

**AGREEMENT FOR PROFESSIONAL SERVICES
FOR SALES TAX MEASURE PUBLIC OUTREACH AND COMMUNICATIONS
PROGRAM**

This Agreement is made and entered into this _____ day of _____, 2022, (the "Effective Date") by and between the TOWN OF SAN ANSELMO (hereinafter "**TOWN**"), and TERRIS BARNES WALTERS BOIGON HEATH LESTER, INC., a California Corporation d/b/a TBWBH Props & Measures (hereinafter "**CONSULTANT**").

RECITALS

WHEREAS, at its meeting of January 11, 2022, the San Anselmo Town Council directed staff to enlist a consultant to conduct ballot measure electoral feasibility, public outreach and communication consulting to evaluate placing a potential future revenue measure on the November 2022 ballot; and

WHEREAS, **CONSULTANT** has the specialized skill and ability to conduct the public outreach and communication consulting requested by the Town Council; and

WHEREAS, **TOWN** desires to contract with **CONSULTANT** to obtain the services included in **CONSULTANT**'s Scope of Work set forth in Exhibit A upon the terms and conditions contained in this Agreement; and

WHEREAS, **CONSULTANT** desires to contract with **TOWN** to render such services upon the terms and conditions contained in this Agreement.

AGREEMENT

NOW, THEREFORE, the parties hereby agree as follows:

1. **PROJECT COORDINATION.**

A. **TOWN'S Project Manager.** The Town Manager or his designee is hereby designated the PROJECT MANAGER for the **TOWN** and said PROJECT MANAGER shall supervise all aspects of the progress and execution of this Agreement.

B. **CONSULTANT'S Project Director.** **CONSULTANT** shall assign a single PROJECT DIRECTOR to have overall responsibility for the progress and execution of this Agreement for **CONSULTANT**. _____ is hereby designated as the PROJECT DIRECTOR for **CONSULTANT**. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute PROJECT DIRECTOR, for any reason, the **CONSULTANT** shall notify the **TOWN** within ten (10) business days of the substitution.

2. **DUTIES OF CONSULTANT.**

CONSULTANT shall perform the duties and/or provide services as described in Exhibit A, which is hereby incorporated by reference.

3. **DUTIES OF TOWN.**

TOWN shall pay the compensation as provided in Paragraph 4 and provide information to **CONSULTANT** upon request.

4. **COMPENSATION.**

For the full performance of the services described herein by **CONSULTANT**, **TOWN** shall pay **CONSULTANT** in accordance with the Fees & Costs included in Exhibit A, which is attached hereto and incorporated herein by reference.

Payment will be made monthly upon receipt by PROJECT MANAGER of itemized invoices submitted by **CONSULTANT**.

5. **TERM OF AGREEMENT.**

The term of this Agreement shall run from the Effective Date through completion of all services to be rendered by **CONSULTANT** as described in Exhibit A.

6. **TERMINATION.**

A. **Discretionary.** Either party may terminate this Agreement without cause upon thirty (30) days written notice mailed or personally delivered to the other party.

B. **Cause.** Either party may terminate this Agreement for cause upon fifteen (15) days written notice mailed or personally delivered to the other party, and the notified party's failure to cure or correct the cause of the termination, to the reasonable satisfaction of the party giving such notice, within such fifteen (15) day time period.

C. **Effect of Termination.** Upon receipt of notice of termination, neither party shall incur additional obligations under any provision of this Agreement without the prior written consent of the other.

D. **Return of Documents.** Upon termination, any and all **TOWN** documents or materials provided to **CONSULTANT** and any and all of **CONSULTANT's** documents and materials prepared for or relating to the performance of its duties under this Agreement, shall be delivered to **TOWN** as soon as possible, but not later than thirty (30) days after termination.

7. **OWNERSHIP OF DOCUMENTS.**

The written documents and materials prepared by the **CONSULTANT** in connection with the performance of its duties under this Agreement, shall be the sole property of **TOWN**. **TOWN** may use said property for any purpose, including projects not contemplated by this Agreement.

8. INSPECTION AND AUDIT.

Upon reasonable notice, **CONSULTANT** shall make available to **TOWN**, or its agent, for inspection and audit, all documents and materials maintained by **CONSULTANT** in connection with its performance of its duties under this Agreement. **CONSULTANT** shall fully cooperate with **TOWN** or its agent in any such audit or inspection.

9. ASSIGNABILITY.

The parties agree that they shall not assign or transfer any interest in this Agreement nor the performance of any of their respective obligations hereunder, without the prior written consent of the other party, and any attempt to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

10. INSURANCE.

A. **Scope of Coverage.** During the term of this Agreement, **CONSULTANT** shall maintain, at no expense to **TOWN**, the following insurance policies:

1. A commercial general liability insurance policy in the minimum amount of one million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) aggregate, for death, bodily injury, personal injury, or property damage.

2. An automobile liability (owned, non-owned, and hired vehicles) insurance policy in the minimum amount of one million dollars (\$1,000,000) dollars per occurrence.

3. If any licensed professional performs any of the services required to be performed under this Agreement, a professional liability insurance policy in the minimum amount of one million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) aggregate, to cover any claims arising out of the **CONSULTANT's** performance of services under this Agreement. Where **CONSULTANT** is a professional not required to have a professional license, **TOWN** reserves the right to require **CONSULTANT** to provide professional liability insurance pursuant to this section.

4. If it employs any person, **CONSULTANT** shall maintain worker's compensation insurance, as required by the State of California, with statutory limits, and employer's liability insurance with limits of no less than one million dollars (\$1,000,000) per accident for bodily injury or disease. **CONSULTANT's** worker's compensation insurance shall be specifically endorsed to waive any right of subrogation against **TOWN**.

B. **Other Insurance Requirements.** The insurance coverage required of the **CONSULTANT** in subparagraph A of this section above shall also meet the following requirements:

1. Except for professional liability insurance or worker's compensation insurance, the insurance policies shall be specifically endorsed to include the **TOWN**, its officers,

agents, employees, and volunteers, as additional insureds (for both ongoing and completed operations) under the policies.

