



TO: Mayor and Councilmembers

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

SUBJECT: Public Opinion Polling Results, Props and Measures Community Outreach Contract Amendment and Potential Revenue Enhancement Measure Next Steps

RECOMMENDATIONS:

- A. Approve a budget appropriation of \$40,000 from the General Fund unassigned fund balance to professional services in the Fiscal Year 2021-22 City Manager budget for a Revenue Enhancement Opportunities Analysis; and
- B. Approve and authorize the City Manager to execute Amendment No. 1 to Agreement 2021-047 for Professional Services with Props and Measures for professional outreach and public relation services increasing the contract amount by \$31,000 for a new total not-to-exceed amount of \$76,000.

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. For the past several years, the City of Goleta's adopted Strategic Plan has contained objectives to pursue additional revenue sources. 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 2020-2021, following the direction of the City Council and the 2019/20-2020/21 Strategic Plan, staff began to explore a potential sales tax measure for

the November 2020 ballot. Fairbank, Maslin, Maullin, Metz & Associates, Inc. (FM3) was hired to conduct a February 2020 polling and public opinion research survey related to a possible November 2020 sales tax measure.

At the May 5, 2020 meeting, Council received a presentation from staff and FM3 Research on the results of the February 2020 polling. As shown in that presentation, before the COVID-19 crisis reached a critical point, the polling indicated voter support for a new 1% sales tax to address various identified community priorities and unmet needs. At this meeting, the City Council authorized FM3 to perform updated polling in response to both emerging new needs of the community and potential changes to the sentiments of voters brought on by the COVID-19 pandemic.

On June 16, 2020, Council received another presentation from FM3 on the results of the May 2020 second round of polling and public opinion research. Notably, the results of this polling showed increased support for a sales tax measure, compared to the February 2020 polling, making a November 2020 1% sales tax measure still a statistically viable endeavor for the City. Following this presentation, Council directed staff to gather the Council's input and return to City Council on July 7, 2020, with an ordinance to place a Sales Tax Measure on the ballot for the November 3, 2020 General Election.

On July 7, 2020, staff presented the City Council with a draft ordinance to place a local sales tax measure on the ballot for the November 3, 2020, General Election. The proposed measure asked whether the City should adopt a local 1%, or one cent (1¢) per dollar, Transactions and Use Tax (sales tax). The vote to place the measure on the ballot required a two thirds supermajority of the City Council (i.e., four of five Councilmembers), while the vote required for the measure to pass by the voters was a simple majority (50%+1) of the votes cast.

The proposed ballot question for the possible November 2020 ballot measure read as follows:

“To maintain City of Goleta services, to address public health emergencies and natural disasters, support public safety and 911 response, clean and maintain public areas, retain local businesses and jobs, maintain open spaces, repair streets, address homelessness and provide other general City services, shall a measure be adopted establishing a 1¢ sales tax providing approximately \$7,000,000 annually until ended by voters, requiring annual independent audits with all funds staying in Goleta?”

A supermajority vote of Council (four out of five Councilmembers) was required to place the measure on the ballot; however, the 3-2 vote did not achieve the required supermajority and the sales tax measure was not approved. Councilmembers voting against a 2020 sales tax measure indicated that it was not the need for the sales tax, but the timing of the measure during the pandemic, that influenced their decision.

In early Fiscal Year 2022, following the direction of the 2021-2023 Strategic Plan and Council direction received at the December 10, 2020 workshop on the City's long-range financial forecast, staff began to explore new revenue sources to help maintain current service levels and programs and recover from the ongoing impacts of the COVID-19 pandemic, while also meeting the demand of the City's growing infrastructure maintenance and improvement needs. As part of this work effort, on September 21, 2021, the City Council authorized the City Manager to execute a professional services agreement with FM3 Research, Inc. in the amount not-to-exceed \$56,300, for polling and public opinion research services related to a potential November 2022 sales tax or other revenue measure, with a term beginning October 1, 2021 and expiring December 31, 2022. This contract included funds for the November 2021 public opinion poll and an optional April/May 2022 tracking poll. The polling results/presentation from the November 2021 polling are provided in Attachment 1.

DISCUSSION:

The purpose of this report is the following:

- Summarize the November 2021 polling results.
- Update the Council on staff's efforts on both the unfunded/CIP needs and the different revenue enhancement option information that Council has requested.
- Request authorization for funding for the HdL contract to conduct a Revenue Enhancement Opportunities Analysis.
- Request authorization to amend the contract with the City's public relations and outreach consultant, Props and Measures, for an extensive public outreach and community engagement campaign.
- Prepare Council for the next decision point in May or early June 2022 about whether to place a revenue measure on the November ballot, and if so, what sort of measure it will be.

Results of November 2021 Polling

FM3 Research was contracted to conduct a third Resident Budget and Priority Baseline Survey for the City of Goleta in November of 2021. The survey consisted of 420 Goleta registered voters who are likely to vote in the November 2022 General Election which 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 20 minutes for respondents to complete and was offered in English and Spanish.

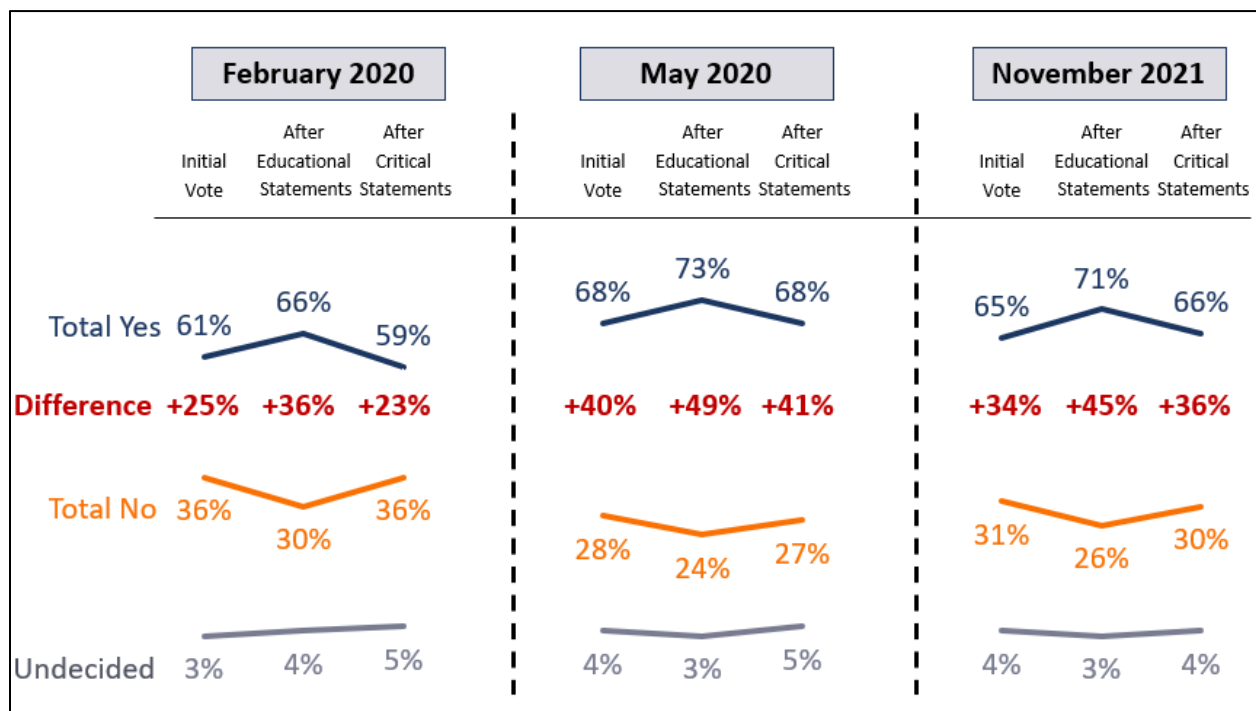
FM3's presentation that details the results of the public opinion survey is provided as Attachment 1. The survey questions are available in Attachment 2. Staff plan to ask FM3 to make a thorough oral presentation to Council about the polling results later this spring, in conjunction with additional information about capital needs and other

revenue enhancement options, but staff want to highlight a few key takeaways now.

According to FM3, the results of the November 2021 survey show that a sales tax measure still has the potential to be supported by the City of Goleta voters, as shown in Figure 1 below. FM3's polling results from all the past three surveys also show the following:

- A majority of Goleta voters think things in the City are heading in the right direction and have favorable opinions about the Goleta City Government and the City Council.
- A majority of Goleta voters continue to support the establishment of a 1% sales tax.
- After receiving education on the needs of the City that a measure would address, respondents increase their support of the measure.
- After receiving critical statements against the concept of a sales tax measure, respondents' support of the measure does not change significantly.

Figure 1: Survey Tracking Results



FM3 points out 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.

As mentioned above, respondents were asked numerous questions to help the City understand community priorities for the use of the funds that might be raised by a ballot measure. Helping prevent brush fires caused by illegal encampments, protecting

creeks and coastal waters from pollution, and supporting public safety response are among the potential uses of the funds considered extremely/very important by the most voters (70% or more). Other priorities were identified that were also extremely/very important to a majority of voters. Educational statements about the City's aging infrastructure, homelessness, accountability provisions associated with the measure, and the condition of streets were the top reasons that voters indicated they would be more likely to support a measure. FM3 will provide more information about this to Council when they return for a comprehensive presentation, and in the meantime this information will help staff in focusing and refining its ongoing public education and outreach campaign.

One key difference in the November 2021 survey was the inclusion of questions testing several alternative revenue enhancement mechanisms. The results of these survey questions suggest that voters continue to support a 1% sales tax over an alternative measure. However, in order to get a better understanding of the community's support of each alternative revenue enhancement mechanism significant further polling research would be needed. Staff will be conducting a Revenue Enhancement Opportunities Analysis and presenting more information about alternative revenue enhancement options to Council for further discussion in the spring.

FM3's contract includes a follow-up tracking survey. This survey is optional and would be conducted sometime in April or May of 2022 if the City Council deems it necessary.

Next Step: Unmet Capital Needs and Revenue Enhancement Opportunities Analysis

The City of Goleta continues to grow and mature, and it is an exciting time for Goleta and its residents as the City prepares to celebrate its 20th anniversary this February. With this growth comes additional funding needs and public expectation for investment in the community. The City has long-term capital needs with recent estimates identifying a \$108.5 million funding shortfall. Additional funding is needed to repair streets and highways, such as repaving Cathedral Oaks, repair sidewalks and public infrastructure such as the pedestrian bridge at Lake Los Carneros and to rehabilitate the Goleta Community Center. Limitation on revenues caused by the Revenue Neutrality Agreement with the County of Santa Barbara, which annually and permanently diverts 30% of the City's sales tax revenue and 50% of the City's property tax revenue that would otherwise be available for City services, and the loss of the Redevelopment funding in 2011, which seriously impacted available funding for community capital improvements, particularly in Old Town, have hindered the City's ability to complete capital projects and perform ongoing maintenance of the City's assets. Despite these budget shortfalls, Council and staff have been extremely resourceful in meeting the City's needs through aggressively pursuing grants and other sources of one-time funding and creatively managing the City's budget. However, what is really needed is a comprehensive and current inventory of community capital needs and a predictable and reliable source of funding to address those needs.

To better understand and plan for the City's unmet needs, staff has hired Urban

Futures, a financial advisory services firm serving municipal agencies, to draft a CIP and Capital Maintenance Plan. This plan will help guide priority spending and identify the funding mechanisms needed to complete and maintain the City's infrastructure. Staff anticipates bringing this plan to the Finance Committee in February 2022, and then discussing it with the City Council at a later workshop.

In addition, staff is currently working with its tax revenue consultants, HdL Companies, who will be conducting a study on other revenue enhancement options (Revenue Enhancement Opportunities Analysis). This includes evaluating a utility users tax, business license tax, parcel tax, increasing the current transient occupancy tax, and property transfer tax. The study will include evaluating the pros and cons, the feasibility, equity, revenue potential, collectability, economic efficiency, political feasibility, and transparency of several revenue enhancement mechanisms. Additionally, this study will compare these alternative revenue enhancement mechanisms with the add-on sales tax option and will provide data driven justification for the taxes. Staff is expecting to return to the City Council in March with this consultant led analysis. HdL has also completed an analysis of the City's Cannabis Tax and potential adjustments to tax rates that will also be presented to Council with the information about other revenue enhancement options.

The CIP and Capital Maintenance Plan, the Revenue Enhancement Opportunities Analysis and the Cannabis Tax Analysis will provide valuable information and data to allow the City Council to better analyze the circumstances that will drive the path forward for determining the most appropriate revenue generation method for the City of Goleta. The Council will have the opportunity to decide whether to pursue a revenue enhancement option (or options) in June of 2022, and these analyses will provide the information needed to determine which option is most appropriate for the City of Goleta.

