 2
- (DON'T READ) DK/NA/REFUSED----- TERMINATE**

1. **(T)** Ok, let's begin. Would you say that things in the City of Goleta (**go-LEE-ta**) are generally headed in the right direction or do you feel that things are off on the wrong track?

- Right direction----- 1
- Wrong track----- 2
- (DON'T READ) DK/NA/REFUSED----- 3**

2. **(T)** Now, in your personal opinion, do you think the City of Goleta (**go-LEE-ta**) has a great need for additional funding, some need, a little need or no real need for additional funds to provide the level of City services that Goleta (**go-LEE-ta**) residents need and want?

- Great need----- 1
- Some need----- 2
- A little need----- 3
- No real need ----- 4
- (DON'T READ) DK/NA ----- 5**

3. I'd now like to ask you about a potential local measure which may appear on an upcoming City of Goleta (**go-LEE-ta**) ballot, which may read as follows:

“To support Goleta’s (**go-LEE-ta’s**) 9-1-1 response (**and**) crime prevention; clean-up trash in creeks to maintain coastal waters; address homelessness (**and**) fire risks from illegal encampments; maintain public safety, clean (**and**) maintain public areas; repair streets (**and**) potholes; increase recycled water use for parks; retain local businesses (**and**) jobs; maintain open spaces/natural areas and for general government use; shall a measure be adopted establishing a 1¢ (**one-cent**) sales tax providing approximately \$9,000,000 (**nine million dollars**) annually until ended by voters, requiring public spending disclosure?”

Based on this description, would you vote yes in favor of the measure or no to oppose it? **(IF YES/NO, ASK: “Is that definitely or just probably YES/NO?”)** **(IF UNDECIDED, DON'T KNOW, NO ANSWER, ASK: “Do you lean toward voting yes or no?”)**

- Definitely yes----- 1
- Probably yes----- 2
- Undecided, lean yes----- 3
- Undecided, lean no----- 4
- Probably no----- 5
- Definitely no----- 6
- (DON'T READ) DK/NA----- 7**

4. Now, I am going to read you some statements from people who may support this potential Goleta (**go-LEE-ta**) ballot measure. After hearing each statement, please tell me if this makes you more inclined to vote Yes on this measure. If you do not believe the statement, or if it has no effect on your thinking one way or the other, please tell me that instead. **(IF MORE INCLINED, ASK: Is that much more or just somewhat?) (RANDOMIZE) (DON'T READ LESS INCLINED OR DK/NA)**

MUCH	SMWT				TOTAL
MORE	MORE	(LESS	DON'T	NO	MORE
INCL	INCL	INCL)	BELIEVE	EFFECT	(DK/NA)
					INCL

(ASK ALL RESPONDENTS)

[]a. **(T) (ACCOUNTABILITY)** This measure includes tough accountability provisions such as public disclosure of all spending, annual independent financial audits and local control of all funds. These fiscal safeguards will also ensure that funds from this measure will be used efficiently, effectively and as promised. -----1-----2----- 3 -----4-----5----- 6

<u>MUCH</u>	<u>SMWT</u>					<u>TOTAL</u>
<u>MORE</u>	<u>MORE</u>	<u>(LESS</u>	<u>DON'T</u>	<u>NO</u>		<u>MORE</u>
<u>INCL</u>	<u>INCL</u>	<u>INCL)</u>	<u>BELIEVE</u>	<u>EFFECT</u>	<u>(DK/NA)</u>	<u>INCL</u>

(ASK ALL RESPONDENTS CONTINUED)

[]b. **(PT) (OUT-OF-TOWNERS)** More than forty percent of this sales tax will be paid by people who do not live here in Goleta (**go-LEE-ta**). This measure will capture millions of dollars paid by visitors and commuters from Ventura County, northern Santa Barbara County, Isla Vista (**EYE-lah Vih-stah**) and the City of Santa Barbara who visit Goleta (**go-LEE-ta**) to work or shop so that they can contribute to maintaining our local roads and keeping our community safe. -----1-----2-----3-----4-----5----- 6

[]c. **(T) (LOCAL CONTROL-STATE)** Goleta (**go-LEE-ta**) has lost millions of dollars from State take-aways. This measure requires that all funds raised stay in Goleta (**go-LEE-ta**) for the essential local services you rely on and not a penny can be taken by Sacramento. -----1-----2-----3-----4-----5----- 6

[]d. **(T) (STREETS)** The most recent independent road engineers report rated two-thirds of Goleta's (**go-LEE-ta's**) streets and roads as "fair," "poor," or "failed." It is time we fund these essential street and pothole repairs before the problem gets even worse and more expensive to fix. -----1-----2-----3-----4-----5----- 6

<u>MUCH</u>	<u>SMWT</u>				<u>TOTAL</u>
<u>MORE</u>	<u>MORE</u>	<u>(LESS</u>	<u>DON'T</u>	<u>NO</u>	<u>MORE</u>
<u>INCL</u>	<u>INCL</u>	<u>INCL)</u>	<u>BELIEVE</u>	<u>EFFECT</u>	<u>(DK/NA)</u>
					<u>INCL</u>

(ASK ALL RESPONDENTS CONTINUED)

[]e. **(T) (HOMELESS)** Homelessness is a serious problem in the southern part of Santa Barbara and Goleta (**go-LEE-ta**) is no exception. This measure helps address homelessness and supports those who are at risk of becoming homeless by connecting them with available non-profit and regional organizations providing emergency shelter, food services, and treatment for mental health and addiction. This will also help keep our neighborhoods, business districts, parks and other public areas clean and safe for everyone. -----1-----2-----3-----4-----5----- 6