2. The additional insured coverage under **CONSULTANT'S** insurance policies shall be "primary and noncontributory" with respect to any insurance or coverage maintained by **TOWN** and shall not call upon **TOWN's** insurance or self-insurance coverage for any contribution. The "primary and noncontributory" coverage in **CONSULTANT'S** policies shall be at least as broad as ISO form CG20 01 04 13.

3. Except for professional liability insurance or worker's compensation insurance, the insurance policies shall include, in their text or by endorsement, coverage for contractual liability and personal injury.

4. By execution of this Agreement, **CONSULTANT** hereby grants to **TOWN** a waiver of any right to subrogation which any insurer of **CONSULTANT** may acquire against **TOWN** by virtue of the payment of any loss under such insurance. **CONSULTANT** agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not **TOWN** has received a waiver of subrogation endorsement from the insurer.

5. If the insurance is written on a Claims Made Form, then, following termination of this Agreement, said insurance coverage shall survive for a period of not less than five years.

6. The insurance policies shall provide for a retroactive date of placement coinciding with the effective date of this Agreement.

7. The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of **TOWN** (if agreed to in a written contract or agreement) before **TOWN'S** own insurance or self-insurance shall be called upon to protect it as a named insured.

8. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to **TOWN** or any other additional insured party. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the obligations of the **CONSULTANT** under this agreement.

C. Deductibles and SIR's. Any deductibles or self-insured retentions in **CONSULTANT's** insurance policies must be declared to and approved by the PROJECT MANAGER and **TOWN** Attorney and shall not reduce the limits of liability. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or **TOWN** or other additional insured party. At **TOWN's**

option, the deductibles or self-insured retentions with respect to **TOWN** shall be reduced or eliminated to **TOWN's** satisfaction, or **CONSULTANT** shall procure a bond guaranteeing payment of losses and related investigations, claims administration, attorney's fees and defense expenses.

D. **Proof of Insurance.** **CONSULTANT** shall provide to the PROJECT MANAGER or **TOWN'S** TOWN Attorney all of the following: (1) Certificates of Insurance evidencing the insurance coverage required in this Agreement; (2) a copy of the policy declaration page and/or endorsement page listing all policy endorsements for the commercial general liability policy, and (3) excerpts of policy language or specific endorsements evidencing the other insurance requirements set forth in this Agreement. **TOWN** reserves the right to obtain a full certified copy of any insurance policy and endorsements from **CONSULTANT**. Failure to exercise this right shall not constitute a waiver of the right to exercise it later. The insurance shall be approved as to form and sufficiency by PROJECT MANAGER and the Town Attorney.

11. INDEMNIFICATION.

A. Except as otherwise provided in Paragraph B., **CONSULTANT** shall, to the fullest extent permitted by law, indemnify, release, defend with counsel approved by **TOWN**, and hold harmless **TOWN**, its officers, agents, employees and volunteers (collectively, the "**TOWN Indemnitees**"), from and against any claim, demand, suit, judgment, loss, liability or expense of any kind, including but not limited to attorney's fees, expert fees and all other costs and fees of litigation, (collectively "**CLAIMS**"), arising out of **CONSULTANT'S** performance of its obligations or conduct of its operations under this Agreement. The **CONSULTANT's** obligations apply regardless of whether or not a liability is caused or contributed to by the active or passive negligence of the **TOWN Indemnitees**. However, to the extent that liability is caused by the active negligence or willful misconduct of the **TOWN Indemnitees**, the **CONSULTANT's** indemnification obligation shall be reduced in proportion to the **TOWN Indemnitees'** share of liability for the active negligence or willful misconduct. In addition, the acceptance or approval of the **CONSULTANT's** work or work product by the **TOWN** or any of its directors, officers or employees shall not relieve or reduce the **CONSULTANT's** indemnification obligations. In the event the **TOWN Indemnitees** are made a party to any action, lawsuit, or other adversarial proceeding arising from **CONSULTANT'S** performance of or operations under this Agreement, **CONSULTANT** shall provide a defense to the **TOWN Indemnitees** or at **TOWN'S** option reimburse the **TOWN Indemnitees** their costs of defense, including reasonable attorneys' fees, incurred in defense of such claims.

B. Where the services to be provided by **CONSULTANT** under this Agreement are design professional services to be performed by a design professional as that term is defined under Civil Code Section 2782.8, then, to the extent permitted by law including without limitation, Civil Code sections 2782, 2782.6 and 2782.8, **CONSULTANT** shall indemnify and hold harmless the **TOWN** and its officers, officials, and employees (collectively **TOWN Indemnitees**) from and against damages, liabilities or costs (including incidental damages. Court costs, reasonable attorney's fees as may be determined by the Court, litigation expenses and fees of expert witnesses incurred in connection therewith and costs of investigation) to the extent they are caused by the negligence, recklessness, or willful misconduct of **CONSULTANT**, or any subconsultants, or subcontractor or anyone directly or indirectly employed by them, or anyone for whom they are

legally liable (collectively Liabilities). Such obligation to hold harmless and indemnify any indemnity shall not apply to the extent that such Liabilities are caused in part by the negligence or willful misconduct of such TOWN Indemnatee.

C. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement, and shall survive the termination or completion of this Agreement for the full period of time allowed by law.

12. NONDISCRIMINATION.

CONSULTANT shall not discriminate, in any way, against any person on the basis of age, sex, race, color, religion, ancestry, national origin or disability in connection with or related to the performance of its duties and obligations under this Agreement.

13. COMPLIANCE WITH ALL LAWS.

CONSULTANT shall observe and comply with all applicable federal, state and local laws, ordinances, codes and regulations, in the performance of its duties and obligations under this Agreement. **CONSULTANT** shall perform all services under this Agreement in accordance with these laws, ordinances, codes and regulations. **CONSULTANT** shall release, defend, indemnify and hold harmless **TOWN**, its officers, agents and employees from any and all damages, liabilities, penalties, fines and all other consequences from any noncompliance or violation of any laws, ordinances, codes or regulations.