Next Step: Public Outreach Campaign and Future Polling

FM3 and staff recommend that the City conduct a public outreach education and engagement campaign regarding financial needs of the City to educate residents about the long-term funding needs and gather the community's opinions regarding the potential uses of the funds raised from any future revenue enhancement mechanism and answer any questions that arise. The information about funding needs is important for the public to have, even if a measure is ultimately not included on the ballot in November 2022. Such communication would be consistent with the City of Goleta's ongoing and active communication and engagement efforts with the public.

Staff are recommending that the needed public outreach education and engagement campaign be performed by Props and Measures, in close coordination with the City's Community Relations staff. Staff have been working with Props and Measures since June of 2021 under a \$45,000 City Manager approved contract on outreach and education projects including but not limited to the City's 20th Anniversary Celebration, press releases, the Monthly Monarch Press, stakeholder engagement and other public

relations projects. Staff recommend the City Council approve and authorize the City Manager to execute Amendment No. 1 to Agreement 2021-047 with Props and Measures for professional outreach and public relation services increasing the contract amount by \$31,000 for a new total not-to-exceed amount of \$76,000 (Attachment 3). The original contract with Props and Measures is provided in Attachment 4.

If the contract amendment is approved, Props and Measures would continue to assist the City in the outreach campaign by implementing their outreach plan and developing community feedback opportunities to allow community members to provide input on what services are most important to them now. In addition, Props and Measures will continue to review the City's existing outreach channels and make recommendations to enhance this outreach to reach a broader demographic and perform regular stakeholder identification and communication. The FM3 polling survey provided statistically significant data that a sales tax measure is viable, however, the next step includes creating a dialogue with Goleta's electorate to provide education on the City's needs but also to collect their input on how best to address the needs of the community and to develop robust conversations with other stakeholder groups not gathered in the FM3 survey.

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

Next Steps/Timeline

As discussed above, staff understands the City Council requires additional information regarding the City's needs and revenue generation options to decide on how to proceed with a revenue enhancement mechanism. The tentative timeline below shows the steps needed to get to that decision and the deadlines required to place a revenue measure on the November 2022 ballot.

January 2022

- City Council Meeting/FM3 polling results provided to the City Council
- Continue Stakeholder Outreach
- Draft 1st Mailer with Tear Off Survey

February 2022

- Begin Public Outreach (Email Blast and Press Release re: Web Page, Online Public Feedback Survey)
- Begin drafting resolution, revenue measure and 75-word ballot question
- 20th Anniversary event
- Send 1st Mailer to registered voters

- Continue implementing Communications Plan
- Continue Stakeholder Outreach

March 2022

- Analyze public feedback from stakeholders and online poll
- City Workshop(s) on CIP and Capital Maintenance Funding Plan, Revenue Enhancement Measures and Cannabis Tax Rates
- Draft Final Tracking Poll (FM3)
- Present FM3 November 2021 polling results to the City Council
- Continue implementing Communications Plan
- Continue Stakeholder Outreach

April 2022

- Send 2nd Mailer: Community Priorities (survey results)
- Conduct Optional Final Tracking Poll (April/May)
- Continue implementing Communications Plan
- Continue Stakeholder Outreach
- State of the City Event

May 2022

- Present Optional 2nd Poll Results to Council
- Finish Stakeholder Outreach
- Finalize internal draft of resolution and ballot question

June/July 2022

- June 7th Council Meeting: Council adopts resolution to place a measure on Nov. 8, 2022 ballot
- July 19, 2020: Last possible meeting for Council to take action on ballot measure in order for the City Clerk to meet election-related deadlines
- Send 3rd "Notice to Voters" Mailer
- Update City website with ballot measure information
- After measure qualified for ballot, provide limited accurate and objective context and facts about a ballot measure to voters (This effort will not include the use of City resources to support or oppose the approval or rejection of ballot measure)

July to November 2022

- Provide limited accurate and objective context and facts about a ballot measure to voters (This effort will not include the use of City resources to support or oppose the approval or rejection of ballot measure)
- November 3, 2022 – Election Day

FISCAL IMPACTS:

The City Manager's budget for Fiscal Year (FY) 2021-2022 currently includes \$31,000 for the public outreach campaign services, in the professional services account number 101-10-1200-51200. If Council approves the recommended amendment with Props and Measures, the total compensation will not exceed \$76,000 to provide for the public outreach services described in this report.

An additional appropriation of \$40,000 is needed for professional services in the FY 2021-22 City Manager budget to cover the cost of the HdL Revenue Enhancement Opportunities Analysis.

ALTERNATIVES:

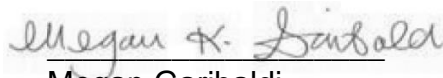
City Council could choose not to proceed with the staff recommendation or choose a different consultant to perform the outreach campaign. Council could also choose not to move forward with this outreach. However, given the financial needs of the City and the need for a dialogue between the City and its residents not approving the contract amendment with Props and Measures could significantly reduce the City's opportunity to create a dialogue with the community and develop a strong education campaign on the City's financial needs and understanding the community's needs.

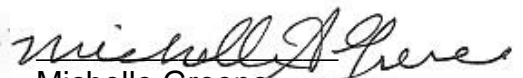
Reviewed By:

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. 1 Props and Measures
4. Agreement No. 2021-047 Professional Outreach Services with Props and Measures

ATTACHMENT 1

FM3 Polling Presentation







City of Goleta 2021 Community Priorities/ Budget Survey



OPINION
RESEARCH
& STRATEGY

Survey Specifics and Methodology

Dates	November 10-22, 2021
Survey Type	Dual-mode Voter Survey
Research Population	City of Goleta Voters likely to vote in November 2022
Total Interviews	420
Margin of Sampling Error	$\pm 4.9\%$ at the 95% Confidence Level for Full Sample $\pm 6.9\%$ at the 95% Confidence Level for Half Sample
Contact Methods	<div>  Telephone Calls  Email Invitations </div>
Data Collection Modes	<div>  Telephone Interviews  Online Interviews </div>
Languages	Survey was available in English and Spanish
Tracking Information	February and May 2020

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

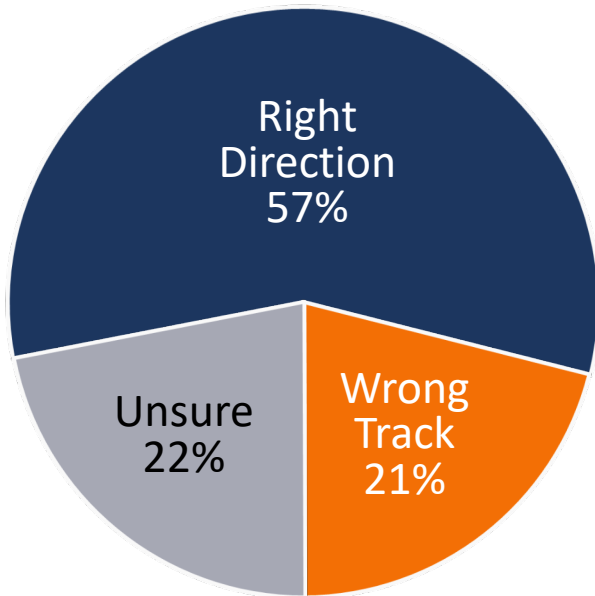


Mood of the Electorate

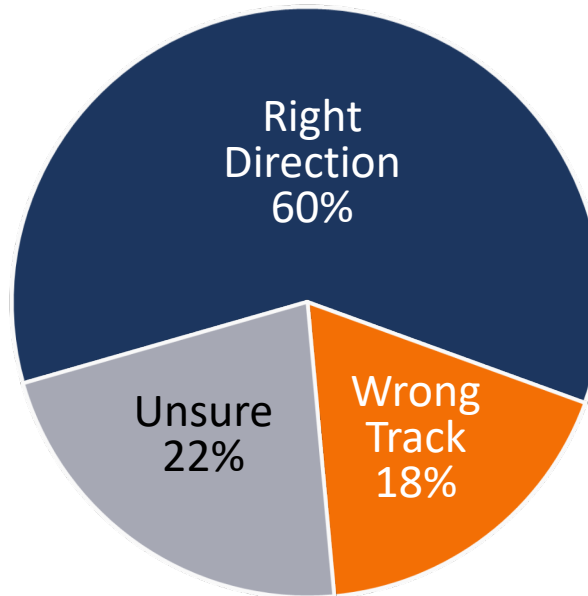
A majority continue to have favorable perceptions of the direction of the City.

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?

