

# **Proposal for Request for Qualifications for Consultant Services for Hospital Project Community Assessment and Public Capital Funding**

Prepared for  
Mendocino Coast Health Care District

July 25, 2023

**Letter of Transmittal – Cover Letter**

July 25, 2023

Lee Finney, Chair of the Board of Directors  
Mendocino Coast Health Care District  
P.O. Box 569  
Fort Bragg, California 95437

Dear Chair Finney:

Thank you for the opportunity to present this proposal to the Mendocino Coast Health Care District as you consider communications to educate and inform residents on the needs for your community.

Props & Measures is a strategy and communications consulting firm that specializes in helping local government agencies design winning revenue measures for the ballot and implement the communication strategies that help your community understand your revenue needs. Over the past two decades, we have helped a variety of counties, cities, school districts, community college districts and other agencies pass hundreds of successful revenue measures, generating billions in locally controlled funding for public projects and services.

We believe we are uniquely qualified to help you in this process to achieve a successful revenue measure. We have extensive experience helping public agencies craft effective public informational materials that don't cross the line into advocacy. This information plan includes gathering information back from stakeholders and the community, to gauge their understanding of this potential measure.

The remainder of this proposal provides information about our firm, the services we provide, our track record and other details.

Sincerely,



Michael Terris  
Partner  
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mterris@propsandmeasures.com

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## Summary

We believe we are uniquely qualified to help you in this process to achieve a successful revenue measure for the following reasons:

### **Building Public Consensus in Communities Throughout California**

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 outreach plans for revenue measures in communities in virtually every county of our home state of California.

### **Commitment to Client Service**

We view our working relationship with our clients as a partnership. We know public finance measures, and you know your community. We also understand that the reputation of your agency is at stake when 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.

### **Today's Communication Tools**

Strong revenue measures require that the public understands your needs and the merits of your revenue proposal. To ensure your message reaches the full array of stakeholders and decision-makers, we rely on a blend of digital media like social media and online advertising as well as traditional communication channels like print media, direct mail and earned media.

### **Customized Approach**

We don't apply a "cookie-cutter" approach to our projects. While we have a proven approach to revenue measures generally, the specific recipe never looks the same given that the nature of the community and set of circumstances always vary. We work in partnership with our clients to carefully assess the unique political environment develop a plan to navigate the unique challenges for each measure.

### **In-House Design and Production**

Props & Measures is one of the few firms in our industry that maintains an in-house Art Department and Production Department to produce award-winning, creative concepts and attend to all the details required for efficient and timely delivery of digital media and printed materials. Our team will focus on ensuring your messaging materials have the right local look and feel for your agency. They will also ensure all messaging is delivered on time and on budget.

## **Statement of Understanding**

We recognize that you strive to provide high quality health care and services to your community. As you approach the potential of putting a measure on the ballot, you have the opportunity to engage with your community to tell your story about how funds would be utilized and how voter-approved funding could help. Engaging with key stakeholders, community leaders and voters will be essential to increasing awareness about your needs and collecting feedback for developing a measure aligned with current voter priorities and sensitivities.

As we work with you, we would continue to listen and learn more about the specific nuances of your project. Based on our current information, we understand you have the following factors at play:

- Engaging with the Community
- Sharing Your Successes and Your Ongoing Funding Needs
- Engaging Stakeholders and Seeking Feedback
- Identifying Projects and Costs to Include in Your Measure
- Utilizing Social Media, Your Website and Ways to Reach Community Members

We believe the best-run community outreach is a team effort — not a group of consultants, staff, or board members pushing and pulling for their share. When it comes to making decisions, we don't believe it's "our way or the highway." We always have an opinion and we're not shy about expressing it, but we truly believe that the input of the entire team makes our work better — and vice versa. That's one of the many reasons that in a business famous for big egos, we are known as team players. We know how to successfully help agencies, but we also know you will always know your home district better than we will, so we put a premium on listening.