14. NO THIRD PARTY BENEFICIARIES.

TOWN and **CONSULTANT** do not intend, by any provision of this Agreement, to create in any third party, any benefit or right owed by one party, under the terms and conditions of this Agreement, to the other party.

15. NOTICES.

All notices and other communications required or permitted to be given under this Agreement, including any notice of change of address, shall be in writing and given by personal delivery, or deposited with the United States Postal Service, postage prepaid, addressed to the parties intended to be notified. Notice shall be deemed given as of the date of personal delivery, or if mailed, upon the date of deposit with the United States Postal Service. Notice shall be given as follows:

TO **TOWN**'s Project Manager:

Dave Donery, Town Manager
Town of San Anselmo
525 San Anselmo Avenue
San Anselmo, CA 94960

TO **CONSULTANT**'s Project Director:

16. INDEPENDENT CONTRACTOR.

For the purposes, and for the duration, of this Agreement, **CONSULTANT**, its officers, agents and employees shall act in the capacity of an Independent Contractor, and not as employees of the **TOWN**. **CONSULTANT** and **TOWN** expressly intend and agree that the status of **CONSULTANT**, its officers, agents and employees be that of an Independent Contractor and not that of an employee of **TOWN**.

17. ENTIRE AGREEMENT -- AMENDMENTS.

A. The terms and conditions of this Agreement, all exhibits attached, and all documents expressly incorporated by reference, represent the entire Agreement of the parties with respect to the subject matter of this Agreement.

B. This written Agreement shall supersede any and all prior agreements, oral or written, regarding the subject matter between the **CONSULTANT** and the **TOWN**.

C. No other agreement, promise or statement, written or oral, relating to the subject matter of this Agreement, shall be valid or binding, except by way of a written amendment to this Agreement.

D. The terms and conditions of this Agreement shall not be altered or modified except by a written amendment to this Agreement signed by the **CONSULTANT** and the **TOWN**.

E. If any conflicts arise between the terms and conditions of this Agreement, and the terms and conditions of the attached exhibits or the documents expressly incorporated by reference, the terms and conditions of this Agreement shall control.

18. SET-OFF AGAINST DEBTS.

CONSULTANT agrees that **TOWN** may deduct from any payment due to **CONSULTANT** under this Agreement, any monies which **CONSULTANT** owes **TOWN** under any ordinance, agreement, contract or resolution for any unpaid taxes, fees, licenses, assessments, unpaid checks or other amounts.

19. WAIVERS.

The waiver by either party of any breach or violation of any term, covenant or condition of this Agreement, or of any ordinance, law or regulation, shall not be deemed to be a waiver of any other term, covenant, condition, ordinance, law or regulation, or of any subsequent breach or violation of the same or other term, covenant, condition, ordinance, law or regulation. The subsequent acceptance by either party of any fee, performance, or other consideration which may become due or owing under this Agreement, shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, condition, covenant of this Agreement or any applicable law, ordinance or regulation.

20. TOWN BUSINESS LICENSE / OTHER TAXES.

CONSULTANT shall obtain and maintain during the duration of this Agreement, a **TOWN** business license as required by the San Anselmo Municipal Code **CONSULTANT** shall pay any and all state and federal taxes and any other applicable taxes. **TOWN** shall not be required to pay for any work performed under this Agreement, until **CONSULTANT** has provided **TOWN** with a completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification).

21. SURVIVAL OF TERMS.

Any terms of this Agreement that by their nature extend beyond the term (or termination) of this Agreement shall remain in effect until fulfilled and shall apply to both Parties' respective successors and assigns.

22. APPLICABLE LAW.

The laws of the State of California shall govern this Agreement.

23. COUNTERPARTS AND ELECTRONIC SIGNATURE.

This Agreement may be executed by electronic signature and in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one document. Counterpart signature pages may be delivered by telecopier, email or other means of electronic transmission.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day, month and year first above written.

TOWN OF SAN ANSELMO

CONSULTANT

DAVE DONERY, Town Manager

By: _____

Name: _____

Title: _____

ATTEST:

CARLA KACMAR, Town Clerk

By: _____

Exhibit A
Scope of Services and Fees & Costs



Proposal for Revenue Measure Consulting Services

Prepared for:

Town of San Anselmo

January 7, 2022

Jeff Zuba
Finance & Administrative Services Director
Town of San Anselmo
525 San Anselmo Ave
San Anselmo, CA 94960

Dear Mr. Zuba:

Thank you for the opportunity to present this proposal for revenue measure consulting services, as you consider a potential sales tax measure for the 2022 ballot for the Town of Anselmo. We were proud to work with San Anselmo in 2013 to help develop and pass the Measure D sales tax, and we're eager to work with you once again on a successful effort.

TBWBH Props & Measures is a strategy and communications consulting firm that specializes in helping cities, towns and other public agencies build public consensus for public finance ballot measures. Our work on nearly 500 successful revenue measures in communities throughout California has generated billions in voter-approved funding for public agencies. We are proud to be California's leading revenue measure consulting firm.

We believe that our firm's skills, expertise and experience offer a unique fit to help you navigate the challenges associated with this project:

- **Unmatched Experience on Voter-Approved Revenue Measures for Cities.** TBWBH has unmatched experience guiding city and town tax measures to victory. We've helped prepare and pass 75 different measures for California cities and towns, large and small. In 2020 alone, we helped pass 18 successful revenue measures for California cities, including a successful renewal and increase of the sales tax measure for your neighbors in San Rafael.
- **Unmatched Experience in Marin County.** TBWBH has worked on over 30 successful revenue measures in Marin County, including multiple measures for the County itself, Transportation Authority of Marin, Marin Wildfire Prevention Authority, Marin County Open Space District, College of Marin, and many cities and school districts throughout the county. A full listing of our Marin experience is included in this proposal.
- **Success During the Pandemic**
The pandemic has altered voter opinions and communication practices, changing attitudes about tax measures and local government. TBWBH has extensive experience blending today's digital tools with grassroots tactics to reach voters during the pandemic. In both the March and November 2020 elections, as well as local special elections in 2021, we gained valuable experience developing measures and messaging that were appropriate for and sensitive to current voter attitudes and opinions.
- **Today's communication tools.** TBWBH takes full advantage of modern communication tactics, including social media and digital advertising. We are also experts in traditional print media, direct mail and earned media, allowing us to help you efficiently leverage a full array of communication channels to engage voters.