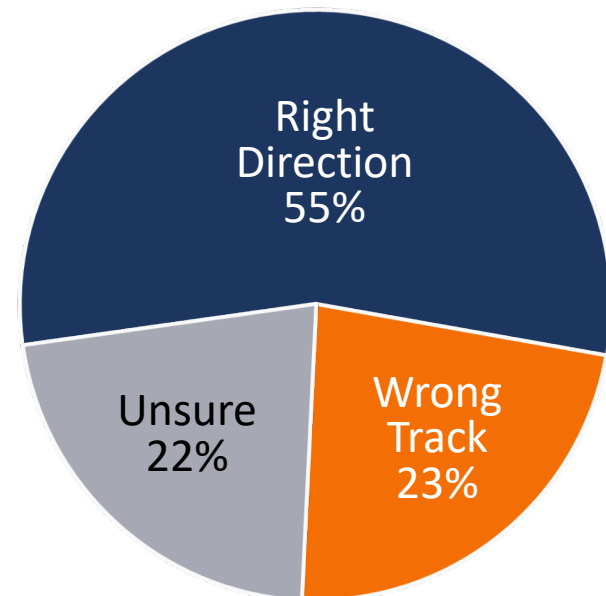
February 2020



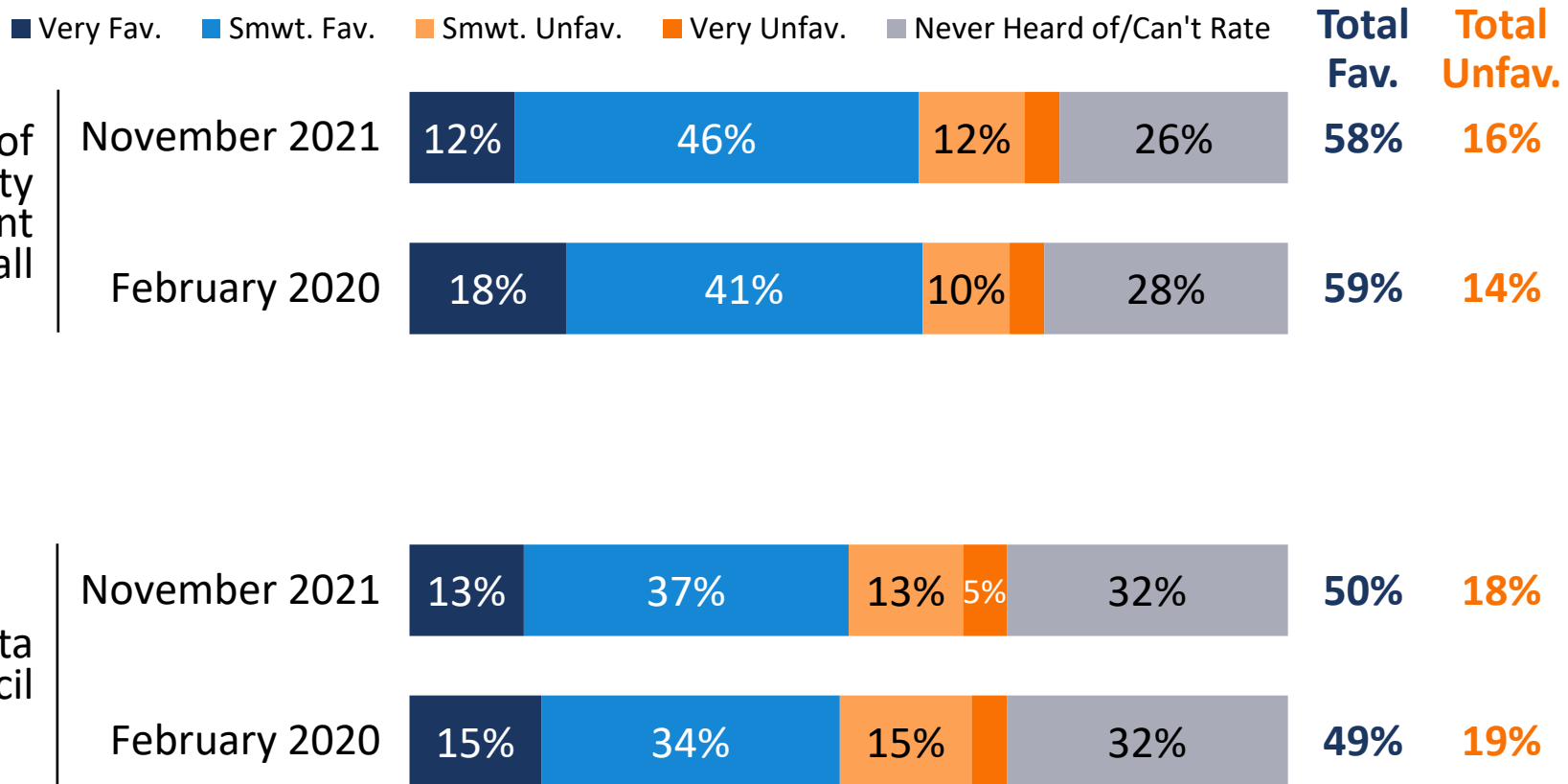
May 2020



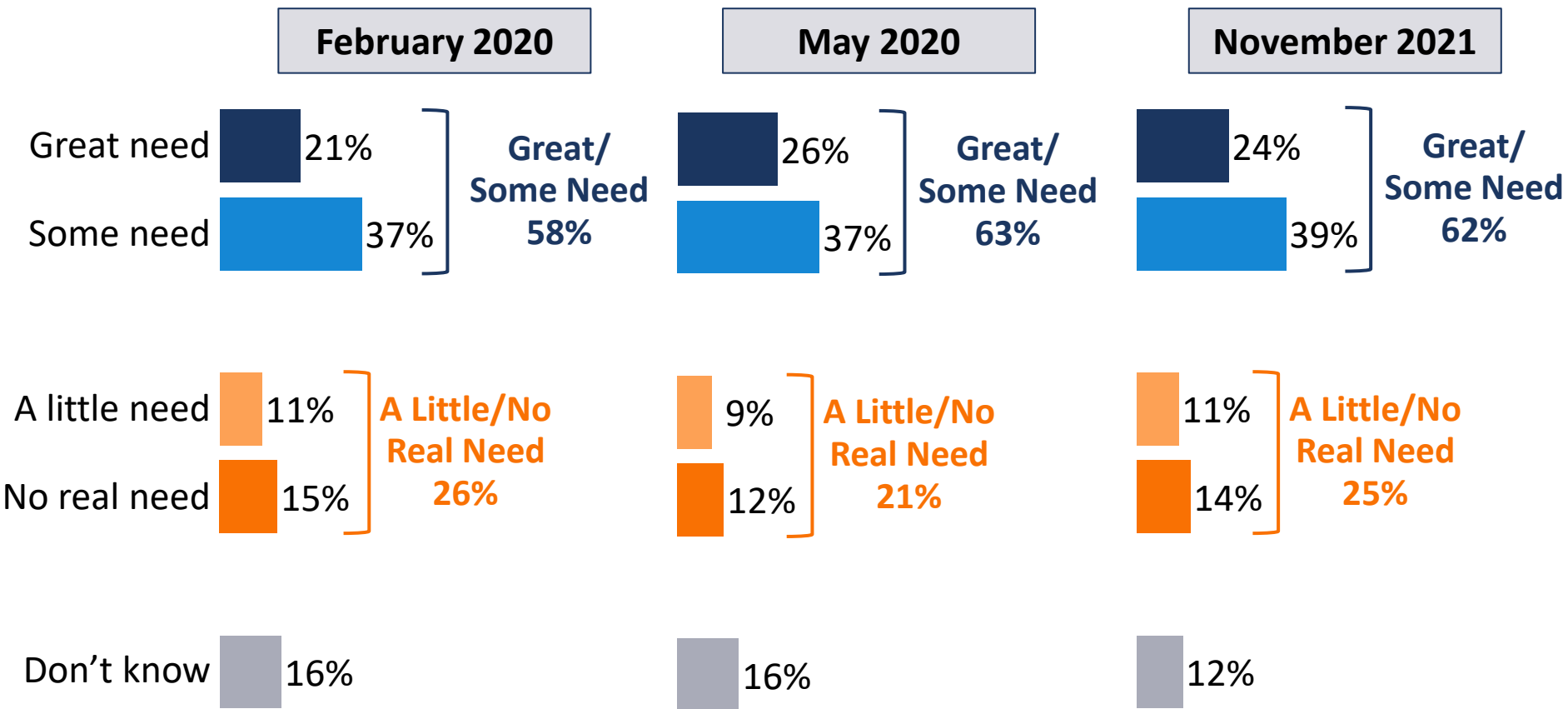
November 2021



Overall favorable views of Goleta City government and Council have persisted; nearly six-in-ten have a favorable opinion of City government overall, and half have favorable opinions of the Council.



Similar to 2020 results, roughly six-in-ten perceive at least some need for additional funds to provide the level of City services Goleta residents need and want.



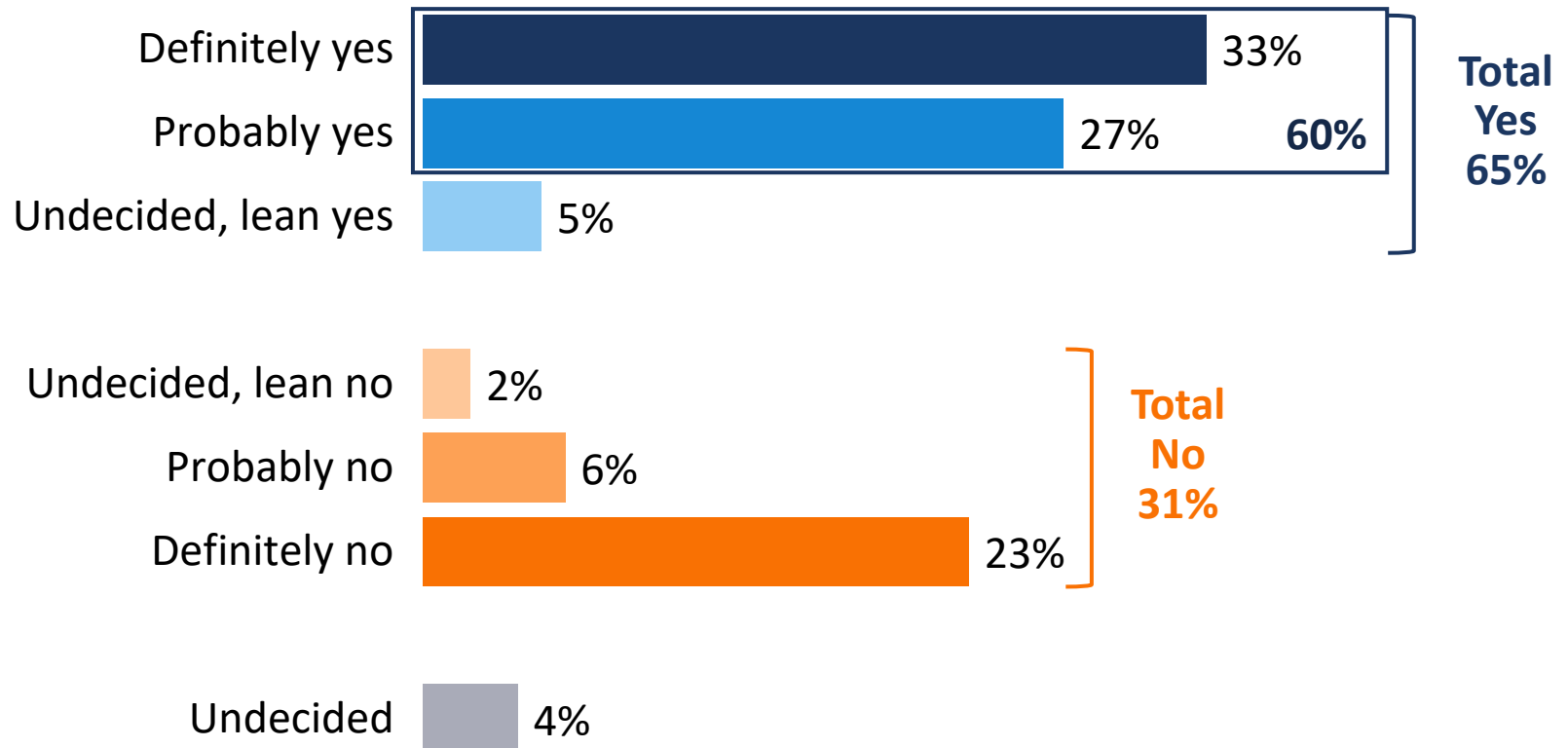


Potential Sales Tax Measure

Ballot Measure Summary

To maintain Goleta's long-term financial stability with locally controlled funding; prepare for and recover from public health emergencies and natural disasters; support public safety and 911 response; keep public areas and parks clean and safe; retain local businesses and jobs; protect creeks and coastal waters from pollution; maintain open spaces; repair streets and potholes, address homelessness and other general services; shall a measure be adopted establishing a 1¢ sales tax providing approximately \$9,000,000 annually until ended by voters, requiring public spending disclosure, independent audits?

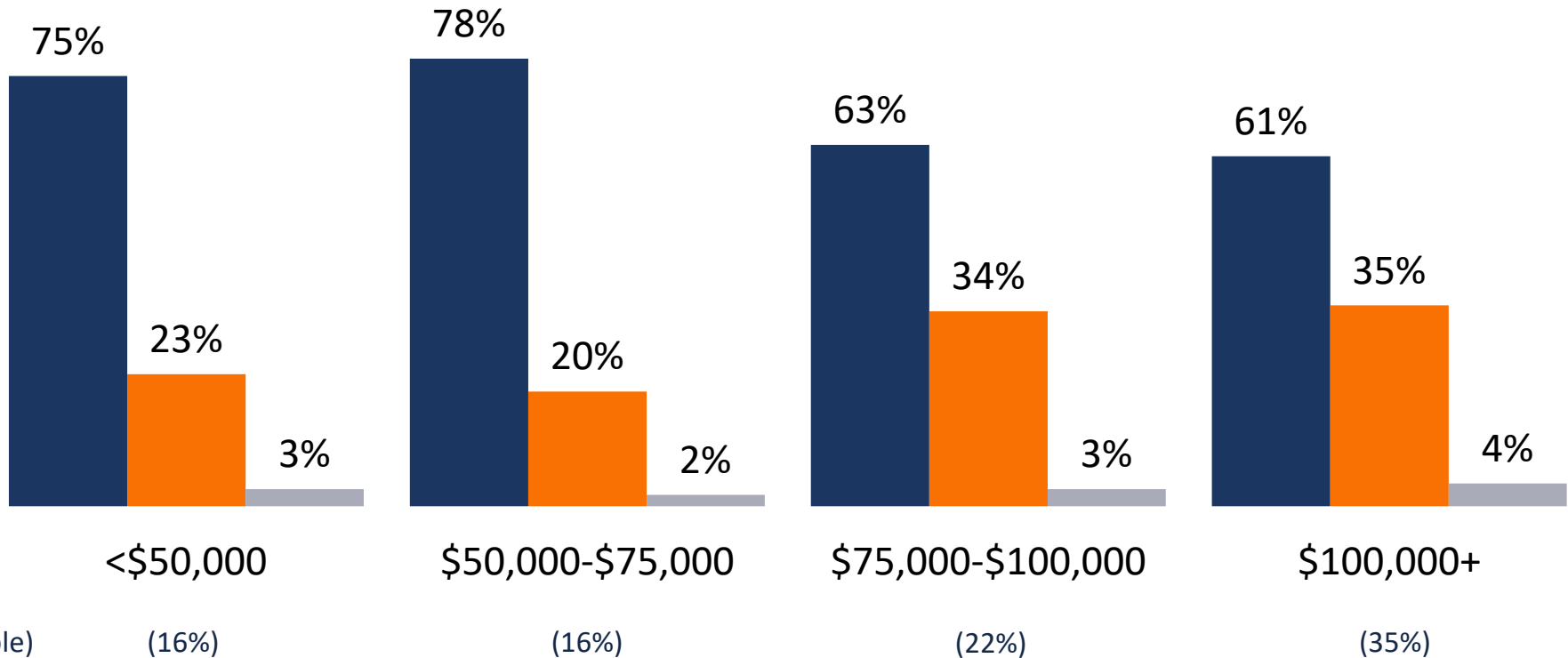
Six-in-ten initially would vote yes on the measure, with one-third having said Definitely yes.



All household income groupings support the measure.