## **Background and Experience**

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. Props & Measures (formerly known as TBWBH Props & Measures and TBWB Strategies) launched in 2005 as an offshoot of Terris Barnes & Walters Political Media, which has been winning campaigns in California since 1988.

The firm will be fully remote starting August 1, 2023 and has staff located throughout the Bay Area.

## Project Leadership

Props & Measures has experienced partners and senior staff 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 partner Michael Terris who will be supported by partner Alex Wara-Macapinlac and Robin Gerrity, a Senior Consultant in our firm. Combined Robin, Alex and Michael have over five decades of experience working with public agencies, running publicly funded outreach programs and working on privately funded campaigns for organizations and candidates. 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.

## Biographies

### **Michael Terris, Partner, Props & Measures**

Michael Terris received his professional training from some of America’s most prestigious political media firms. After returning to his native San Francisco, Michael founded Terris Communications in the summer of 1988. Over the decades, the firm has grown and branched out across California and the rest of the country. Michael is actively involved in marketing, creative, message development, earned media and targeting for a wide variety of the firm’s clients. He remains committed to hands-on, personal service for his clients, large and small.

Michael’s work on Props & Measures has included two statewide measures in 2018: Propositions 1 to pass a \$6 billion statewide affordable housing bond measure and Proposition 2 to fund \$2 billion worth of bonds to provide housing and mental health services for the homeless. He worked on Regional Measure 3, a nine county Bay Area measure to fund transportation by raising bridge tolls. He has also spearheaded numerous other ballot measures across Northern California for many districts including bond, parcel tax and sales tax measures for Santa Rosa Jr College, Valley Transportation Authority and parks and transportation measures for Santa Cruz County among others. He is a graduate of Harvard University with a Bachelor’s Degree in Social Studies.

### **Alex Wara-Macapinlac, Partner, Props & Measures**

Born and raised in Madera, Alex Wara-Macapinlac brings years of experience on campaigns, policy and community relations. Since joining Props & Measures in 2017, Alex has worked on numerous measures, generating over \$6 billion in funds in the areas of affordable housing, K-12 school bonds and parcel taxes, city special taxes and community college bonds. In 2018, she helped pass Props 1 and 2, the statewide affordable housing bonds that helped create homes for veterans, seniors, and families and helped create permanent, supportive housing for the mentally ill and those who are homeless or at risk of becoming homeless.

Alex is also no stranger to the public sector, prior to Props & Measures, she served as Deputy District Director for CA State Senator Jim Beall. While there she worked on K-12 education policy issues, higher education issues, women’s rights issues, and was a liaison to numerous agencies in Santa Clara County — ranging from cities to special districts as well as labor and chamber groups. She is a graduate of San Jose State University, with a Bachelor’s Degree in Journalism and a minor in American Studies. Go Spartans! Alex lives in Campbell with her husband.

### **Robin Gerrity, Senior Consultant, Props & Measures**

Robin joined Props & Measures (formerly TBWB Strategies) in March 2018, bringing a wealth of knowledge in strategic communications, project management and education policy.

Many of Robin’s projects have been with school districts to develop bond and parcel tax measures to help fund school construction and close the gap in funding academic programs in public education. Robin has also worked with cities and counties on measures to fund public health and safety initiatives, including an initiative that will fund proactive wildfire prevention and preparedness efforts and increase public safety from deadly wildfires.

With a degree in Public Administration from San Diego State University, Robin spent many years working in the public education field as the Executive Director of Can Do! Education Foundation where she worked directly with the parent community and district administration team to streamline resources to local students. Robin co-chaired multiple parcel tax and bond campaigns on behalf of her local school district, resulting in millions of dollars to benefit local students. Her unique knowledge of client’s needs arising from her personal experience makes Robin a perfect fit for Props & Measures.

Robin lives in San Rafael and is able to meet in person with the District and attend District meetings as necessary.