[]f. **(T) (INFRASTRUCTURE)** When the City of Goleta (**go-LEE-ta**) was incorporated twenty years ago, it inherited many old buildings from the County, including an aging library and a now 94-year-old community center. This measure helps upgrade aging local infrastructure by earthquake retrofitting structurally unsafe buildings and removing mold and asbestos; repairing deteriorating gas and electrical lines, and plumbing, to ensure our buildings remain safe. -----1-----2-----3-----4-----5----- 6

(RESUME ASKING ALL RESPONDENTS)

5. Now that you have heard more about it, let me ask you again about a potential local measure which may appear on an upcoming City of Goleta (**go-LEE-ta**) ballot, which may read as follows:

“To support Goleta’s (**go-LEE-ta’s**) 9-1-1 response (**and**) crime prevention; clean-up trash in creeks to maintain coastal waters; address homelessness (**and**) fire risks from illegal encampments; maintain public safety, clean (**and**) maintain public areas; repair streets (**and**) potholes; increase recycled water use for parks; retain local businesses (**and**) jobs; maintain open spaces/natural areas and for general government use; shall a measure be adopted establishing a 1¢ (**one-cent**) sales tax providing approximately \$9,000,000 (**nine million dollars**) annually until ended by voters, requiring public spending disclosure?”

Based on this description, would you vote yes in favor of the measure or no to oppose it? **(IF YES/NO, ASK: “Is that definitely or just probably?”)** **(IF UNDECIDED, ASK: “What are you leaning towards, voting YES, or voting NO?”)**

- Definitely yes----- 1
- Probably yes----- 2
- Undecided, lean yes----- 3
- Undecided, lean no----- 4
- Probably no----- 5
- Definitely no----- 6
- (DON'T READ) DK/NA----- 7**

6. I am now going to read some statements made by people who may oppose the proposed measure we have been discussing. After hearing each statement, please tell me if it makes you more inclined to vote no to oppose such a measure. If you do not believe the statement, or if it has no effect on your thinking one way or the other, please tell me that instead. **(IF MORE INCLINED, ASK: Is that much more or just somewhat?) (RANDOMIZE) (DON'T READ LESS INCLINED OR DK/NA)**

MUCH	SMWT				TOTAL
MORE	MORE	(LESS	DON'T	NO	MORE
INCL	INCL	INCL)	BELIEVE	EFFECT	(DK/NA)
					INCL

(ASK ALL RESPONDENTS)

[]a. **(ECONOMY/CPI)** With the cost of living and gas prices sky high and getting worse, this is not the time to raise our taxes even further.-----1-----2----- 3-----4-----5----- 6

[]b. **(REGRESSIVE)** The poor and middle class spend a bigger percentage of their income than the wealthy on the types of goods subject to sales tax. We need to say no to a tax that places the burden on the shoulders of poor and middle-class residents.-----1-----2----- 3-----4-----5----- 6

MUCH MORE <u>INCL</u>	SMWT MORE <u>INCL</u>	(LESS INCL)	DON'T BELIEVE	NO EFFECT	(DK/NA)	TOTAL MORE <u>INCL</u>
-----------------------------	-----------------------------	----------------	------------------	--------------	---------	------------------------------

[]c. (BUSINESS) COVID restrictions have already pushed many local businesses to slash hours or even close. The last thing we need to do is drive up prices with a sales tax, hurting small businesses just as we start to recover. -----1-----2-----3-----4-----5----- 6

(ASK SPLIT SAMPLE A ONLY)

[]d. (NOT NEEDED) The City has the money if you consider that it has \$10 million (ten million dollars) in reserves, it received \$5 million (five million dollars) from the federal COVID recovery package, and collects significant tax revenue from Costco, Target, Home Depot and other national retail stores in Goleta. -----1-----2-----3-----4-----5----- 6

(ASK SPLIT SAMPLE B ONLY)

[]e. (WASTE) If the City just cut waste and inefficiency and overly generous executive salaries, benefits and pensions, rather than spending millions on unnecessary projects, like purchasing City Hall for \$11 million (11 million dollars), there would be no need to raise the sales tax. -----1-----2-----3-----4-----5----- 6

(RESUME ASKING ALL RESPONDENTS)

7. Now that you know more, I would like to ask you one last time about a potential local measure which may appear on an upcoming City of Goleta (**go-LEE-ta**) ballot, which may read as follows:

“To support Goleta’s (**go-LEE-ta’s**) 9-1-1 response (**and**) crime prevention; clean-up trash in creeks to maintain coastal waters; address homelessness (**and**) fire risks from illegal encampments; maintain public safety, clean (**and**) maintain public areas; repair streets (**and**) potholes; increase recycled water use for parks; retain local businesses (**and**) jobs; maintain open spaces/natural areas and for general government use; shall a measure be adopted establishing a 1¢ (**one-cent**) sales tax providing approximately \$9,000,000 (**nine million dollars**) annually until ended by voters, requiring public spending disclosure?”

Based on this description, would you vote yes in favor of the measure or no to oppose it? **(IF YES/NO, ASK: “Is that definitely or just probably?”)** **(IF UNDECIDED, ASK: “What are you leaning towards, voting YES, or voting NO?”)**

- Definitely yes ----- 1
- Probably yes ----- 2
- Undecided, lean yes ----- 3
- Undecided, lean no ----- 4
- Probably no ----- 5
- Definitely no ----- 6
- (DON'T READ) DK/NA ----- 7**

THE FOLLOWING ARE MY FINAL QUESTIONS, WHICH ARE JUST FOR CLASSIFICATION PURPOSES.