Initial Vote on a 1¢ Sales Tax by Household Income

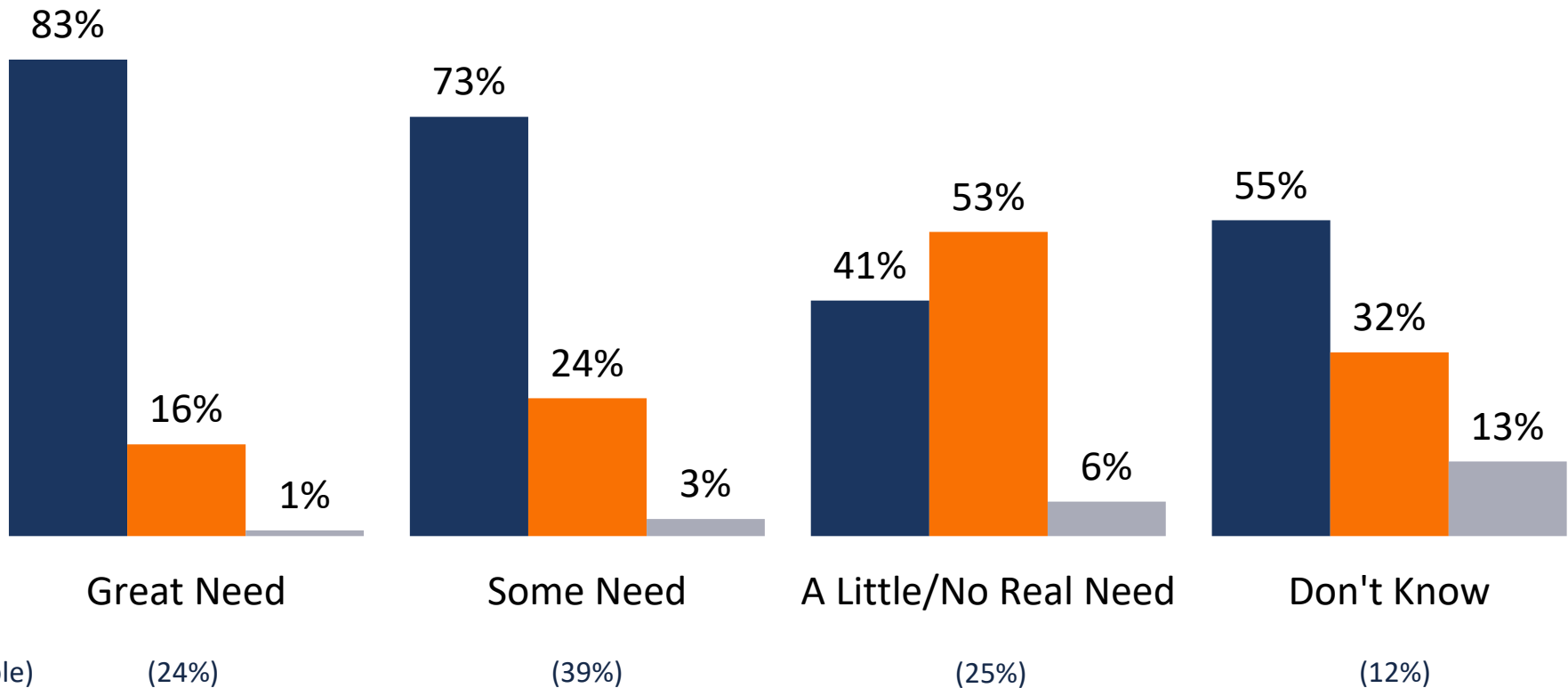
■ Total Yes ■ Total No ■ Undecided



The more one perceives the City needs additional funding, the more likely they are to vote yes on the measure.

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

■ Total Yes ■ Total No ■ Undecided

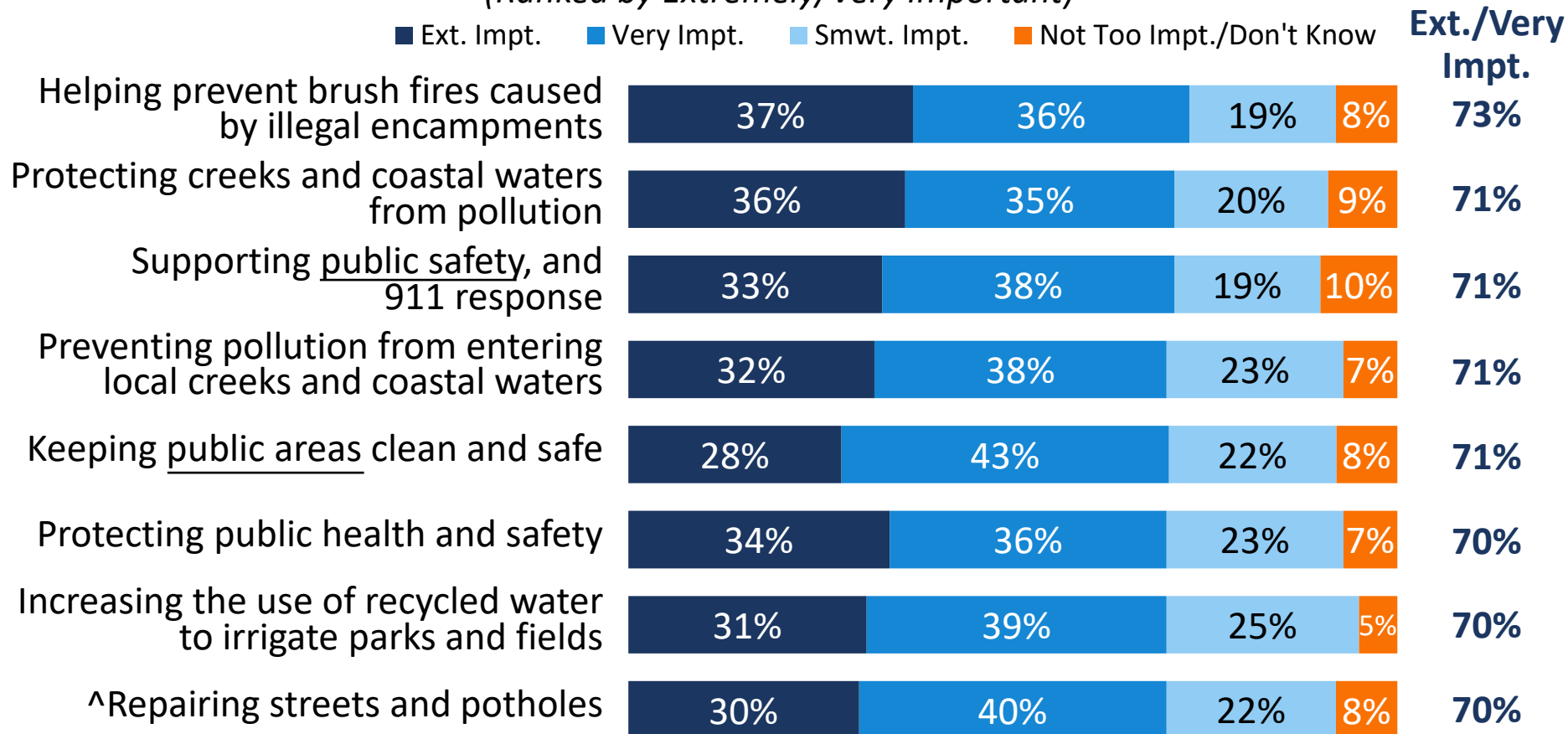




Budget Priorities

Helping prevent brush fires caused by illegal encampments, protecting creeks and coastal waters from pollution, and supporting public safety response are among the potential uses of the funds considered extremely/very important by seven in ten voters or more.

(Ranked by Extremely/Very Important)



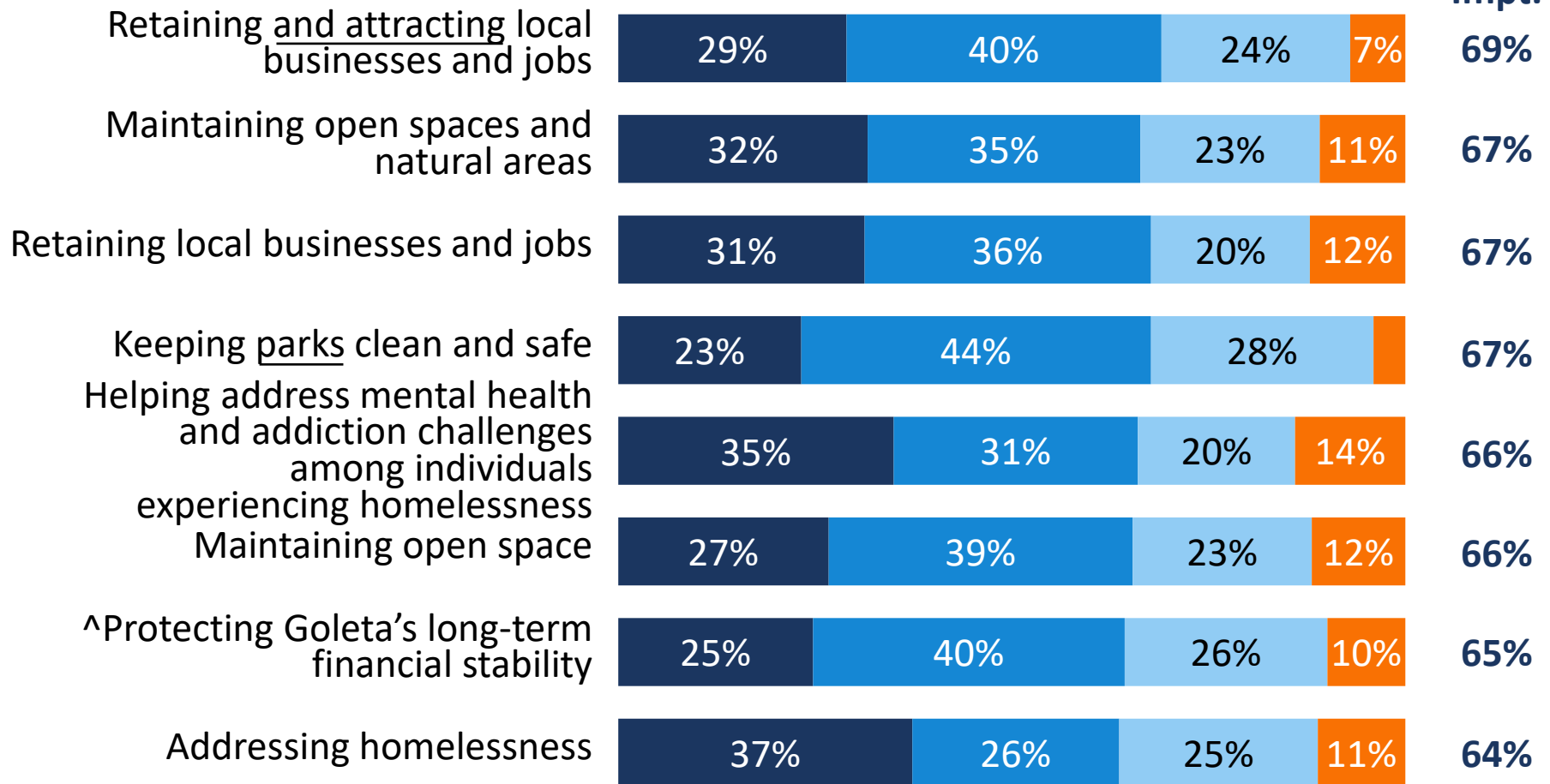
Q. I am now going to read you a list of possible uses for the funds that might be included in this local ballot measure. Regardless of how you feel about this measure, please tell me how important it is to you personally that each use of funds is included in the measure: extremely important, very important, somewhat important, or not too important. ^Not Part of Split Sample

Continued

(Ranked by Extremely/Very Important)

■ Ext. Impt. ■ Very Impt. ■ Smwt. Impt. ■ Not Too Impt./Don't Know

Ext./Very
Impt.



Q. I am now going to read you a list of possible uses for the funds that might be included in this local ballot measure. Regardless of how you feel about this measure, please tell me how important it is to you personally that each use of funds is included in the measure: extremely important, very important, somewhat important, or not too important. ^Not Part of Split Sample



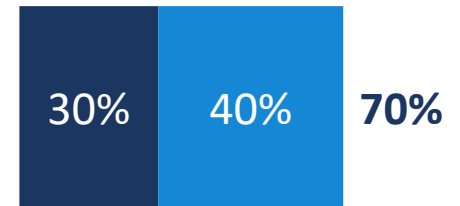
Impacts of Statements

Educational statements about the City's aging infrastructure, homelessness, accountability provisions associated with the measure, and the condition of streets are top reasons to vote in support of the measure.

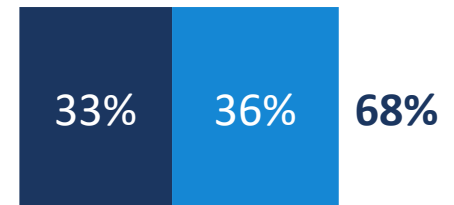
(Ranked by Total More Inclined to Vote Yes)

■ Much More Incl. ■ Smwt. More Incl.