## Scope of Work/Approach to Consulting Services



Props & Measures has a proven approach to successful 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.

### **PHASE 1:**

**Step 1:** Feasibility study to determine if, and under what conditions, the District can pass a local measure.

### **PHASE 2:**

**Step 2:** Build consensus with outreach, awareness-building and public input 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.\*

*\*This step is provided for informational purposes only in order to fully explain our process. No public resources may be used to support advocacy campaigns.*

**PHASE 1:** Props & Measures will work with the District to select a firm to do the voter survey, work with the team to set up a schedule for the initial survey and supervise all work with the selected firm to develop and prepare the survey and final report.

### **Step 1: Feasibility Study**

We start by helping you assess the basic viability of a measure. This includes a close analysis of past election results in your district and any available public opinion polling data. We’ll help you assess the local political landscape and tackle the most basic strategic questions that must be answered in order to set your measure on a successful path.



Props & Measures will help you answer:

- How do community members already feel about the direction of the community and the needs facing the District?
- What projects and facilities are voters most likely to fund?
- What tax rate might voters support?
- 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 messages are most impactful with your voters?
- What controversies or competing issues must be considered before moving forward?

To answer these questions, our team will carefully assess your needs, funding options and competing issues in the community. To obtain a statistically reliable understanding of current attitudes and opinions in your community, Props & Measures will partner the pollster of the Districts choosing. Based on the findings from the feasibility assessment, alongside your pollster we will provide you with specific recommendations and a timeline for moving forward with a recommended ballot measure strategy.

## **PHASE 2:**

### **Step 2: Build Consensus**

Assuming the feasibility study identifies a path forward to a potentially successful measure, we will create a plan for public information and outreach to educate the community about your funding needs and build broad consensus around a solution. While public agencies are prohibited from using public funds to advocate for the passage of a ballot measure, agencies can and should use public resources to be transparent, educate and inform the public with impartial information, and seek community input, prior to a final decision by to place a measure on the ballot.

Props & Measures 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 and elected officials that will be speaking publicly about this issue
- 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 hospital and partner organizations

- 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

Props & Measures 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 strategic and creative communication for our clients.

### **Step 3: Build a Strong Measure**

Once we know what a viable measure looks like, our team will work with you and your legal counsel to develop your measure and qualify for the ballot.

During this phase of work, Props & Measures will:

- Work with you and your financial team to finalize the tax rate and the structure of your measure
- Refine the project list and/or facility plans to make sure they are written in clear and understandable language and feature projects that are high priorities for voters
- Work with you and your legal counsel to define important taxpayer accountability protections, including an independent Citizens' Oversight Committee and public reporting process
- Work with you and your legal counsel to develop all 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, tax rate statement and other materials that will appear in the ballot pamphlet mailed to all voters
- Present recommendations and documents to the Board of Directors for formal approval
- Work with the election officials in your area to qualify for the ballot

### **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 funds. 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 help you identify volunteers to step forward to run such an effort. Typically, as consultants to volunteer campaign committees, we build campaign plans with the following elements to ensure the best possible chance of success on Election Day:

*\*\*Note: The information provided under Step 4 is intended as information to convey PROPS & MEASURES's full range of services available to assist with the ballot measure process. The services described here are not proposed as part of the scope of services for the District 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.*

## References and Potential Conflicts of Interest

Props and Measures has no conflicts of interest to the services to be provided under the agreement for consulting services pursuant to this RFP.

Props and Measures has never been sued over our services or involved in litigation.

### References:

#### **Don Horsley**

Retired Supervisor, San Mateo County  
(650) 740-9119, [don@dehorsley.com](mailto:don@dehorsley.com)

**Description:** Props & Measures helped lead three consecutive San Mateo County revenue measures to victory in 2012 (health care-focused), 2016 (affordable housing-focused) and 2018 (transportation-focused). Supervisor Horsley was a leader in all three and worked closely with P&M on both the county efforts and the campaign.