- **Customized Approach.** We don't apply a "cookie-cutter" approach to local tax measures. Our prior clients will tell you that our attention to the unique political challenges of your funding measure and the current political environment set us apart from others in our industry.
- **Capacity and Infrastructure to Serve You.** All qualified political firms are busy during election years. Unlike our competitors, whose firms are comprised of one or two principal consultants, TBWBH has a team of professionals to ensure your project receives the attention and service it deserves. I am one of TBWBH's seven practicing partners and will serve as your day-to-day contact throughout the project. TBWBH's partners are supported by the largest and most experienced staff in our industry. TBWBH is one of the only firms in our industry that maintains an in-house graphic design department, digital media coordinator and production coordination team to ensure your messaging, media and materials are of the highest quality and delivered on time and on budget.

We are confident that you will find our qualifications, experience and attention to client service are unmatched. The remainder of this proposal provides additional detail about our firm and services. If you have any questions, please do not hesitate to reach out.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Charles Heath'.

Charles Heath

Partner

cheath@propsandmeasures.com

415-810-8053



About TBWBH Props & Measures

TBWBH Props & Measures is a non-partisan strategy and communications consulting firm specializing in bond, tax and other public finance ballot measures supporting public programs, services and facilities. TBWBH (formerly known as TBWB Strategies) launched in 2005 as an offshoot of Terris Barnes & Walters Political Media, which has been winning campaigns in California since 1988.

Building Public Consensus in Communities Throughout California

Successful revenue measures are built upon a foundation of strong community consensus. We work with our clients to identify shared community priorities and values in order to identify the elements of a successful revenue proposal. We have built community consensus for revenue measures in hundreds of communities throughout our home state of California and many communities across the country. We know how to develop successful revenue proposals and communicate with voters in urban, suburban and rural communities.

Revenue Measure Expertise

The partners and consultants at TBWBH have experience with over 500 successful public finance ballot measures that have raised tens of billions of dollars in voter-approved revenue for public programs, services and facilities. The successful measures include bonds, parcel taxes, sales taxes, transient occupancy taxes, utility users taxes, assessments and fees. We help cities, towns, counties, school districts, community colleges, parks, water and open space districts, fire districts, libraries, healthcare districts, transportation and transit agencies and others.

Commitment to Client Service

We have found that a close partnership with attention to daily details is essential. We know public finance measures, and you know the communities you serve. We also understand that the reputation of your agency is at stake every time you seek funding from your community. It's not enough just to "win," but the measure and the related messaging must help you strengthen your relationship with your community.

Project Leadership

TBWBH has seven experienced partners with the time and capacity to give your effort the devoted senior-level attention it deserves. Your project will not be handed off to inexperienced staff once the contract is signed. You will work directly with Charles Heath, a Partner in our firm who will oversee all quality control aspects of the project. Our direct and personal "in the trenches" experience guiding recent successful tax and bond measures offers a keen understanding of the nuances in messaging and strategy required for success.

Project Support

All qualified political firms will be busy in an election year. With over twenty talented employees, TBWBH maintains the largest and best-trained support team in our industry. Under the close supervision of the Partner leading the project strategy, messaging and direction, one of TBWBH's experienced consultants will focus on managing project logistics to ensure the project is completed on time, on budget and with no deadlines missed. One or more of TBWBH's Associates will be assigned to provide logistical support to the team.



In-House Graphic Design, Digital Media and Production Coordination

Local residents receive their information in a variety of ways. We offer innovative multimedia communication plans that deliver your message through a combination of direct mail, email, online display advertising, pre-roll video advertising and social media advertising to ensure a thorough reach to voters and maximize visibility. TBWBH has unmatched experience blending traditional and new media strategies to maximize the impact of your message. TBWBH is one of the few firms in our industry that maintains an in-house Art Department and Production Department. This allows us to produce award-winning, creative concepts and attend to all the details required for efficient and timely delivery of digital media and printed materials.

TBWBH Props and Measures Marin County Experience

TBWBH has worked with more than 30 public agencies in Marin County over the last two decades and has helped pass many revenue measures. This understanding and experience has prepared us to effectively work locally to garner input and build consensus, as well as inform voters and opinion leaders.

- San Rafael Elementary School District: 2021 Parcel Tax, 68.37%
- San Rafael High School District: 2021 Parcel Tax, 69.55%
- City of San Rafael: 2020 Sales Tax, 61.66%
- Marin County Wildfire Prevention Agency: 2020 Parcel Tax, 70.80%
- Tamalpais Union High SD: 2020 School Parcel Tax, 73.63%
- Reed Union School District: 2019 School Parcel Tax, 74.83%
- City of San Rafael: 2018 Marijuana Business Tax, 83.42%
- Miller Creek School District: 2018 Parcel Tax, 70.64%
- Kentfield School District: 2018 Parcel Tax, 68.53%
- Tamalpais Union High School District: 2018 Parcel Tax, 73.99%
- Transportation Authority of Marin: 2018 Sales Tax, 76.65%
- College of Marin: 2016 Bond, 62.9%
- Larkspur-Corte Madera School District: 2016 Parcel Tax, 68.1%
- Novato Unified School District: 2016 Bond, 58.0%
- San Rafael Elementary School District (Measure A) : 2015 Bond, 66.3%
- San Rafael High School District (Measure B) : 2015 Bond, 67.1%
- Marin County Library: 2014 Parcel Tax, 79.0%
- Miller Creek School District: 2014 Bond, 75.0%
- Kentfield School District: 2014 Bond, 71.0%
- Larkspur-Corte Madera School District: 2014 Bond, 70.0%
- Novato Unified School District: 2014 Parcel Tax, 80.0%
- Reed Union School District: 2014 Parcel Tax, 78.0%
- City of San Rafael: 2013 Sales Tax, 65.0%
- Town of Corte Madera 2013 Sales Tax, 68.0%
- Town of San Anselmo: 2013 Sales Tax, 70.0%
- San Rafael Elementary School District: 2013 Parcel Tax, 79.0%
- San Rafael High School District: 2013 Parcel Tax, 79.0%
- Marin County: 2012 Sales Tax, 74.0%
- Ross Valley School District: 2012 Parcel Tax, 73.9%
- Miller Creek School District: 2011 Parcel Tax, 80.0%
- Novato Unified School District: 2005 Parcel Tax, 75.0%
- College of Marin: 2004 Bond, 63.0%