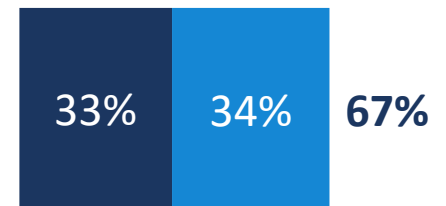
(INFRASTRUCTURE) When the City of Goleta was incorporated 20 years ago, it inherited many old buildings from the County, including an aging library and a now 94-year-old community center. This measure helps upgrade aging local infrastructure by earthquake retrofitting structurally unsafe buildings and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



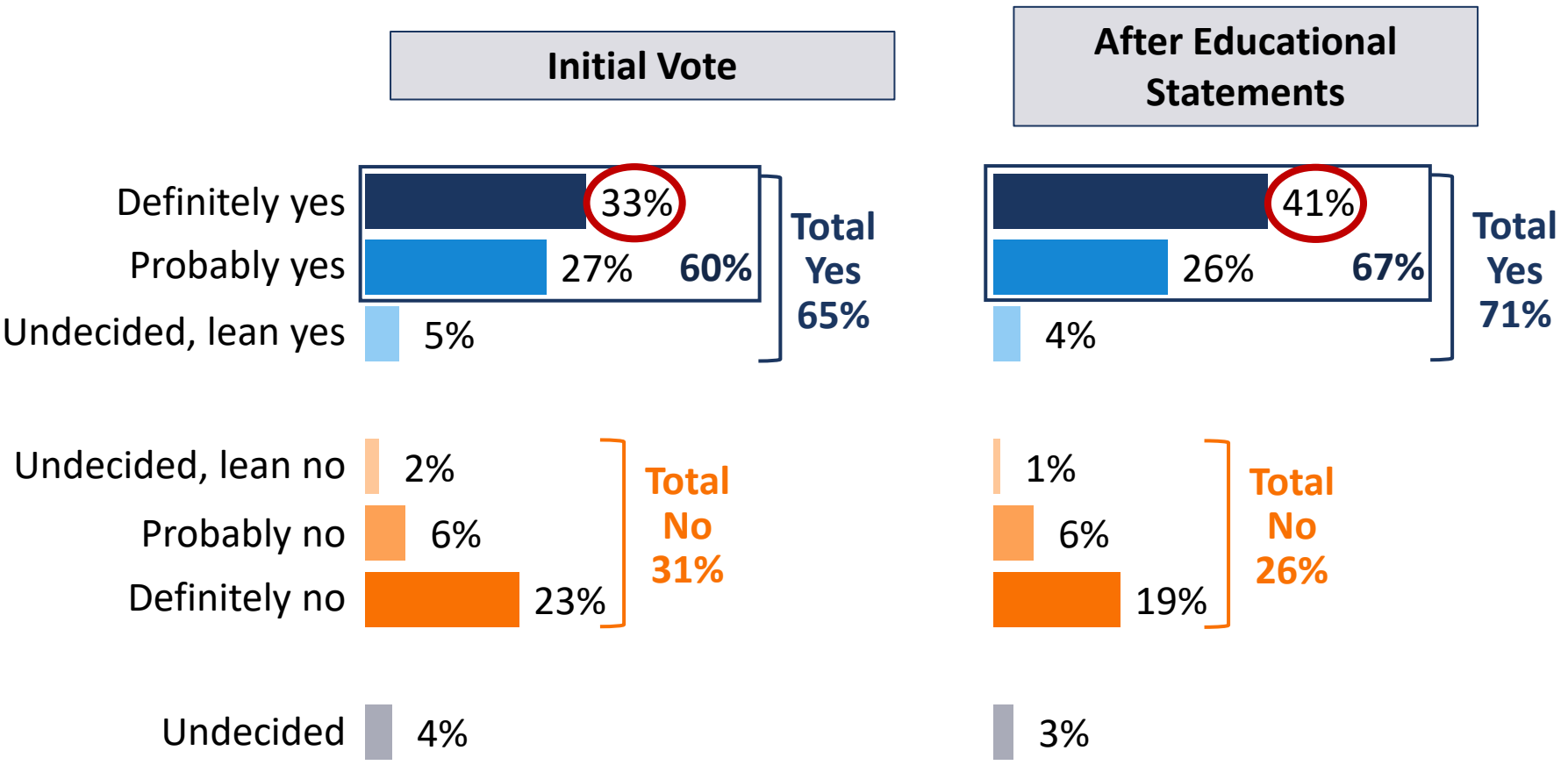
(HOMELESS) There are over 100 individuals experiencing homelessness in Goleta. This measure helps address homelessness and supports those who are at risk of becoming homeless by connecting them with available non-profit and regional organizations providing emergency shelter, food services, and treatment for mental health and addiction. This will also help keep our neighborhoods, business districts, parks and other public areas clean and safe for everyone.



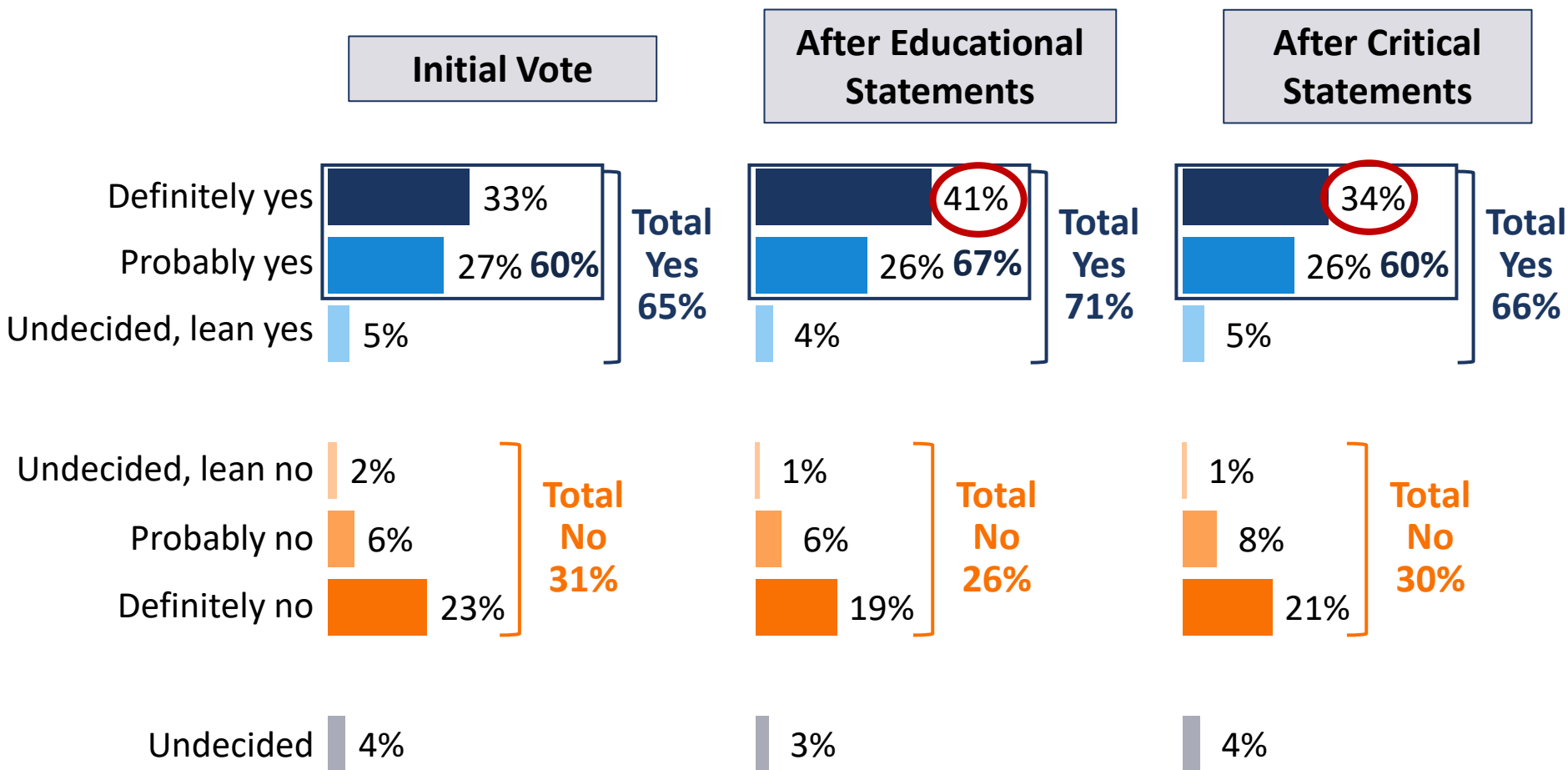
^(ACCOUNTABILITY) This measure includes tough accountability provisions such as public disclosure of all spending, annual independent financial audits and local control of all funds. These fiscal safeguards will also ensure that funds from this measure will be used efficiently, effectively and as promised.



After education, overall support moves to two-thirds, with those saying they would definitely vote yes increasing seven percentage points, from 33 to 41 percent.



After hearing all information, slightly less than two-thirds support the measure, above the required threshold and the margin of error, with slightly more than one-third having said they would “definitely vote yes.”



Vote Progression: February 2020 vs. May 2020 vs. November 2021

February 2020

Initial Vote After Educational Statements After Critical Statements

Total Yes 61% 66% 59%

Difference +25% +36% +23%

Total No 36% 30% 36%

Undecided 3% 4% 5%

May 2020

Initial Vote After Educational Statements After Critical Statements

68% 73% 68%

+40% +49% +41%

28% 24% 27%

4% 3% 5%

November 2021

Initial Vote After Educational Statements After Critical Statements

65% 71% 66%

+34% +45% +36%

31% 26% 30%

4% 3% 4%



One-Cent Sales Tax vs. Alternative Taxes

A one-cent sales tax is the preferred revenue mechanism over all alternatives, including a transient occupancy tax, when it is explained.

■ Yes on Initial 1¢ ■ Neither ■ Yes on This Alt. Tax ■ Don't Know

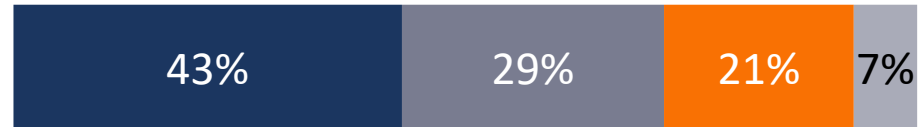
A 6% tax on utilities including gas, water, electricity and telecommunications, generating \$4 million per year



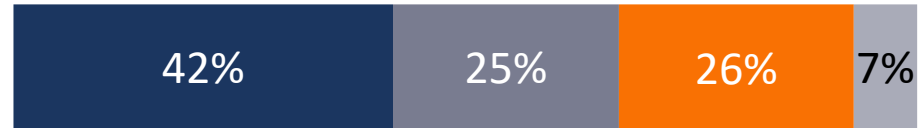
A \$260 parcel tax on homes and businesses generating \$2.5 million per year



A tax on businesses, based on the number of employees or square footage, generating \$2 million per year



A tax on businesses, based on gross income, generating \$2 million per year



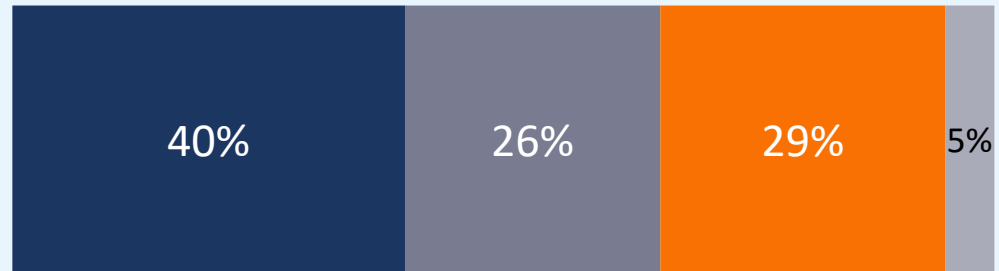
Q. As you may know, the City of Goleta could also consider different tax options to provide some funding for the kinds of services that are mentioned in the ballot measure you have been considering. I am now going to mention some of the other options the City of Goleta could consider instead of the one-cent sales tax we have been discussing. Please tell me whether you would be more likely to vote yes on the initial one-cent sales tax to raise \$9 million for City services we have been discussing, or more likely to vote yes on the alternative option I mention. If you would not vote yes on either one, you can tell me that instead. And to be clear, only one of these options would appear on the ballot, if any. Not Part of Split Sample

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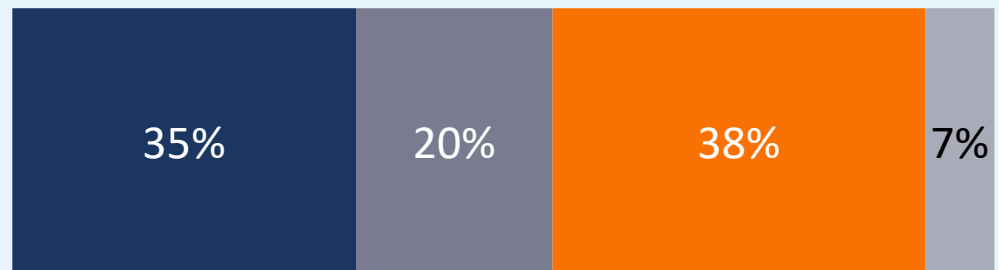
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■ Yes on Initial 1¢ ■ Neither ■ Yes on This Alt. Tax ■ Don't Know

A 3% increase, from 12% to 15%, to the tax paid by guests of hotels, motels, vacation rentals and other lodging, generating \$3 million per year, resulting in the City of Goleta having the highest Transient Occupancy Tax, also known as the “bed-tax,” in the area



A 3% increase, from 12% to 15%, to the tax paid by guests of hotels, motels, vacation rentals and other lodging, generating \$3 million per year



Q. As you may know, the City of Goleta could also consider different tax options to provide some funding for the kinds of services that are mentioned in the ballot measure you have been considering. I am now going to mention some of the other options the City of Goleta could consider instead of the one-cent sales tax we have been discussing. Please tell me whether you would be more likely to vote yes on the initial one-cent sales tax to raise \$9 million for City services we have been discussing, or more likely to vote yes on the alternative option I mention. If you would not vote yes on either one, you can tell me that instead. And to be clear, only one of these options would appear on the ballot, if any. Split Sample

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Conclusions

Conclusions

- A one-cent general purpose sales tax measure appears viable at this time.
- After education, overall support increases to two-thirds, with at least four-in-ten having said they would definitely vote yes after learning more.
- Level of support after all information is more similar to May of 2020 than February 2020. However, across all three surveys, each time the measure was asked about it received a majority of support – above the margin of error.
- No alternative taxing mechanism is preferred over a one-cent sales tax.