8. **(T)** Please stop me when I come to the category that best describes the ethnic or racial group with which you identify yourself. Is it...? **(READ RESPONSE CHOICES)**

- Latino or Hispanic ----- 1
- African American or Black ----- 2
- Asian or Pacific Islander ----- 3
- Caucasian or White ----- 4
- Two or more races or ethnicities, or ----- 5
- Some other race or ethnicity (**SPECIFY: _____**) ----- 6
- (DON'T READ) NA/REFUSED ----- 7**

9. (T) I don't need to know the exact amount but I'm going to read you some categories for household income. Would you please stop me when I have read the category indicating the total combined income for all the people in your household before taxes in 2021?

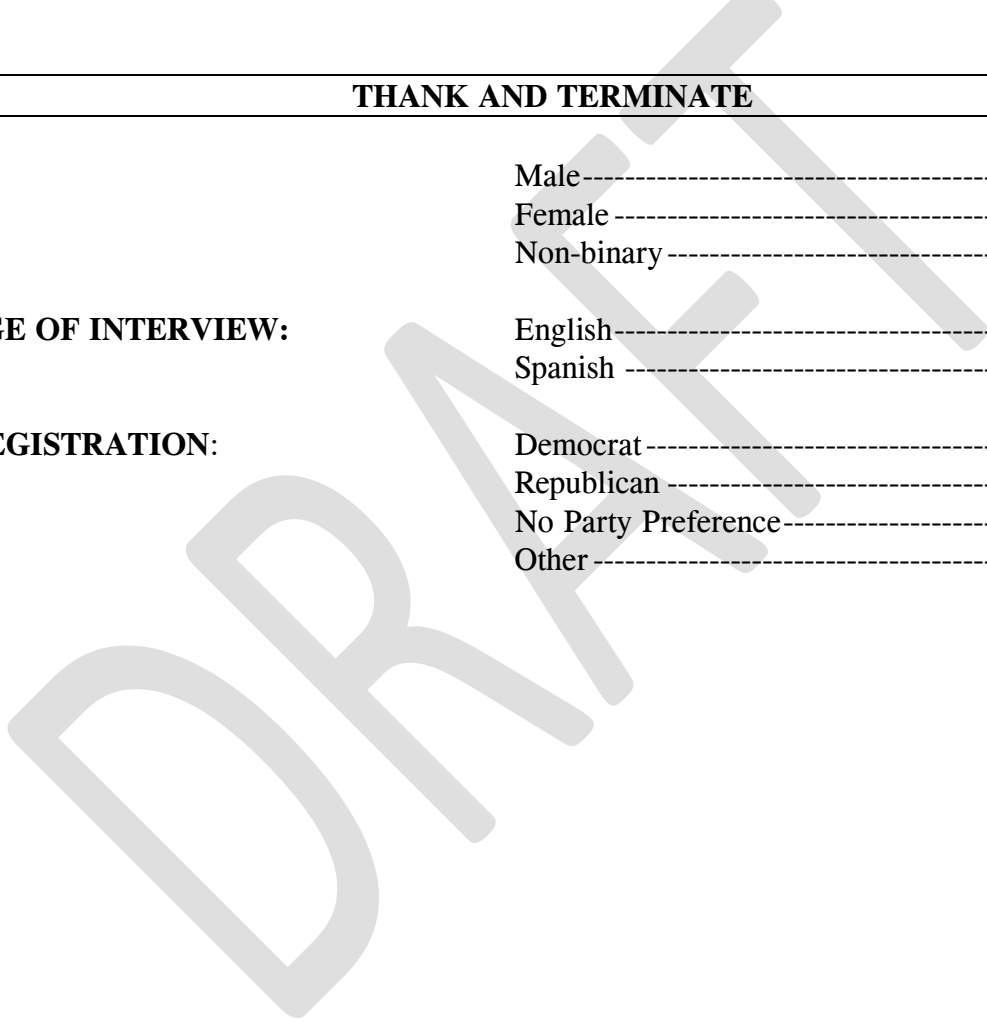
- \$30,000 and under----- 1
- \$30,001 - \$50,000 ----- 2
- \$50,001 - \$75,000 ----- 3
- \$75,001 - \$100,000----- 4
- \$100,001 - \$125,000 ----- 5
- More than \$125,000----- 6
- (DON'T READ) Refused/DK/NA ----- 7

THANK AND TERMINATE

- GENDER:**
- Male----- 1
 - Female ----- 2
 - Non-binary ----- 3

- LANGUAGE OF INTERVIEW:**
- English----- 1
 - Spanish ----- 2

- PARTY REGISTRATION:**
- Democrat ----- 1
 - Republican ----- 2
 - No Party Preference ----- 3
 - Other ----- 4



FLAGS

P14----- 1
 G14----- 2
 P16----- 3
 G16----- 4
 P18----- 5
 G18----- 6
 P20----- 7
 G20----- 8
 R21----- 9
 BLANK----- 10

VOTE BY MAIL

1----- 1
 2----- 2
 3+----- 3
 BLANK----- 4

PERMANENT ABSENTEE

Yes----- 1
 No----- 2

HOUSEHOLD PARTY TYPE

D1----- 1
 D2+----- 2
 R1----- 3
 R2+----- 4
 I1+----- 5
 Mixed----- 6

AGE

18-24----- 1
 25-29----- 2
 30-34----- 3
 35-39----- 4
 40-44----- 5
 45-49----- 6
 50-54----- 7
 55-59----- 8
 60-64----- 9
 65-74----- 10
 75+----- 11