Project Approach and Work Scope



We have a proven general approach to revenue measures that follows five critical steps. Within each step, we customize a set of strategies and tactics to address the specific challenges, circumstances, and nuances for each of our projects.

STEP 1: Feasibility study to determine if and under what conditions your agency can pass a local funding measure.

STEP 2: Build consensus with outreach and awareness-building strategies that position your measure for success.

STEP 3: Build a strong measure by aligning the measure's features with the community's priorities and sensitivities.

STEP 4: Campaign for the win by efficiently getting your message out to persuade voters and mobilize your base of support.

STEP 5: Bridge to the next election by continuing positive and transparent community dialogue about how voter-approved funding is being utilized.

The first three steps in this process are typically led by the public agency pursuing the revenue measure as part of the process to evaluate, plan, and prepare a measure for the ballot. All publicly funded communication during this phase must be informational and not advocacy. The fourth step in the process, once a measure is on the ballot, must be coordinated by an independent campaign committee using private resources. The fifth and final step may be coordinated by the public agency to facilitate ongoing communication and updates for the public.

Step 1: Feasibility Study

TBWBH, in collaboration with your selected public opinion pollster, will help you assess the basic viability of a potential revenue measure and identify the strategic elements needed to maximize the chances for success. During the feasibility study, we'll help you tackle the most basic strategic questions that must be answered in order to identify a path to success.

TBWBH will help you answer:

- What are the highest priorities for public funding in the community?
- Is it reasonable to think that a funding measure can be successful with voters? At what vote threshold? At what tax rate?



- What services or projects are voters most likely to fund?
- What is the optimal timing for a measure going to the ballot? What level of voter turnout helps maximize support?
- Does sufficient community awareness of your needs already exist, or is proactive outreach required to build awareness? What are the key messages voters need to hear and what are the most effective channels for communication?
- How might specific exemptions or accountability protections be included in a successful measure?
- What controversies or competing issues must be considered before moving forward?

To answer these questions, TBWBH will work closely with your pollster to develop a voter survey to understand current attitudes and opinions. We'll help you analyze the results and turn the data into an actionable plan for moving forward. We'll also help you interpret and present recommendations to your City Council and other key stakeholders to build consensus around a unified strategic approach to addressing your funding needs.

Step 2: Build Consensus

Based on the findings from the survey and feasibility assessment, TBWBH will help develop and implement a public information and outreach program to educate the community about your funding needs and build broad community consensus around a revenue solution.

Specifically, TBWBH will:

- Develop informational messaging and a plan for getting the message out to key audiences.
- Provide talking points, answers to frequently asked questions and a message training to key staff, employee groups, commissioners and elected officials.
- Provide information to be added to your website, distributed through social media and included in newsletters.
- Prepare presentations for community meetings.
- Write, design and produce informational mailings and advertising to educate, inform and engage voters.
- Develop strategies and plans to inform and engage key internal stakeholder groups within your agency.
- Develop strategies for managing coverage of this issue in the local press.
- Develop strategies and plans to inform and engage influential external groups, including elected leaders, business leaders, neighborhood leaders, faith community leaders and taxpayer groups.

TBWBH has expertise in traditional communication strategies like direct mail, print advertising and earned media. We are also experts in utilizing new media strategies, such as social media, online advertising, and video. Our in-house graphic design and production capabilities allow us to deliver the highest level of strategic and creative communication for our clients.

Step 3: Build a Strong Measure

Once we know what a viable, winnable ballot measure looks like, TBWBH will work with you to develop a revenue measure and qualify for the ballot.



During this phase of work, TBWBH will:

- Work with you and your financial team to finalize amounts, tax rates and the structure of your measure.
- Refine the description of your needs and/or expenditure plan to make sure they are written in clear and understandable language featuring projects and programs that are high priorities for voters.
- Work with you and your legal counsel to define important taxpayer accountability protections, including any potential independent Citizens' Oversight Committee and public reporting process, if needed.
- Work with you and your legal counsel to develop all ordinances/resolutions required for calling the election.
- Develop the critical ballot question that will appear on ballots.
- Develop and refine the full text of the measure and other materials that will appear in the ballot pamphlet mailed to all voters.
- Present recommendations and documents to the City Council for formal approval.

Step 4: Campaign for the Win*

The next step in the process is to mount a strategic advocacy campaign to secure the votes needed to win on Election Day. This is the only step in the process that cannot be funded with public dollars. While agencies can continue to provide information to residents about the measure, only a privately funded campaign committee can advocate for the measure. We will work with your agency to understand if volunteers are available and motivated to step forward to run such an effort. Typically, as consultant to volunteer campaign committees, we build campaign plans with the following elements to ensure the best possible chance of success on Election Day:

- **Effective messaging and materials.** Campaign logos, brochures, websites, social media and other materials must be eye-catching and have a local feel in order to persuade and motivate voters effectively.
- **Avoiding controversy and obstacles.** We can't take anything for granted in today's economic and political environment. To win, it is important to run an organized campaign that avoids controversy and neutralizes opposition to the extent possible.
- **Good teamwork.** We strive to build broad coalitions that include support from business, labor and the full-spectrum of political ideologies.
- **Efficient grassroots organizing.** The time and energy of your volunteers are precious resources. We'll work with you to develop a plan that maximizes the impact of their efforts on the outcome of the election.
- **Strong fundraising.** Fundraising for local ballot measures can be a challenge. It takes resources to get your message out to the voters who will determine the outcome of your election. We can help you create a fundraising plan to help you achieve the resources needed to win.