City of Goleta 2021 Community Priorities/ Budget Survey



OPINION
RESEARCH
& STRATEGY

ATTACHMENT 2

FM3 Survey Questions



**CITY OF GOLETA 2021 COMMUNITY PRIORITIES/
BUDGET SURVEY
220-6173
A/B SPLITS
FINAL DRAFT
CONSULTANT WORKING 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. I am now going to mention some organizations that are active in the Goleta (**go-LEE-ta**) community. After hearing each one, please tell me if you have an overall favorable or unfavorable opinion of that organization. If you have never heard of the organization, or don't know enough about it to have an opinion, you can tell me that too. **(IF FAVORABLE/UNFAVORABLE, ASK: "Is that very FAVORABLE/UNFAVORABLE or just somewhat?") (DO NOT ROTATE)**

	VERY FAV	SMWT FAV	SMWT UNFAV	VERY UNFAV	NEVER HEARD OF	CAN'T RATE
a. (T) The City of Goleta (go-LEE-ta) City Government						
overall -----	1	2	3	4	5	6
b. (T) The Goleta (go-LEE-ta) City Council -----	1	2	3	4	5	6

3. **(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

4. 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 maintain Goleta's (**go-LEE-ta's**) long-term financial stability with locally controlled funding; prepare for/recover from public health emergencies/natural disasters; support public safety/9-1-1 response; keep public areas/parks clean/safe; retain local businesses/jobs; protect creeks/coastal waters from pollution; maintain open spaces; repair streets/potholes, address homelessness/other general services; 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, independent audits?

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

(RESUME ASKING ALL RESPONDENTS)

5. Next, I am now going to read you a list of possible uses for the funds that might be included in this local ballot measure. Regardless of how you feel about this measure, as I read each one, please tell me how important it is to you personally that each use of funds is included in the measure: extremely important, very important, somewhat important, or not too important. **(RANDOMIZE)**

	EXT IMP.	VERY IMP.	S.W. IMP.	NOT TOO IMP.	(DK/ NA)
(ASK ALL RESPONDENTS)					
[]a. (T) Protecting Goleta's (go-LEE-ta's) long-term financial stability -----	1	2	3	4	5
[]b. (T) Repairing streets and potholes -----	1	2	3	4	5

(ASK SPLIT SAMPLE A ONLY)

[]c. (T) Supporting <u>Sheriff</u> , and 9-1-1 response -----	1	2	3	4	5
[]d. (T) Preparing for and recovering from public health emergencies -----	1	2	3	4	5
[]e. (T) Keeping <u>parks</u> clean and safe -----	1	2	3	4	5
[]f. (PT) Retaining <u>and attracting</u> local businesses and jobs -----	1	2	3	4	5
[]g. (PT) Preventing pollution from entering local creeks and coastal waters -----	1	2	3	4	5
[]h. (PT) Maintaining open space -----	1	2	3	4	5
[]i. Helping address mental health and addiction challenges among individuals experiencing homelessness -----	1	2	3	4	5
[]j. Helping prevent brush fires caused by illegal encampments -----	1	2	3	4	5
[]k. Protecting public health and safety -----	1	2	3	4	5
[]l. (T) Increasing the use of recycled water to irrigate parks and fields -----	1	2	3	4	5
[]m. Maintaining affordable early childhood and childcare programs -----	1	2	3	4	5
[]n. Increasing Goleta's (go-LEE-ta's) use of cleaner energy -----	1	2	3	4	5
[]o. (T) Helping prevent crimes like thefts and burglaries -----	1	2	3	4	5
[]p. (T) Improving traffic safety -----	1	2	3	4	5

(ASK SPLIT SAMPLE B ONLY)

[]q. (PT) Supporting <u>public safety</u> , and 9-1-1 response -----	1	2	3	4	5
[]r. (T) Preparing for and recovering from public health emergencies <u>and natural disasters</u> -----	1	2	3	4	5
[]s. (T) Keeping <u>public areas</u> clean and safe -----	1	2	3	4	5
[]t. (T) Retaining local businesses and jobs -----	1	2	3	4	5
[]u. Protecting creeks and coastal waters from pollution -----	1	2	3	4	5
[]v. (PT) Maintaining open spaces and natural areas -----	1	2	3	4	5
[]w. (T) Addressing homelessness -----	1	2	3	4	5
[]x. Improving access to affordable housing for middle- and working-class families -----	1	2	3	4	5

EXT IMP.	VERY IMP.	S.W. IMP.	NOT TOO IMP.	(DK/ NA)
			39	

(ASK SPLIT SAMPLE B ONLY CONTINUED)

- []y. **(T)** Maintaining youth and afterschool programs----- 1 ----- 2 -----3----- 4 ----- 5
- []z. Repairing deteriorating gas and electrical lines and
plumbing at City buildings and parks ----- 1 ----- 2 -----3----- 4 ----- 5
- []aa. **(T)** Maintaining services for low-income seniors----- 1 ----- 2 -----3----- 4 ----- 5
- []bb. **(T)** Maintaining local walking, hiking and biking trails ----- 1 ----- 2 -----3----- 4 ----- 5
- []cc. Helping address the local climate change impacts----- 1 ----- 2 -----3----- 4 ----- 5
- []dd. Helping prevent property crime ----- 1 ----- 2 -----3----- 4 ----- 5

(RESUME ASKING ALL RESPONDENTS)

6. 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)**

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

(ASK ALL RESPONDENTS)

- []a. **(PT) (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
- []b. **(PT) (OUT-OF-TOWNERS)** Close to 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 high quality of life and local public services.----- 1 ----- 2 -----3----- 4 -----5----- 6

- | | MUCH
MORE
<u>INCL.</u> | SMWT
MORE
<u>INCL.</u> | (DON'T
READ)
LESS
<u>INCL.</u> | DON'T
<u>BELIEVE</u> | NO
<u>EFFECT</u> | (DON'T
READ)
<u>DK/NA</u> |
|--|------------------------------|------------------------------|---|-------------------------|---------------------|---------------------------------|
|--|------------------------------|------------------------------|---|-------------------------|---------------------|---------------------------------|
- (ASK SPLIT SAMPLE A ONLY)**
- []c. **(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. **(PT) (STREETS)** The most recent independent road engineers report rated two-thirds of Goleta (**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
- []e. **(CRIME)** Last year, there were more than five hundred reported thefts and burglaries, an increase from the year before. This measure will help provide the resources needed to maintain and improve neighborhood and business patrols, improve response times, solve crimes and make our city safer. ----- 1----- 2----- 3----- 4----- 5----- 6

(ASK SPLIT SAMPLE B ONLY)

- []f. **(PT) (HOMELESS)** There are over 100 individuals experiencing homelessness in Goleta (**go-LEE-ta**). 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

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

(ASK SPLIT SAMPLE B CONTINUED)

- []g. **(PT) (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
- []h. **(PT) (SMALL PRICE)** Many of us live in Goleta (**go-LEE-ta**) because of its small-town character and high quality of life. This measure is a small price to pay to ensure Goleta (**go-LEE-ta**) continues to be a desirable, safe place to live, do business and raise a family. ----- 1 ----- 2 ----- 3 ----- 4 ----- 5 ----- 6

(RESUME ASKING ALL RESPONDENTS)

7. 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 maintain Goleta's (**go-LEE-ta's**) long-term financial stability with locally controlled funding; prepare for/recover from public health emergencies/natural disasters; support public safety/9-1-1 response; keep public areas/parks clean/safe; retain local businesses/jobs; protect creeks/coastal waters from pollution; maintain open spaces; repair streets/potholes, address homelessness/other general services; 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, independent audits?

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/Refused ----- 7

8. 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 MORE <u>INCL</u>	SMWT MORE <u>INCL</u>	(LESS INCL)	DON'T BEL	NO <u>EFFECT</u>	(DON'T READ) <u>DK/NA</u>
--------------------------------------	--------------------------------------	------------------------	----------------------	-----------------------------	--

(ASK ALL RESPONDENTS)

- []a. **(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. The City should find another type of tax that ensures everyone pays their fair share, instead of placing the burden on the shoulders of the most financially vulnerable. ----- 1 ----- 2 ----- 3 ----- 4 ----- 5 ----- 6

(ASK SPLIT SAMPLE A ONLY)

- []b. **(PT) (HAVE THE FUNDS)** The City of Goleta just received \$5 million (**five million dollars**) from the Federal Recovery Act, it has \$10 million (**ten million dollars**) in reserves, and it routinely receives significant sales tax revenue from Costco, Target, Home Depot and other stores in the City. Simply put: They don't need the money. ----- 1 ----- 2 ----- 3 ----- 4 ----- 5 ----- 6
- []c. **(COVID)** Our region's economy has not yet bounced back from the challenges of COVID-19. Many local businesses are struggling to stay open, while many residents are having trouble finding a job, and paying their rent or mortgage. This is not the time to increase taxes. ----- 1 ----- 2 ----- 3 ----- 4 ----- 5 ----- 6

(ASK SPLIT SAMPLE B ONLY)

- []d. **(BLANK CHECK)** There is nothing in this ballot measure that requires any of the money to be used for public safety services or any of the other programs mentioned in the description. Politicians can just use it to fund pet projects. Vote no on this blank check for City Hall. ----- 1 ----- 2 ----- 3 ----- 4 ----- 5 ----- 6

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

(ASK SPLIT SAMPLE B ONLY, CONT.)

[]e. **(PT) (WASTE)** The City's real problems are excessive salaries and pensions for government employees, out-of-control spending, and wasted tax dollars. We cannot trust the City to spend our hard-earned money wisely. ----- 1 ----- 2 ----- 3 ----- 4 ----- 5 ----- 6

(RESUME ASKING ALL RESPONDENTS)

9. Sometimes over the course of a survey people change their minds and others do not, so let me ask you one final 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 maintain Goleta's **(go-LEE-ta's)** long-term financial stability with locally controlled funding; prepare for/recover from public health emergencies/natural disasters; support public safety/9-1-1 response; keep public areas/parks clean/safe; retain local businesses/jobs; protect creeks/coastal waters from pollution; maintain open spaces; repair streets/potholes, address homelessness/other general services; 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, independent audits?