A/B SPLIT SAMPLE

Split A----- 1
 Split B----- 2

COMPLETED BASELINE SURVEY

Phone----- 1
 Online----- 2

MODE OF INTERVIEW

Phone----- 1
 Online----- 2

MODE OF CONTACT

Email----- 1
 Phone----- 2
 Text----- 3

DATE OF INTERVIEW

April 21----- 1
 April 22----- 2
 April 23----- 3
 April 24----- 4
 April 25----- 5
 April 26----- 6
 April 27----- 7
 April 28----- 8
 April 29----- 9
 April 30----- 10

ATTACHMENT 3

Props and Measures Amendment No. 3

**AMENDMENT NO. 3
TO A CONTRACT FOR PROFESSIONAL
SERVICES BETWEEN THE CITY OF GOLETA
AND TERRIS BARNES WALTERS BOIGON
HEATH LESTER, INC.
DBA PROPS AND MEASURES**

This **Amendment No. 3** to a contract for Professional Services by and between the **City of Goleta**, a municipal corporation ("City") and **Terris Barnes Walter Boigon Heath Lester, Inc. dba Props and Measures**, ("Consultant") dated June 21, 2021 ("Agreement," Agreement No. 2021-047) is made this 7th day of June 2022.

SECTION A. RECITALS

1. This Agreement is for provision of strategic support and expertise in public outreach consulting services to assist the city in performing public outreach and was authorized on June 21, 2021 in the amount of \$45,000; and
2. The Agreement between City and Consultant was amended by Amendment No. 1 on January 18, 2022, that provided Section 3 of Subsection (a) for a total compensation amount not to exceed \$76,000; and
3. The Agreement between City and Consultant was Amended by Amendment No. 2 on April 19, 2022, that provided Section 3 of Subsection (a) for a total compensation amount not to exceed \$116,000; and
4. The parties desire to amend the Agreement so as to provide for additional compensation in the amount of thirty thousand dollars (\$30,000) for continued services; and
5. The City Council approved this Amendment No. 3, on this 7th day of June 2022.

SECTION B. AMENDED TERMS

Now therefore City and Consultant agree as follows that the Agreement be, and hereby is, amended as follows:

1. **Subsection (a) of Section 3. COMPENSATION AND PAYMENT** of the Agreement is amended to add an additional authorized amount of \$30,000 and to read in its entirety:

(a) Maximum and Rate. The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT **SHALL NOT EXCEED** the sum of \$146,000 (herein "not-to-exceed amount") and shall be earned as the work progresses.

2. Except as otherwise specifically provided herein, all other provisions of the Agreement shall remain in full force and effect.

In concurrence and witness whereof, this Amendment No.3 has been executed by the parties effective on the date and year first above written.

CITY OF GOLETA

CONSULTANT

Michelle Greene, City Manager

Jared Boigon, Partner CEO

ATTEST:

Deborah Lopez, City Clerk

David Tick, CFO

APPROVED AS TO FORM:
MEGAN GARIBALDI, CITY ATTORNEY

DocuSigned by:


Winnie Cai, Assistant City Attorney

ATTACHMENT 4

Props and Measures Agreement No. 2021-47
and Amendments No. 1 and No. 2

Project Name: Professional Outreach Services

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF GOLETA
AND TERRIS BARNES WALTERS BOIGON
HEATH LESTER, INC.
DBA PROPS AND MEASURES**

This AGREEMENT FOR PROFESSIONAL SERVICES (herein referred to as "AGREEMENT") is made and entered into this 21st day of June, 2021, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and **TERRIS BARNES WALTERS BOIGON HEATH LESTER, INC. dba PROPS AND MEASURES**, a California Corporation (herein referred to as "CONSULTANT").

WHEREAS, the CITY has a need for professional public outreach consulting services to assist the City in performing public outreach; and

WHEREAS, the CITY does not have the personnel available to perform the services required under this AGREEMENT, and therefore, the CITY desires to contract for professional services to accomplish this work; and

WHEREAS, the CONSULTANT was selected based on expertise and is capable of providing the services agreed to herein and are sufficiently familiar with the needs of the CITY; and

WHEREAS, the City Manager approved this AGREEMENT pursuant to Goleta Municipal Code section 3.05.070.

CITY and CONSULTANT agree as follows:

1. RETENTION AS CONSULTANT

CITY hereby retains CONSULTANT, and CONSULTANT hereby accepts such engagement, to perform the services described in Section 2. CONSULTANT warrants it has the qualifications, experience, and facilities to properly and timely perform said services.

2. DESCRIPTION OF SERVICES

The services to be performed by CONSULTANT are as follows:

Professional public outreach services in conjunction with developing outreach materials, as more particularly set forth in the Scope of Work, attached as Exhibit "A," and incorporated herein.

CONSULTANT shall deliver to CITY the deliverables defined in Exhibit "A."

3. COMPENSATION AND PAYMENT

(a) Maximum and Rate. The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT **SHALL NOT EXCEED** the sum of \$45,000 (herein "not to exceed amount"), and shall be earned as the work progresses on the following basis:

The CONTRACTOR shall submit invoices monthly describing the services performed, the date services were performed, a description of reimbursable costs, and any other information requested by the CITY as set forth in CONSULTANT's Schedule of Compensation marked Exhibit "B," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until November 1, 2022, after which any change in said rates and expenses must be approved in writing by CITY's Project Manager as described in Section 5 (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

(b) Payment. CONSULTANT shall provide CITY with written verification of the actual compensation earned, which written verification shall be in a form satisfactory to CITY's Project Manager, as described in Section 5. Invoices shall be made no more frequently than on a monthly basis, and describe the work performed. All payments shall be made within 30 days after CITY's approval of the invoice.