Note: The information provided in Step 4 is intended as information to convey TBWBH's full range of services available to assist with the tax measure process. The services described here are **not proposed as part of the scope of services for Town of San Anselmo. If a tax measure is placed on the ballot and an independent advocacy committee forms, these services would be offered to that group and privately funded under a separate agreement.*



Step 5: Bridge to the Next Election

After voters have approved your measure, it is important to continue positive and transparent community dialogue about how you are utilizing voter-approved funding and delivering on your promises. When taxpayers hear nothing, they assume the worst and fall back on unfair stereotypes about how government spends money.

We offer a full range of ongoing communication services to our clients:

- Creation of regular updates to highlight progress related to your measure, including messaging for email blasts, websites, social media and newsletters.
- Assistance with crafting responses to community or media inquiries regarding a local funding measure.
- Assistance with preparing presentations to community groups and oversight bodies
- Regular direct mail updates and advertising to the entire community to ensure broad awareness beyond the most active and engaged citizens.

Consultant Biography

Charles Heath, Partner - TBWBH Props & Measures

Over more than 20 years as a strategy and communications consultant, Charles has guided more than 100 ballot measures to victory. With a background in various political projects, Charles has spent the better part of the last decade with a strict focus on working with public agencies to design winning revenue measures for the ballot and execute strategic public information efforts to position his clients for success at the ballot box. Once a measure is on the ballot, Charles works with advocacy campaign committees to run efficient and effective campaigns to achieve voter approval for ballot measures.



Charles has led campaigns in all parts of California — from large urban environments like Oakland, San Jose and Los Angeles to suburban environments like Marin, Riverside and Orange County, to rural and agricultural communities like Plumas County, Truckee and Stanislaus County.

Charles has worked with a diverse range of public agencies across the western United States, ranging from school and community college districts to healthcare districts, transportation agencies, cities and counties, park and recreation districts, libraries and fire districts.

Charles became a Partner at Props & Measures in November 2009. Prior to joining TBWBH, Charles worked at another leading consulting firm for ten years, most recently as Vice President and Senior Consultant.

Before his career in public finance campaigns, Charles worked as a policy analyst for a public policy think tank, as an aide in the California Legislature and as a reporter for a local newspaper.

Charles is a graduate of the University of California at Davis with degrees in Political Science and English, and he earned a Master's Degree from the London School of Economics.

Charles grew up in Southern California and now lives in the East Bay with his wife Eva, his son Alexander and his daughter Lillian. You can reach Charles at TBWBH's San Francisco office at (415) 810-8053 or cheath@propsandmeasures.com.

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Fees & Costs

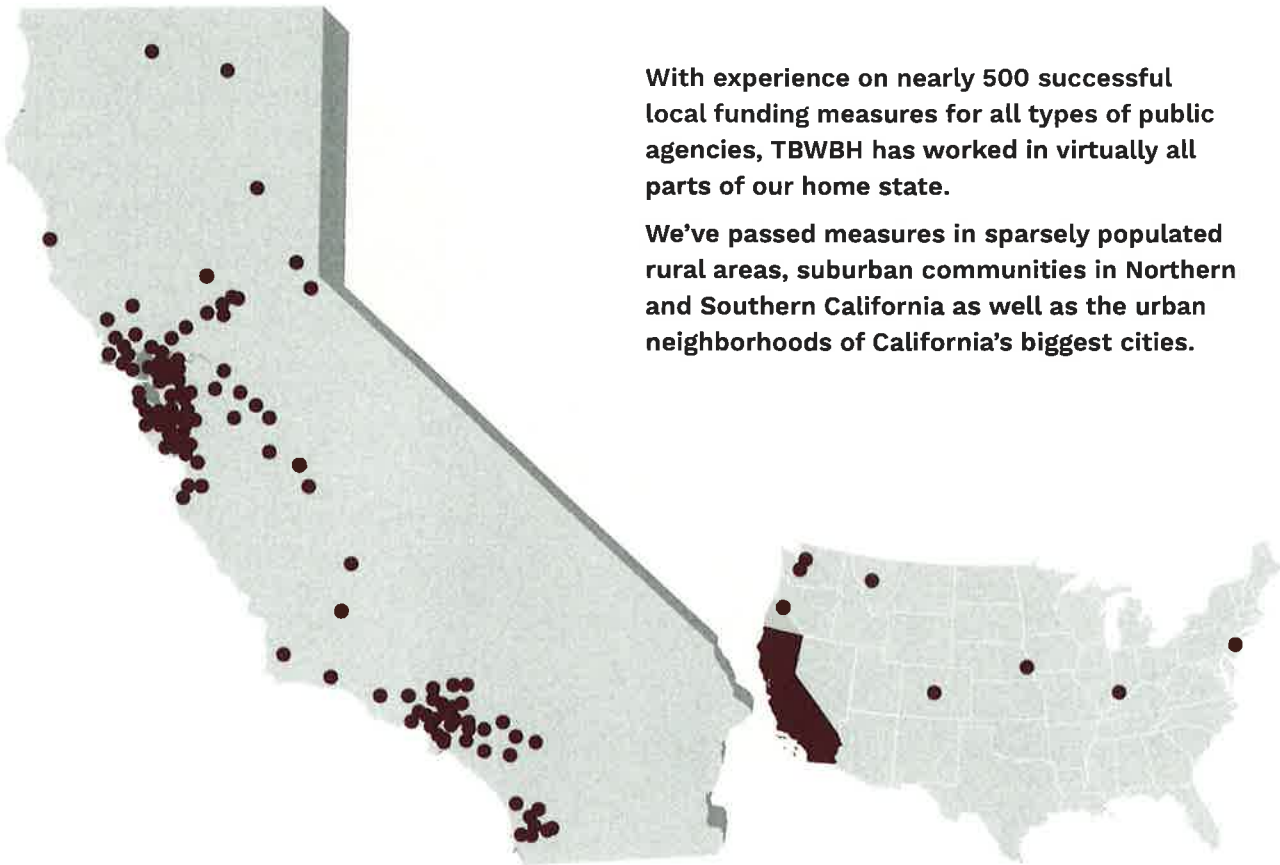
As is the standard in our industry, TBWBH Props & Measures contracts on a fixed-fee basis. For a town the size of San Anselmo, our standard consulting fee is \$6,500 per month. Reimbursable business expenses will be billed separately, along with any other hard costs associated with printing, postage, or advertising for informational materials. Partial months of services would be billed at a prorated amount.