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/REFUSED -----	7

10. Next, as you may know, the City of Goleta could also consider different tax options to provide some funding for the kinds of services that are mentioned in the ballot measure you have been considering. I am now going to mention some of the other options the City of Goleta (**go-LEE-ta**) could consider instead of the one-cent sales tax we have been discussing. After each option I mention, please tell me whether you would be more likely to vote yes on the first one-cent sales tax to raise 9 million dollars for City services, or more likely to vote yes on the alternative option I mention. If you would not vote yes on either one, you can tell me that instead. And to be clear, only one of these options would appear on the ballot, if any. **(RANDOMIZE; IF NECESSARY AFTER READING OPTION, ASK: “Would you be more likely to vote yes on the first one-cent sales tax to raise 9 million dollars or yes on _____ (READ ITEM)?”)**

	<u>YES ON FIRST SALES TAX</u>	<u>YES ON THIS ALT TAX</u>	<u>NEITHER</u>	<u>(DON'T READ) DK/ NA</u>
[]a. A tax on businesses, based on the number of employees or square footage, generating \$2 Million (two million dollars) per year-----	1	2	3	4
[]b. A tax on businesses, based on gross income, generating \$2 Million (two million dollars) per year-----	1	2	3	4
[]c. A \$260 (two hundred and sixty dollar) parcel tax on homes and businesses generating \$2.5 Million (two point five million dollars) per year -----	1	2	3	4
[]d. A six percent tax on utilities including gas, water, electricity and telecommunications, generating \$4 Million (four million dollars) per year-----	1	2	3	4

(ASK SPLIT SAMPLE C ONLY)

- []e. A three percent increase, from 12 to 15 percent, to the tax paid by guests of hotels, motels, vacation rentals and other lodging, generating \$3 Million (**three million dollars**) per year, resulting in the City of Goleta having the highest Transient Occupancy Tax, also known as the “bed-tax,” in the area-----
- 1 ----- 2 ----- 3 ----- 4

(ASK SPLIT SAMPLE D ONLY)

- []f. A three percent increase, from 12 to 15 percent, to the tax paid by guests of hotels, motels, vacation rentals and other lodging, generating \$3 Million (**three million dollars**) per year-----
- 1 ----- 2 ----- 3 ----- 4

(RESUME ASKING ALL RESPONDENTS)

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

11. **(PT)** 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

12. 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 2020?

\$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

(ONLINE ONLY)

QX. What is your gender?

Male----- 1
 Female ----- 2
 Non-binary ----- 3
 Prefer not to say ----- 4

THANK AND TERMINATE

SEX (BY OBSERVATION):

Male----- 1
 Female ----- 2

LOI (BY OBSERVATION):

English----- 1
 Spanish ----- 2

REGISTRATION:

Democrat ----- 1
 Republican ----- 2
 No Party Preference ----- 3
 Other ----- 4

G12----- 2

P14 ----- 3

G14----- 4

P16 ----- 5

FLAGS

P12----- 1

G16 ----- 6
 P18 ----- 7
 G18 ----- 8
 P20 ----- 9
 G20 ----- 10
 BLANK ----- 11

VOTE BY MAIL

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

PERMANENT ABSENTEE

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

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
 BLANK ----- 12

HOUSEHOLD PARTY TYPE

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

DATE OF INTERVIEW

November X ----- 1
 November X ----- 2
 November X ----- 3
 November X ----- 4
 November X ----- 5
 November X ----- 6

A/B SPLIT SAMPLE

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

C/D SPLIT SAMPLE

Split C ----- 1
 Split D ----- 2

MODE OF INTERVIEW

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

ATTACHMENT 3

Amendment No. 1 with Props and Measures and the City of Goleta

**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

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:

A1BF8F896161498...

Winnie Cai, Assistant City Attorney

ATTACHMENT 4

Agreement No. 2021-047 Props and Measures Professional Outreach Services

DOCUMENT ROUTING AND APPROVAL FORM

Requires Council Approval: <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES Meeting Date:		Requires Vendor Set-up: <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES If no, Vendor Number: 003401	
Director Level Approval: <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES Site Authority: Michelle Greene, City Manager		Provide summary of agreement below: To provide professional public outreach services.	
Document Name and Type: <small>AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF GOLETA AND TERRIS BARNES WALTERS BOIGON HEATH LESTER</small>		Project Name: Professional Outreach Services	
Vendor Name: Props and Measures Contact Person: Jared Boigon Address: 50 Osgood Place, 4th Floor San Francisco, CA Phone Number: 415-816-3412 Email Address: jboigon@PropsandMeasures.com Business License Number:		City Project Manager: Ryan Kintz Contact Number: 951 288 6309 Email Address: rkintz@cityofgoleta.org Staff Routing Agreement: Ryan Kintz Contact Number: 951 288 6309 Email Address: rkintz@cityofgoleta.org	
AMOUNT NOT TO EXCEED: <div style="font-size: 24pt; font-weight: bold;">\$45,000</div>		ON CALL SERVICES? : <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES* <small>*On call services require one spreadsheet to track multiple PO's</small> COUNCIL APPROPRIATION NEEDED : <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES* <small>*May require Purchasing Officer's override to input Requisition</small>	

ROUTING PROCESS	DESCRIPTION	DATE	INITIAL
Department Head Initiation	Authority to initiate agreement	6/3/2021	<div style="border: 1px solid black; padding: 2px; display: inline-block;"> DS DocuSigned by: </div>
Risk Manager	Staff to initiate review of insurance provision in agreement	6/3/2021	<div style="border: 1px solid black; padding: 2px; display: inline-block;"> DS DocuSigned by: </div>
City Attorney	Contract review/Approve as form	6/3/2021	<div style="border: 1px solid black; padding: 2px; display: inline-block;"> DS DocuSigned by: </div>
Finance Director, Purchasing Officer	Funding Methods Approved/ Authorized, Purchase Requisition reviewed. Requisition Number: TBD Once agmt approved - NM	6/10/2021	<div style="border: 1px solid black; padding: 2px; display: inline-block;"> DS DocuSigned by: </div>
Vendor	Staff sends agreement to vendor via DocuSign for electronic signature and requests Insurance documents.	6/14/2021	<div style="border: 1px solid black; padding: 2px; display: inline-block;"> DS DocuSigned by: </div>
Staff (DocuSign User)	Staff receives electronically signed agreement and insurance documents from vendor.	6/14/2021	<div style="border: 1px solid black; padding: 2px; display: inline-block;"> DS DocuSigned by: </div>
<div style="border: 1px solid black; padding: 2px; display: inline-block;"> DocuSigned by: </div> <div style="border: 1px solid black; padding: 2px; display: inline-block;"> 6/14/2021 </div>	Risk Management shall rate Insurance and provide documents to Project Manager upon approval	6/14/2021	<div style="border: 1px solid black; padding: 2px; display: inline-block;"> DS DocuSigned by: </div>
City Manager	City Manager will approve and sign the agreement.	6/14/2021	<div style="border: 1px solid black; padding: 2px; display: inline-block;"> DS DocuSigned by: </div>
City Clerk	City Clerk will approve and sign the agreement.	6/21/2021	<div style="border: 1px solid black; padding: 2px; display: inline-block;"> DS DocuSigned by: </div>
Vendor	Staff will assign the vendor to receive a fully executed copy of the agreement via DocuSign.		

PLEASE RETURN SIGNED DOCUMENTS TO THE CITY CLERK'S OFFICE

BELOW FOR CITY CLERK PROCESSING ONLY					
FINALIZED ON:	INITIAL	RESOLUTION NO (IF APPLICABLE)	FILE NUMBER		

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,

City of Goleta

City Manager's Office and Props and Measures

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principals, partners, joint venturers, insurance carriers and any others who may claim through it to this AGREEMENT.

29. ENTIRE AGREEMENT BETWEEN PARTIES

Except for CONSULTANT'S proposals and submitted representations for obtaining this AGREEMENT, this AGREEMENT supersedes any other agreements, either oral or in writing, between the parties hereto with respect to the rendering of services, and contains all of the covenants and agreements between the parties with respect to said services.

30. PARTIAL INVALIDITY

If any provision in this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

31. NOTICES

Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

TO CITY: Attention: Michelle Greene, City Manager
City of Goleta
130 Cremona Drive, Suite B
Goleta, CA 93117

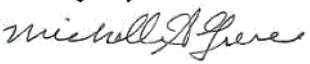
TO CONSULTANT: Attention: Jared Boigon
50 Osgood Place, 4th Floor
San Francisco, CA
94133

32. COUNTERPARTS AND ELECTRONIC/FACSIMILE SIGNATURES


This Agreement may be executed in several counterparts, which may be facsimile or electronic copies. Each counterpart is fully effective as an original, and together constitutes one and the same instrument.

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:

DE7CE468308944A...
Michelle Greene, City Manager

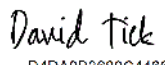
CONSULTANT

DocuSigned by:

59C41E072464409...
Jared Boigon, Partner/CEO

ATTEST

DocuSigned by:

A3E09F3473CA47E...
Deborah Lopez, City Clerk

DocuSigned by:

D4DA9B3689C4486...
David Tick, CFO

APPROVED AS TO FORM:

DocuSigned by:

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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/19/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MOC Insurance Services License No. 0589960 101 Montgomery St., Suite 800 San Francisco CA 94104	CONTACT NAME: Madelyn Lancot PHONE (A/C, No, Ext): (415) 957-0600 FAX (A/C, No): (415) 957-0577 E-MAIL ADDRESS: mlancot@mocins.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: Citizens Ins. Co. of America INSURER B: Hanover American Ins. Co. INSURER C: Hiscox Insurance Company INSURER D: INSURER E: INSURER F:	
NAIC #	
31534 36064	

COVERAGES **CERTIFICATE NUMBER:** CL2012859148

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		OBFD431868	11/17/2020	11/17/2021	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$						
	MED EXP (Any one person) \$ 10,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		OBFD431868	11/17/2020	11/17/2021	COMBINED SINGLE LIMIT (Ea accident) \$
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			OBFD431868	11/17/2020	11/17/2021	EACH OCCURRENCE \$ 1,000,000
	AGGREGATE \$ 1,000,000						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WZFD361933	09/01/2020	09/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	ERRORS AND OMISSIONS			USUUA2630235.20	09/15/2020	09/15/2021	Each Claim \$1,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate serves as evidence of insurance for the named insured. Certificate holder is fully included as an additional insured with respect to General Liability per written contract with the named insured per attached form #391-1006 08/16. Waiver of Subrogation applies in favor of the certificate holder per written contract with the named insured per attached form #391-1003 08/16.

CERTIFICATE HOLDER
CANCELLATION

City of Goleta 130 Cremona Dr., Suite B Goleta CA 93117	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p style="text-align: center;"><i>Madelyn Lancot</i></p>
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Named Insured: Terris Barnes Walters Boigon Heath, Inc.

Policy Number: OBF431868

insured's rights against all those other insurers.

- c. When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

- d. We will share the remaining loss, if any, with any other insurance that is not described in this provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations for this Coverage.

e. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable Limit of Insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable Limit of Insurance to the total applicable limits of insurance of all insurers.

- f. When this insurance is excess, we will have no duty under Business Liability Coverage to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so; but we will be entitled to the insured's rights against all those other insurers.

I. Premiums

1. The first Named Insured shown in the Declarations:

- a. Is responsible for the payment of all premiums; and
b. Will be the payee for any return premiums we pay.

2. The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation or anniversary of the effective date of this policy, we will compute the

premium in accordance with our rates and rules then in effect.

3. With our consent, you may continue this policy in force by paying a continuation premium for each successive one-year period. The premium must be:

a. Paid to us prior to the anniversary date; and

b. Determined in accordance with paragraph 2. above.

Our forms then in effect will apply. If you do not pay the continuation premium, this policy will expire on the first anniversary date that we have not received the premium.

4. Undeclared exposures or change in your business operation, acquisition or use of locations may occur during the policy period that is not shown in the Declarations. If so, we may require an additional premium. That premium will be determined in accordance with our rates and rules then in effect.

J. Premium Audit

1. This policy is subject to audit if a premium designated as an advance premium is shown in the Declarations. We will compute the final premium due when we determine your actual exposures.
2. Premium shown in this policy as advance premium is a deposit premium only. At the close of each audit period, we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
3. The first Named Insured must keep records of the information we need for premium computation and send us copies at such times as we may request.

K. Transfer of Rights of Recovery Against Others to Us

1. Applicable to **SECTION I - PROPERTY Coverage**:

If any person or organization to or for whom we make payment under this policy has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

a. Prior to a loss to your Covered Property.

b. After a loss to your Covered Property only if, at time of loss, that party is one of the following:

(1) Someone insured by this insurance;

(2) A business firm:

(a) Owned or controlled by you; or

(b) That owns or controls you; or

(3) Your tenant.

You may also accept the usual bills of lading or shipping receipts limiting the liability of carriers.

This will not restrict your insurance.

2. Applicable to **SECTION II - LIABILITY** Coverage:

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair such rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

We waive any right of recovery we may have against any person or organization with whom you have a written contract, permit or agreement to waive any rights of recovery against such person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard".

This condition does not apply to Medical Expenses Coverage.

L. **Transfer of Your Rights and Duties Under This Policy**

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual Named Insured. If you die, your rights and duties will be transferred to your legal representative but only while that legal representative is acting within the scope of their duties as your legal representative. Until your legal representative is appointed, anyone with proper temporary custody of your property will have your rights and duties but only with respect to that property.