4. EXTRA SERVICES

CITY shall pay CONSULTANT for those CITY authorized extra services, not reasonably included within the services described in Section 2, as mutually agreed to writing in advance of the incurrence of extra services by CONSULTANT. Unless CITY and CONSULTANT have agreed in writing before the performance of extra services, no liability and no right to claim compensation for such extra services or expenses shall exist. The applicable hourly rates for extra services shall be at the hourly rates set forth in Exhibit "B". Any compensation for extra services shall be part of the total compensation and shall not increase the not to exceed amount identified in Section 3.

5. CITY PROJECT MANAGER AND SERVICES BY CITY

The services to be performed by CONSULTANT shall be accomplished under the general direction of, and coordinate with, CITY's "Project Manager", as that staff person is designated by CITY from time to time, and who presently is Ryan Kintz. Project Manager shall have the authority to act on behalf of the CITY in administering this AGREEMENT but shall not be authorized to extend the term of the AGREEMENT or increase the not to exceed amount.

6. TERM, PROGRESS AND COMPLETION

The term of this AGREEMENT is from the date first written above to November 1, 2022, unless term of this AGREEMENT is extended, or the AGREEMENT is terminated as provided for herein.

CONSULTANT shall not commence work on the services to be performed until (i) CONSULTANT furnishes proof of insurance as required by Section 10 below, and (ii) CITY gives written authorization to proceed with the work provided by CITY's Project Manager.

7. OWNERSHIP OF DOCUMENTS

All drawings, designs, data, photographs, reports and other documentation (other than CONSULTANT's drafts, notes and internal memorandum), including duplication of same prepared by CONSULTANT in the performance of these services, are the property of CITY. CITY shall be entitled to immediate possession of the same upon completion of the work under this AGREEMENT, or at any earlier or later time when requested by CITY. CITY agrees to hold CONSULTANT harmless from all damages, claims, expenses, and losses arising out of any reuse of the plans and specifications for purposes other than those described in this AGREEMENT, unless written authorization of CONSULTANT is first obtained.

8. PERSONAL SERVICES/NO ASSIGNMENT/SUBCONTRACTOR

This AGREEMENT is for professional services which are personal to CITY. PROPS AND MEASURES and subcontractor TERRAIN CONSULTING is deemed to be specially experienced and is a key member of CONSULTANT's firm, and shall be directly involved in the performance of this work. This key person shall communicate with, and periodically report to, CITY on the progress of the work. Should any such individual be removed from assisting in this contracted work for any reason, CITY may terminate this AGREEMENT. This AGREEMENT may not be assigned or subcontracted without the City Manager's prior written consent.

9. HOLD HARMLESS AND INDEMNITY

(a) Hold Harmless for CONSULTANT's Damages. CONSULTANT holds CITY, its elected officials, officers, agents, and employees, harmless from all of CONSULTANT's claims, demands, lawsuits, judgments, damages, losses, injuries or liability to CONSULTANT, to CONSULTANT's employees, to CONSULTANT's contractors or subcontractors, or to the owners of CONSULTANT's firm, which damages, losses, injuries or liability occur during the work required under this AGREEMENT, or occur while CONSULTANT is on CITY property, or which are connected, directly or indirectly, with CONSULTANT's performance of any activity or work required under this AGREEMENT. Notwithstanding the above, the CONSULTANT is not responsible for the accuracy and completeness of the data provided by the CITY.

(b) Defense and Indemnity of Third Party Claims/Liability. CONSULTANT shall investigate, defend, and indemnify CITY, its elected officials, officers, agents, and employees, from any claims, lawsuits, demands, judgments, and all liability including, but not limited to, monetary or property damage, lost profit, personal injury, wrongful death, general liability, automobile, infringement of copyright/patent/trademark, or professional errors and omissions arising out of, directly or indirectly, an error, negligence, or omission of CONSULTANT or any of CONSULTANT's officers, agents, employees, representatives, subconsultants, or subcontractors, or the willful misconduct of CONSULTANT or any of CONSULTANT's officers, agents, employees, representatives, subconsultants, or subcontractors, in performing the services described in, or normally associated with, this type of contracted work. The duty to defend shall include any suits or actions concerning any activity, product or work required under this AGREEMENT, and also include the payment of all court costs, attorney fees, expert witness costs, investigation costs, claims adjusting costs and any other costs required for and related thereto.

(c) No Waiver. CITY does not waive, nor shall be deemed to have waived, any indemnity, defense or hold harmless rights under this section because of the acceptance by CITY, or the deposit with CITY, of any insurance certificates or policies described in Section 10.

10. INSURANCE

CONSULTANT shall, at CONSULTANT's sole cost and expense, provide insurance as described herein. All insurance is to be placed with insurers authorized to do business in the State of California with an A.M. Best and Company rating of A- or better, Class VII or better, or as otherwise approved by CITY.

Insurance shall include the following (or broader) coverage:

- a) Professional liability insurance that covers the services to be performed in connection with this agreement, in the minimum amount of \$1,000,000 per claim.