To help you estimate the full cost of the revenue measure planning process, following are estimates of the cost of implementing a public information and outreach program in advance of a revenue measure election. The cost of printing and mailing an 11x17 informational brochure to all voter households in San Anselmo (4,928 households) is approximately \$7,000 per mailing. This price is all-inclusive and includes design, photography, pre-press, printing, mailing data, addressing, sorting, post office delivery, sales tax and bulk-rate postage. Once you approve the content and design of each piece, we would handle all details related to production and mailing. We will work with you to develop an appropriate budget for these costs through the development of a public outreach plan. For budget estimating, most cities and towns send two to three informational mailers during the revenue measure planning and outreach process.

COMBINED EXPERIENCE OF TBWBH'S PARTNERS



PROPS & MEASURES STRATEGY & COMMUNICATIONS • 415.291.1894 • INFO@PROPSANDMEASURES.COM • WWW.PROPSANDMEASURES.COM • SAN FRANCISCO • LOS ANGELES



With experience on nearly 500 successful local funding measures for all types of public agencies, TBWBH has worked in virtually all parts of our home state.

We've passed measures in sparsely populated rural areas, suburban communities in Northern and Southern California as well as the urban neighborhoods of California's biggest cities.

Community College Districts

Allan Hancock College
Antelope Valley College
Cabrillo College
Chabot-Las Positas CCD
Chaffey College
College of the Canyons
College of Marin
College of the Siskiyous
Contra Costa CCD
Foothill-De Anza CCD
Gavilan College
Glendale College
Hartnell College
Lane Community College (Oregon)
Mendocino College
Merced CCD
MiraCosta College
Monterey Peninsula College
Napa Valley College
Peralta CCD
Mt. San Jacinto CCD
Rancho Santiago CCD
Riverside CCD
San Bernardino CCD
San Joaquin Delta CCD
San Mateo CCD
Santa Barbara City College
Santa Monica College
Santa Rosa Junior College
Yuba College

Statewide Measures

Proposition 1 2018 – Veterans and Affordable Housing Act
Proposition 2 2018 – Homeless Mental Health Housing Act
Proposition 39 2012 – Close the Oil and Gas Loophole
The Millionaires Tax 2012 – Restoring California
Measures 66 & 67 2010 – Oregon

Transportation

BART (Santa Clara County)*
Caltrain*
Contra Costa Transportation Authority*
Fresno County Transportation Authority*
Merced County Association of Governments
Metropolitan Transportation Commission*
Monterey-Salinas Transit
Napa County Transportation Agency
Placer County
Riverside County Transportation Commission
San Mateo County Transit District
Santa Cruz County Regional Transportation Commission
Sonoma County Transportation Authority*
Sonoma-Marín Area Rail Transit
Stanislaus County Transportation*
Transportation Agency of Monterey County*
Transportation Authority of Marin*
Truckee/North Tahoe Transportation Agency

Parks, Open Space and Water Districts

Alameda County Clean Water Program
Camden Water*
City of Fresno Parks*
Greater Vallejo Recreation District
Hayward Area Recreation District
Los Angeles County Flood Control District
Los Angeles County Regional Park and Open Space District
Marin County Parks/MALT*
Missoula Open Space (Montana)
Monterey Peninsula Regional Park District
Napa County Regional Park and Open Space District/Napa Land Trust*
Peninsula Open Space Trust
Santa Clara Valley Open Space Authority
Santa Clara County Parks
Santa Clara Valley Water District
San Francisco Bay Restoration Authority*
Sonoma County Agricultural Preservation and Open Space District
Zone 7 Water Agency (Alameda County)

(Partial list) * TBWBH worked with the private-side campaign and not directly for the district/agency.



Cities and Counties

Los Angeles County
Homeless Initiative
Marin County
Napa County
Placer County
San Mateo County
Santa Clara County
Santa Cruz County
Solano County
Sonoma County
City of Adelanto
City of Alameda
City of Barstow
City of Beverly Hills
City of Burlingame*
City of Campbell
City of Chula Vista
Town of Corte Madera
City of Crescent City
City of Del Mar
City of Diamond Bar
City of Downey
City of Emeryville
City of Fairfield
City of Foster City
City of Fremont
City of Fullerton
City of Glendale
City of Gustine
City of Kerman
City of Lancaster
City of Lafayette
City of Laguna Beach
City of La Verne
City of Lomita
City of Los Altos
City of Madera
City of Manteca
City of Merced
City of Montebello
City of Morgan Hill
City of Murrieta
City of Napa
City of Oceanside
City of Orinda
City of Pacifica
City of Palm Springs
City of Palmdale
City of Palo Alto
City of Paramount
City of Pleasant Hill
City of Pomona
City of Redlands
City of Redwood City
City of Salinas
Town of San Anselmo
City of San Bernardino
City of San Mateo
City of San Jose
City of San Rafael
City of Santa Cruz
City of Santa Fe Springs
City of Santa Monica
City of Santa Rosa
City of South Lake Tahoe
City of South Pasadena*
City of Suisun City
Town of Truckee
City of Union City
City of Vacaville
City of Ventura
City of Watsonville
City of Whittier
Town of Windsor
City of Yuba City