Named Insured: Terris Barnes Walters Boigon Heath, Inc.
Policy Number: OBFD431868

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESSOWNERS LIABILITY SPECIAL BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SUMMARY OF COVERAGES	Limits	Page
1. Additional Insured by Contract, Agreement or Permit	Included	1
2. Additional Insured - Broad Form Vendors	Included	2
3. Alienated Premises	Included	3
4. Broad Form Property Damage - Borrowed Equipment, Customers Goods and Use of Elevators	Included	3
5. Incidental Malpractice (Employed Nurses, EMT's and Paramedics)	Included	3
6. Personal and Advertising Injury - Broad Form	Included	4
7. Product Recall Expense	Included	4
Product Recall Expense Each Occurrence Limit	\$25,000 Occurrence	5
Product Recall Expense Aggregate Limit	\$50,000 Aggregate	5
Product Recall Deductible	\$500	5
8. Unintentional Failure to Disclose Hazards	Included	6
9. Unintentional Failure to Notify	Included	6

This endorsement amends coverages provided under the Businessowners Coverage Form through new coverages and broader coverage grants. This coverage is subject to the provisions applicable to the Businessowners Coverage Form, except as provided below.

The following changes are made to **SECTION II - LIABILITY**:

1. Additional Insured by Contract, Agreement or Permit

The following is added to **SECTION II - LIABILITY, C. Who Is An Insured**:

Additional Insured by Contract, Agreement or Permit

- a. Any person or organization with whom you agreed in a written contract, written agreement or permit to add such person or organization as an additional insured on your policy is an additional insured only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:

- (1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;

- (2) Premises you own, rent, lease or occupy; or

- (3) Your maintenance, operation or use of equipment leased to you.

b. The insurance afforded to such additional insured described above:

- (1) Only applies to the extent permitted by law; and

- (2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.

- (3) Applies on a primary basis if that is required by the written contract, written agreement or permit.

- (4) Will not be broader than coverage provided to any other insured.

- (5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.

c. This provision does not apply:

- (1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal injury and advertising injury".
- (2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
- (3) To any lessor of equipment:
 - (a) After the equipment lease expires; or
 - (b) If the "bodily injury", "property damage", "personal and advertising injury" arises out of sole negligence of the lessor.
- (4) To any:
 - (a) Owners or other interests from whom land has been leased if the "occurrence" takes place or the offense is committed after the lease for the land expires; or
 - (b) Managers or lessors of premises if:
 - (i) The "occurrence" takes place or the offense is committed after you cease to be a tenant in that premises; or
 - (ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
- (5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and advertising injury" involved the rendering of or failure to render any professional services by or for you.

d. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION II - LIABILITY, D. Liability and Medical Expense Limits of Insurance**:

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

1. Required by the contract, agreement or permit described in Paragraph a.; or
2. Available under the applicable Limits of Insurance shown in the Declarations.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

- e. All other insuring agreements, exclusions, and conditions of the policy apply.

2. **Additional Insured - Broad Form Vendors**

The following is added to **SECTION II - LIABILITY, C. Who Is An Insured**:

Additional Insured - Broad Form Vendors

- a. Any person or organization that is a vendor with whom you agreed in a written contract or written agreement to include as an additional insured under this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.
- b. The insurance afforded to such vendor described above:
 - (1) Only applies to the extent permitted by law;
 - (2) Will not be broader than the insurance which you are required by the contract or agreement to provide for such vendor;
 - (3) Will not be broader than coverage provided to any other insured; and
 - (4) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto
- c. With respect to insurance afforded to such vendors, the following additional exclusions apply:

The insurance afforded to the vendor does not apply to:

 - (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reasons of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement;
 - (2) Any express warranty unauthorized by you;

- (3) Any physical or chemical change in the product made intentionally by the vendor;
 - (4) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instruction from the manufacturer, and then repackaged in the original container;
 - (5) Any failure to make such inspection, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product;
 - (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor;
 - (8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (a) The exceptions contained within the exclusion in subparagraphs (4) or (6) above; or
 - (b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
 - (9) "Bodily injury" or "property damage" arising out of an "occurrence" that took place before you have signed the contract or agreement with the vendor.
 - (10) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
 - (11) Any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- d. With respect to the insurance afforded to these vendors, the following is added to **SECTION II - LIABILITY, D. Liability and Medical Expense Limits of Insurance:**

The most we will pay on behalf of the vendor for a covered claim is the lesser of the amount of insurance:

1. Required by the contract or agreement described in Paragraph a.; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

3. Alienated Premises

SECTION II - LIABILITY, B. Exclusions, 1. Applicable To Business Liability Coverage k. Damage to Property, paragraph (2) is replaced by the following:

- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises and occurred from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned.

4. Broad Form Property Damage - Borrowed Equipment, Customers Goods, Use of Elevators

- a. The following is added to **SECTION II - LIABILITY, B. Exclusions, 1. Applicable To Business Liability Coverage, k. Damage to Property:**

Paragraph (4) does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraph (3), (4) and (6) do not apply to "property damage" to "customers goods" while on your premises nor to the use of elevators.

- b. For the purposes of this endorsement, the following definition is added to **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions:**

1. "Customers goods" means property of your customer on your premises for the purpose of being:

- a. Worked on; or
- b. Used in your manufacturing process.

- c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent or on any other basis.

5. Incidental Malpractice - Employed Nurses, EMT's and Paramedics

SECTION II - LIABILITY, C. Who Is An Insured, paragraph 2.a.(1)(d) does not apply to a nurse,

emergency medical technician or paramedic employed by you if you are not engaged in the business or occupation of providing medical, paramedical, surgical, dental, x-ray or nursing services.

6. Personal Injury - Broad Form

a. **SECTION II - LIABILITY, B. Exclusions, 2. Additional Exclusions Applicable only to "Personal and Advertising Injury"**, paragraph e. is deleted.

b. **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions, 14. "Personal and advertising injury"**, paragraph b. is replaced by the following:

b. Malicious prosecution or abuse of process.

c. The following is added to **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions, Definition 14. "Personal and advertising injury"**:

"Discrimination" (unless insurance thereof is prohibited by law) that results in injury to the feelings or reputation of a natural person, but only if such "discrimination" is:

(1) Not done intentionally by or at the direction of:

(a) The insured;

(b) Any officer of the corporation, director, stockholder, partner or member of the insured; and

(2) Not directly or indirectly related to an "employee", not to the employment, prospective employment or termination of any person or persons by an insured.

d. For purposes of this endorsement, the following definition is added to **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions**:

1. "Discrimination" means the unlawful treatment of individuals based upon race, color, ethnic origin, gender, religion, age, or sexual preference. "Discrimination" does not include the unlawful treatment of individuals based upon developmental, physical, cognitive, mental, sensory or emotional impairment or any combination of these.

e. This coverage does not apply if liability coverage for "personal and advertising injury" is excluded either by the provisions of the Coverage Form or any endorsement thereto.

7. Product Recall Expense

a. **SECTION II - LIABILITY, B. Exclusions, 1. Applicable To Business Liability Coverage,**

o. Recall of Products, Work or Impaired Property is replaced by the following:

o. Recall of Products, Work or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

If such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it, but this exclusion does not apply to "product recall expenses" that you incur for the "covered recall" of "your product".

However, the exception to the exclusion does not apply to "product recall expenses" resulting from:

(4) Failure of any products to accomplish their intended purpose;

(5) Breach of warranties of fitness, quality, durability or performance;

(6) Loss of customer approval, or any cost incurred to regain customer approval;

(7) Redistribution or replacement of "your product" which has been recalled by like products or substitutes;

(8) Caprice or whim of the insured;

(9) A condition likely to cause loss of which any insured knew or had reason to know at the inception of this insurance;

(10) Asbestos, including loss, damage or clean up resulting from asbestos or asbestos containing materials; or

(11) Recall of "your products" that have no known or suspected defect solely because a known or suspected defect in another of "your products" has been found.

b. The following is added to **SECTION II - LIABILITY, C. Who Is An Insured**, paragraph 3.b.:

"Product recall expense" arising out of any withdrawal or recall that occurred before you acquired or formed the organization.

- c. The following is added to **SECTION II - LIABILITY, D. Liability and Medical Expenses Limits of Insurance:**

Product Recall Expense Limits of Insurance

- a. The Limits of Insurance shown in the SUMMARY OF COVERAGES of this endorsement and the rules stated below fix the most that we will pay under this Product Recall Expense Coverage regardless of the number of:
 - (1) Insureds;
 - (2) "Covered Recalls" initiated; or
 - (3) Number of "your products" withdrawn.
- b. The Product Recall Expense Aggregate Limit is the most that we will reimburse you for the sum of all "product recall expenses" incurred for all "covered recalls" initiated during the policy period.
- c. The Product Recall Each Occurrence Limit is the most we will pay in connection with any one defect or deficiency.
- d. All "product recall expenses" in connection with substantially the same general harmful condition will be deemed to arise out of the same defect or deficiency and considered one "occurrence".
- e. Any amount reimbursed for "product recall expenses" in connection with any one "occurrence" will reduce the amount of the Product Recall Expense Aggregate Limit available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.
- f. If the Product Recall Expense Aggregate Limit has been reduced by reimbursement of "product recall expenses" to an amount that is less than the Product Recall Expense Each Occurrence Limit, the remaining Aggregate Limit is the most that will be available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.
- g. **Product Recall Deductible**
We will only pay for the amount of "product recall expenses" which are in excess of the \$500 Product Recall Deductible. The Product Recall Deductible applies separately to each "covered recall". The limits of insurance will not be reduced by the amount of this deductible.

We may, or will if required by law, pay all or any part of any deductible amount, if applicable. Upon notice of our payment

of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

The Product Recall Expense Limits of Insurance apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for the purposes of determining the Limits of Insurance.

- d. The following is added to **SECTION II - LIABILITY, E. Liability and Medical Expense General Conditions, 2. Duties in the Event of Occurrence, Offense, Claim or Suit:**

You must see to it that the following are done in the event of an actual or anticipated "covered recall" that may result in "product recall expense":

- (1) Give us prompt notice of any discovery or notification that "your product" must be withdrawn or recalled. Include a description of "your product" and the reason for the withdrawal or recall;
 - (2) Cease any further release, shipment, consignment or any other method of distribution of like or similar products until it has been determined that all such products are free from defects that could be a cause of loss under this insurance.
- e. For the purpose of this endorsement, the following definitions are added to **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions:**
1. "Covered recall" means a recall made necessary because you or a government body has determined that a known or suspected defect, deficiency, inadequacy, or dangerous condition in "your product" has resulted or will result in "bodily injury" or "property damage".
 2. "Product recall expense(s)" means:
 - a. Necessary and reasonable expenses for:
 - (1) Communications, including radio or television announcements or printed advertisements including stationary, envelopes and postage;

- (2) Shipping the recalled products from any purchaser, distributor or user to the place or places designated by you;
 - (3) Remuneration paid to your regular "employees" for necessary overtime;
 - (4) Hiring additional persons, other than your regular "employees";
 - (5) Expenses incurred by "employees" including transportation and accommodations;
 - (6) Expenses to rent additional warehouse or storage space;
 - (7) Disposal of "your product", but only to the extent that specific methods of destruction other than those employed for trash discarding or disposal are required to avoid "bodily injury" or "property damage" as a result of such disposal,
 you incur exclusively for the purpose of recalling "your product"; and
 - b. Your lost profit resulting from such "covered recall".
- f. This Product Recall Expense Coverage does not apply:
- (1) If the "products - completed operations hazard" is excluded from coverage under this Coverage Part including any endorsement thereto; or
 - (2) To "product recall expense" arising out of any of "your products" that are otherwise excluded from coverage under this Coverage Part including endorsements thereto.
- 8. Unintentional Failure to Disclose Hazards**
 The following is added to **SECTION II - LIABILITY, E. Liability and Medical Expenses General Conditions:**
Representations
 We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.
- 9. Unintentional Failure to Notify**
 The following is added to **SECTION II - LIABILITY, E. Liability and Medical Expenses General Conditions, 2. Duties in the Event of Occurrence, Offense, Claim or Suit:**
 Your rights afforded under this Coverage Part shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury", "property damage" or "personal and advertising injury" is not covered under this Policy.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

REQUISITION

Requisition #: 21CM007
Date: 06/02/2021
Vendor #: 003401

ISSUED TO: TERRIS BARNES WALTERS BOLGON SHIP TO: CITY OF GOLETA
50 OSGOOD PL 130 CREMONA DRIVE, SUITE B
STE 400 GOLETA, CA 93117
SAN FRANCISCO, CA 94133-

ITEM	UNITS	DESCRIPTION	PROJECT #	PRICE	GL ACCOUNT NUMBER	AMOUNT
1	0	Professional public outreach services		0.00	101-10-1200-51200	45,000.00
Detailed Description: Professional public outreach services for possible revenue development						

SUBTOTAL:	45,000.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	45,000.00

Authorized By: _____