Liability insurance policies required to be provided by CONSULTANT hereunder shall contain or be endorsed to contain the following provisions:

- a) Professional liability insurance policies inception date, continuity date, or retroactive date must be before the effective date of this agreement. CONSULTANT agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.
- b) Liability coverage shall be primary and non-contributing with any insurance maintained by CITY.

- c) Evidence of coverage (including the workers' compensation and employer's liability policies) shall provide that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after 30 days' prior written notice has been given to CITY. Such provision shall not include any limitation of liability of the insurer for failure to provide such notice.
- d) No liability insurance coverage provided to comply with this AGREEMENT shall prohibit CONSULTANT, or CONSULTANT's employees, or agents, from waiving the right of recovery prior to a loss. CONSULTANT waives its right of recovery against CITY.
- e) CONSULTANT agrees to deposit with CITY within fifteen days of Notice to Proceed of the Contract certificates of insurance and required endorsements.
- f) There shall be no recourse against CITY for payment of premiums or other amounts with respect to the insurance required to be provided by CONSULTANT hereunder. Any failure, actual or alleged, on the part of CITY to monitor compliance with these requirements will not be deemed as a waiver of any rights on the part of CITY. CITY has no additional obligations by virtue of requiring the insurance set forth herein. In the event any policy of insurance required under this AGREEMENT does not comply with these requirements or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONSULTANT or CITY will withhold amounts sufficient to pay premium from CONSULTANT payments.
- g) CONSULTANT agrees to provide immediate notice to CITY of any claim or loss against CONSULTANT arising out of the work performed under this AGREEMENT. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

11. RELATIONSHIP OF CONSULTANT TO CITY

The relationship of the CONSULTANT to CITY shall be that of an independent contractor and that in no event shall CONSULTANT be considered an officer, agent, servant or employee of CITY. CONSULTANT shall be solely responsible for any workers compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the described work.

12. CORRECTIONS

In addition to the above indemnification obligations, CONSULTANT shall correct, at its expense, all errors in the work that may be disclosed during CITY's review of CONSULTANT's report or plans. Should CONSULTANT fail to make such correction in a reasonably timely manner, such correction shall be made by CITY, and the cost thereof shall be charged to CONSULTANT or withheld from any funds due to CONSULTANT hereunder.

13. TERMINATION BY CITY

CITY, by notifying CONSULTANT in writing, may upon 10 calendar days notice, terminate without cause any portion or all of the services agreed to be performed under this AGREEMENT. If termination is for cause, no notice period need be given. In the event of termination, CONSULTANT shall have the right and obligation to immediately assemble work in progress for the purpose of closing out the job. All compensation for actual work performed and charges outstanding at the time of termination shall be payable by CITY to CONSULTANT within 30 days following submission of a final statement by CONSULTANT unless termination is for cause. In such event, CONSULTANT shall be compensated only to the extent required by law.

14. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

The acceptance by CONSULTANT of the final payment made under this AGREEMENT shall operate as and be a release of CITY from all claims and liabilities for compensation to CONSULTANT for anything done, furnished, or relating to CONSULTANT'S work or services. Acceptance of payment shall be any negotiation of CITY's check or the failure to make a written extra compensation claim within 10 calendar days of the receipt of that check. However, approval or payment by CITY shall not constitute, nor be deemed, a release of the responsibility and liability of CONSULTANT, its employees, subcontractors, agents and CONSULTANTS for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by CITY for any defect or error in the work prepared by CONSULTANT, its employees, subcontractors, agents and consultants.

15. AUDIT OF RECORDS

At any time during normal business hours and as often as it may deem necessary, CONSULTANT shall make available to a representative of CITY for examination of all its records with respect to all matters covered by this AGREEMENT and will permit CITY to audit, examine and/or reproduce such records. CONSULTANT will retain such financial records, time sheets, work progress reports, invoices, bills and project records for at least two years after termination or final payment under this AGREEMENT.

16. WAIVER; REMEDIES CUMULATIVE

Failure by a party to insist upon the strict performance of any of the provisions of this AGREEMENT by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this AGREEMENT, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

17. CONFLICT OF INTEREST

CONSULTANT is unaware of any CITY employee or official that has a financial interest in CONSULTANT'S business. During the term of this AGREEMENT and/or as a result of being awarded this AGREEMENT, CONSULTANT shall not offer, encourage or accept any financial interest in CONSULTANT'S business by any CITY employee or official.

18. CONSTRUCTION OF LANGUAGE OF AGREEMENT

The provisions of this AGREEMENT shall be construed as a whole according to its common meaning of purpose of providing a public benefit and not strictly for or against any party. It shall be construed consistent with the provisions hereof, in order to achieve the objectives and purposes of the parties. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neutral genders or vice versa.

19. MITIGATION OF DAMAGES

In all situations arising out of this AGREEMENT, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

20. GOVERNING LAW

This AGREEMENT, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of California. Should litigation occur, venue shall be in Superior Court of Santa Barbara County.

21. NONDISCRIMINATION

CONSULTANT shall not discriminate on the basis of race, color, gender, gender identity/expression, pregnancy, sexual orientation, disability, marital status, or any other characteristic protected under applicable federal or state law.

22. TAXPAYER IDENTIFICATION NUMBER

CONSULTANT shall provide CITY with a complete Request for Taxpayer Identification Number and Certification, Form W-9 (Rev. October 2018), as issued by the Internal Revenue Service.

23. NON-APPROPRIATION OF FUNDS

Payments due and payable to CONSULTANT for current services are within the current budget and within an available, unexhausted and unencumbered appropriation of CITY funds. In the event CITY has not appropriated sufficient funds for payment of CONSULTANT services beyond the current fiscal year, this AGREEMENT shall cover only those costs incurred up to the conclusion of the current fiscal year.