High School Districts

Campbell Union High SD
Chaffey Joint Union
High SD
Delano Joint Union
High SD
East Side Union High SD
El Dorado Union High SD
Fullerton Joint Union
High SD
Galt Joint Union High SD
Grant Joint Union High SD
Jefferson Union High SD
Los Gatos-Saratoga Union
High SD
Mountain View-Los Altos
High SD
Nevada Joint Union
High SD
Oxnard Union High SD
Perris Union High SD
Petaluma Joint Union
High SD
Placer Union High SD
Roseville Joint Union
High SD
San Benito High SD
San Dieguito Union
High SD
San Mateo Union High SD
San Rafael High SD
Santa Cruz City High SD
Santa Rosa High SD
Sequoia Union High SD
Tamalpais Union High SD
William S. Hart Union
High SD

Fire Districts

Crescent Fire Protection District
East Contra Costa Fire Protection District
Fresno County Fire Protection District
Los Angeles County Fire
Marin County Fire Department
North Tahoe Fire Protection District
Santa Cruz County Fire District – CSA48
Truckee Fire Protection District

Hospitals and Healthcare

Salinas Valley Memorial Healthcare System
Save Laguna Hospital
Seton Medical Center
Valley Health System*

Libraries

Garfield County Public Libraries (Colorado)
Los Altos Library
Marin County Free Library
Pacifica Library
San Jose Library
Santa Cruz County Library

Elementary School Districts

Alisal Union SD
Alpine Union SD
Alta Loma SD
Alum Rock Union Elementary SD
Anaheim Elementary SD
Auburn Union SD
Beardsley SD
Belmont-Redwood Shores SD
Berryessa Union SD
Bonsall SD
Buena Park SD
Burlingame SD
Cambrian SD
Campbell Union SD
Castaic Union SD
Central SD
Centralia Elementary SD
Cupertino Union SD
Del Mar Union SD
Dixie SD
Fountain Valley SD
Franklin-McKinley SD
Fruitvale SD
Fullerton SD
Hermosa Beach City SD
Huntington Beach City SD
Jefferson Elementary SD
Kentfield SD
La Mesa-Spring Valley Union SD
Lakeside Union SD (San Diego County)
Larkspur-Corte Madera SD
Live Oak SD
Loma Prieta Joint Union SD
Los Altos SD
Los Gatos Union SD
Lowell Joint SD
Menifee Union SD
Millbrae SD
Modesto City Elementary SD
Moraga SD
Moreland SD
Morgan Hill SD
Morongo SD
Mount Pleasant Elementary SD
Mountain View Whisman SD
Norris SD
North Sacramento SD
Oakley Union Elementary SD
Ocean View SD (Orange County)
Orinda Union SD
Pacifica SD
Palmdale SD
Perris Elementary SD
Petaluma City Elementary SD
Portola Valley SD
Ravenswood City SD
Redwood City SD
Reed Union SD
Romoland SD
Rosemead SD
Roseville City SD
Ross Valley SD
San Carlos SD
San Mateo-Foster City SD
San Rafael Elementary SD
Santa Cruz City Elementary SD
Santa Rita Union SD
Santa Rosa Elementary SD
Saratoga Union SD
Saugus Union SD
Savanna SD
Soquel Union Elementary SD
Stanislaus Union SD
Sulphur Springs Union SD
Union SD
Victor Elementary SD
Westminster SD

Unified School Districts

Alameda USD
Albany USD
Amador County USD
Arcadia USD
Azusa USD
Baldwin Park USD
Bassett USD
Beaumont USD
Brea Olinda USD
Cabrillo USD
Capistrano USD
Carlsbad USD
Castro Valley USD
Charter Oak USD
Claremont USD
Conejo Valley USD
Corona-Norco USD
Cotati-Rohnert Park USD
Culver City USD
Davis Joint USD
Downey USD
Dublin USD
El Rancho USD
Evansville-Vanderburgh
School Corporation
(Indiana)
Fairfield-Suisun USD
Folsom Cordova USD
Fremont USD
Garden Grove USD
Glendale USD
Hayward USD
Irvine USD
Jurupa USD
Kerman USD
La Cañada USD
Lake Elsinore USD
Lammersville USD
Las Virgenes USD
Lompoc USD
Los Alamitos USD
Los Angeles USD
Madera USD
Manhattan Beach USD
Manteca Unified SD
Martinez USD
Milpitas USD
Monterey Peninsula USD
Moorpark USD
Moreno Valley USD
Morgan Hill USD
Mount Diablo USD
Mountain Empire USD
Napa Valley USD
New Albany Floyd
County Consolidated
School Corporation
(Indiana)
Newark USD
New Haven USD
Novato USD
Oak Park USD
Orange USD
Pajaro Valley USD
Palo Alto USD
Palos Verdes Peninsula
USD
Paradise USD
Patterson Joint USD
Pleasanton USD
Poway USD
Riverside USD
Sacramento City USD
Saddleback Valley USD
San Jose USD
San Lorenzo Valley USD
San Marcos USD
San Marino USD
San Ramon Valley USD
Santa Ana USD
Santa Monica-Malibu
USD
Scotts Valley USD
Simi Valley USD
Snowline Joint USD
Sonoma Valley USD
South Pasadena USD
South San Francisco
USD
St. Helena USD
Tahoe Truckee USD
Tustin USD
Ukiah USD
Val Verde USD
Vallejo City USD
Vista USD
Walnut Valley USD
Washington USD
West Contra Costa USD
Westside SD 66
(Nebraska)
Woodland Joint USD
Yucaipa-Calimesa Joint
USD