24. MODIFICATION OF AGREEMENT

The tasks described in this AGREEMENT and all other terms of this AGREEMENT may be modified only upon mutual written consent of CITY and CONSULTANT.

25. USE OF THE TERM "CITY"

Reference to "CITY" in this AGREEMENT includes City Manager or any authorized representative acting on behalf of CITY.

26. PERMITS AND LICENSES

CONSULTANT, at its sole expense, shall obtain and maintain during the term of this AGREEMENT, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this AGREEMENT.

27. CAPTIONS

The captions or headings in this AGREEMENT are for convenience only and in no other way define, limit or describe the scope or intent of any provision or section of the AGREEMENT.

28. AUTHORIZATION

Each party has expressly authorized the execution of this AGREEMENT on its behalf and bind said party and its respective administrators, officers, directors, shareholders, divisions, subsidiaries, agents, employees, successors, assigns,

In concurrence and witness whereof, this AGREEMENT has been executed by the parties effective on the date and year first above written.

CITY OF GOLETA

DocuSigned by:
Michelle Greene
DE7CE468308944A...
Michelle Greene, City Manager

CONSULTANT

DocuSigned by:
Jared Boigon
59C41E072464409...
Jared Boigon, Partner/CEO

ATTEST

DocuSigned by:
Deborah Lopez
A3E09F3473CA47E...
Deborah Lopez, City Clerk

DocuSigned by:
David Tick
D4DA9B3689C4486...
David Tick, CFO

APPROVED AS TO FORM:

DocuSigned by:
Winnie Cai
A1BF8F896161498...
Winnie Cai, Assistant City Attorney

**Exhibit A
Scope of Work**

**PROPS AND MEASURES
SCOPE OF WORK AND SERVICES**

Project: City of Goleta Professional Outreach

A. Feasibility Assessment. Props and Measures shall perform any of the following services as needed to assess the electoral feasibility of the Revenue Measure for Client:

- 1) Develop potential Revenue Measure strategies to meet Client's funding needs to be tested in polling;
- 2) Collaborate with Client's pollster to design, conduct and analyze an opinion survey of voters within Client's jurisdiction to assess the electoral feasibility of a Revenue Measure;
- 3) Conduct a demographic analysis of voters within Client's jurisdiction and how they break into key sub-groups by age, ethnicity, political party, length of residency, and other key criteria;
- 4) Analyze past election results in the jurisdiction and region to understand voter turnout trends and other relevant voting patterns;
- 5) Research other local tax proposals that may be heading to an upcoming ballot that could compete with Client's Revenue Measure; and,
- 6) Make a specific recommendation regarding type of revenue measure to pursue, optimal election date, election type (polling place or mail-in), tax rate, tax structure and other important Revenue Measure features to the District.

B. Ballot Measure Development. Prior to Approval of a Revenue Measure by Client's governing body (the term "Approval" meaning the governing body having taken action to adopt a resolution or ordinance calling for an election with respect to the Revenue Measure), TBWBH shall perform the services described in items 1-8 below, as needed, to assist Client in preparing the Revenue Measure for the ballot, and within fourteen (14) days after Approval of a Revenue Measure, TBWBH shall perform the services described in item 9 below, as needed, each of the services to be subject to Client's approval as required by Section 7 below:

- 1) Recommend a final tax type, tax rate, duration and tax structure;
- 2) Recommend the final the list of projects, programs and services to be funded by the measure and prepare messaging that clearly articulates how these programs will benefit from additional revenue provided by the measure;
- 3) Recommend any exemptions and procedures for qualifying for exemptions (e.g. senior exemption applications and process);

- 4) Recommend procedures for the taxpayer accountability protections, including a process for an independent citizens' oversight committee;
- 5) Work with legal counsel to develop a resolution or ordinance calling for the election;
- 6) Work with legal counsel to develop the 75-word ballot question;
- 7) Work with legal counsel to develop and refine the full text of the measure and other materials that will appear in the ballot pamphlet mailed to all voters;
- 8) Present recommendations, documents and resolutions to Client's administration and governing body for approval

C. Public Information. TBWBH shall perform any of the following services as needed to raise awareness of Client's funding needs and the Revenue Measure proposal, each of the services to be subject to Client's approval as required by Section 7 below:

- 1) Develop informational fact sheets to be distributed at community functions
- 2) Provide content related to the Revenue Measure to be added to Client's website, included in email updates and added to newsletters
- 3) Prepare PowerPoint presentation for community meetings
- 4) Produce any advertising related to potential Revenue Measure as directed by Client, which could include mailers, digital ads, videos or other items (budget not included in fee and to be approved separately by Client) (see Exhibit 1);
- 5) Develop strategies and plans to inform and engage key internal stakeholder groups
- 6) Develop strategies and plans to inform and engage influential external groups including elected leaders, business leaders, city leaders, ethnic community leaders, faith community leaders, taxpayer groups and others

D. **PAYMENT TERMS**

Services for this scope of work have a not-to-exceed amount of \$45,000. Props and Measures Fee Schedule is provided below.

Exhibit B Schedule of Compensation

Special Payment Terms:

Not to Exceed Forty-Two Thousand Dollars (\$45,000) for professional fees in seven (7) monthly payments as follows:

- Six Thousand dollars (\$6,000) upon execution, which shall be prorated based upon the execution date of this Agreement;
- Six Thousand dollars (\$6,000) on July 1, 2021;
- Six Thousand dollars (\$6,000) on August 1, 2021;
- Six Thousand dollars (\$6,000) on September 1, 2021;
- Six Thousand dollars (\$6,000) on October 1, 2021;
- Six Thousand dollars (\$6,000) on November 1, 2021;
- Six Thousand dollars (\$6,000) on December 1, 2021;

Up to \$3,000 of costs for graphic design, printing, bulk postage, mail house processing fees, or digital media buys.

**AMENDMENT NO. 1
TO A CONTRACT FOR PROFESSIONAL
SERVICES BETWEEN THE CITY OF GOLETA
AND TERRIS BARNES WALTERS BOIGON
HEATH LESTER, INC.
DBA PROPS AND MEASURES**

This **Amendment No. 1** to a contract for Professional Services by and between the **City of Goleta**, a municipal corporation ("City") and **Terris Barnes Walter Boigon Heath Lester, Inc. dba Props and Measures**, ("Consultant") dated June 21, 2021 ("Agreement," Agreement No. 2021-047) is made this 18th day of January 2022.

SECTION A. RECITALS

1. This Agreement is for provision of strategic support and expertise in public outreach consulting services to assist the city in performing public outreach; and

2. The Agreement between City and Consultant currently provides for the total compensation amount not to exceed forty-five thousand dollars (\$45,000); and

3. The parties desire to amend the Agreement so as to provide for additional compensation in the amount of thirty-one thousand dollars (\$31,000) for continued services; and

4. The City Council approved this Amendment No. 1, on this 18th day of January 2022.

SECTION B. AMENDED TERMS

Now therefore City and Consultant agree as follows that the Agreement be, and hereby is, amended as follows:

1. **Subsection (a) of Section 3. COMPENSATION AND PAYMENT** of the Agreement is amended to add an additional authorized amount of \$31,000 and to read in its entirety:

(a) Maximum and Rate. The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT **SHALL NOT EXCEED** the sum of \$76,000 (herein "not-to-exceed amount") and shall be earned as the work progresses.

2. Except as otherwise specifically provided herein, all other provisions of the Agreement shall remain in full force and effect.

City of Goleta
Amendment No.1 to Agreement No. 2021-047
Page 1 of 2

In concurrence and witness whereof, this Amendment No.1 has been executed by the parties effective on the date and year first above written.

CITY OF GOLETA

CONSULTANT

DocuSigned by:
Michelle Greene
DE7CFE488308944A
Michelle Greene, City Manager

DocuSigned by:
Jared Boigon
J5905E97834418
Jared Boigon, Partner CEO

ATTEST:

DocuSigned by:
Deborah Lopez
A3E99F3473CA44E
Deborah Lopez, City Clerk

DocuSigned by:
David Tick
D4DA9B3689C4466...
David Tick, CFO

APPROVED AS TO FORM:
MEGAN GARIBALDI, CITY ATTORNEY

DocuSigned by:
Winnie Cai
A1BF8F89E161498
Winnie Cai, Assistant City Attorney

**AMENDMENT NO. 2
TO A CONTRACT FOR PROFESSIONAL
SERVICES BETWEEN THE CITY OF GOLETA
AND TERRIS BARNES WALTERS BOIGON
HEATH LESTER, INC.
DBA PROPS AND MEASURES**

This **Amendment No. 2** to a contract for Professional Services by and between the **City of Goleta**, a municipal corporation ("City") and **Terris Barnes Walter Boigon Heath Lester, Inc. dba Props and Measures**, ("Consultant") dated June 21, 2021 ("Agreement," Agreement No. 2021-047) is made this 19th day of April 2022.

SECTION A. RECITALS

1. This Agreement is for provision of strategic support and expertise in public outreach consulting services to assist the city in performing public outreach and was authorized on June 21, 2021 in the amount of \$45,000; and
2. The Agreement between City and Consultant was amended by Amendment No. 1 on January 18, 2022, that provided Section 3 of Subsection (a) for a total compensation amount not to exceed \$76,000; and
3. The parties desire to amend the Agreement so as to provide for additional compensation in the amount of forty thousand dollars (\$40,000) for continued services; and
4. The City Council approved this Amendment No. 2, on this 19th day of April 2022.

SECTION B. AMENDED TERMS

Now therefore City and Consultant agree as follows that the Agreement be, and hereby is, amended as follows:

1. **Subsection (a) of Section 3. COMPENSATION AND PAYMENT** of the Agreement is amended to add an additional authorized amount of \$40,000 and to read in its entirety:
 - (a) **Maximum and Rate.** The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT **SHALL NOT EXCEED** the sum of \$116,000 (herein "not-to-exceed amount") and shall be earned as the work progresses.

2. Except as otherwise specifically provided herein, all other provisions of the Agreement shall remain in full force and effect.

In concurrence and witness whereof, this Amendment No. 2 has been executed by the parties effective on the date and year first above written.

CITY OF GOLETA

CONSULTANT

DocuSigned by:
Michelle Greene
DF7CF466388944A
Michelle Greene, City Manager

DocuSigned by:
Jared Boigon
59C41E072464409
Jared Boigon, Partner CEO

ATTEST:

DocuSigned by:
Deborah Lopez
A3E09E3473CA47E
Deborah Lopez, City Clerk

DocuSigned by:
David Tick
D4DA992689C4466
David Tick, CFO

APPROVED AS TO FORM:
MEGAN GARIBALDI, CITY ATTORNEY

DocuSigned by:
Winnie Cai
A1BF3F89C161496
Winnie Cai, Assistant City Attorney