#### **Tim Zearley**

Assistant Superintendent, Business Services - Modesto City Schools  
(209) 574-1594, [Zearley.t@monet.k12.ca.us](mailto:Zearley.t@monet.k12.ca.us)

**Description:** Props & Measures worked with Modesto City Schools in 2018 to pass two bond measures for the elementary school district within Modesto City Schools. In 2022, P&M helped the District pass a bond measure for the high school district. Mr. Zearley was the liaison for the public-side process and participated in the campaigns outside of work hours.

#### **Connie Sanders Emerson**

916-712-2310, [Connie@sandersemerson.com](mailto:Connie@sandersemerson.com)

**Description:** Props & Measures worked on the statewide Prop 1 and Prop 2 measures in 2018. Prop 1 was a \$4 billion statewide affordable housing bond and Prop 2 allocated \$2 billion for the No Place Like Home program, which funds permanent supportive housing for the chronically homeless living with mental illness. Connie worked closely with the Props & Measures team on statewide fundraising strategy and statewide coalition building outreach strategy.

## Compensation and Reimbursement

During **PHASE 1 and PHASE 2**, Props & Measures will charge a flat fee of \$20,000 (4 months of work). This fee will cover all research, guidance, assistance, and recommendations during the voter survey process, including zoom meetings, phone calls, as well as any hard costs associated with those services.

Props and Measures is also able if requested by the district to provide an hourly rate charge for the District to review and include not to exceed hours of work. We charge the rate of \$375/hourly for Partners and the rate of \$300/hourly rate for Sr. Consultants.

Once a presentation is made showing the survey results and decision is made to move forward, Phase 2 of the communication and outreach process will begin.

In addition, we will help hire the voter survey firm chosen by the District. We estimate this cost would be between an additional \$30,000 to \$50,000, depending on factors such as survey length and sample size.

During **PHASE 2**, our goal will be to work within your existing communication resources to provide information to the public in order to utilize the most cost-effective means. Should the District decide to engage in broader informational communication efforts, Props & Measures can provide pricing for production and distribution of video, paid digital media ads or informational mail programs separately.

Once a revenue measure is placed on the ballot, we would be happy to discuss the services and related fees that might be needed by an independent campaign committee formed to advocate for the passage of the measure.

## Draft Agreement

Please see our standard draft agreement for the District to review. Props and Measures will send an official contract to review if hired.

### **MANAGEMENT CONSULTING AGREEMENT**

THIS MANAGEMENT CONSULTING AGREEMENT ("Agreement") is made effective as of \_\_\_\_\_ (the "Effective Date") by and between \_\_\_\_\_ ("Client") and Props & Measures ("P&M").

#### RECITALS

- A. Client needs assistance evaluating the electoral feasibility of a bond measure, developing a measure for the ballot and implementing a public outreach and communications program to raise awareness of the Client's funding needs.
- B. P&M is a professional consulting firm that provides ballot measure electoral feasibility, public outreach and communication consulting services.
- C. Client desires that P&M provide certain consulting services to Client with respect to a Bond Measure related to \_\_\_\_\_ ("Bond Measure") pursuant to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree as follows:

- 1. Engagement of P&M. Client hereby engages P&M to perform the following services (collectively, "Services"):
  - a. Feasibility Assessment. P&M shall perform any of the following services as needed to assess the electoral feasibility of the Bond Measure for Client:
    - 1) Develop potential Bond Measure scenarios to meet the District's facility funding needs to be tested in polling;

- 2) Collaborate with a pollster to design, conduct and analyze an opinion survey of voters in the District to assess the electoral feasibility of the Bond Measure;
  - 3) Conduct a demographic analysis of voters in the District and how they break into key sub-groups by age, ethnicity, political party, length of residency, parents and other key criteria;
  - 4) Analyze past election results in the District 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 Bond Measure; and
  - 6) Make specific recommendations regarding an optimal election date, bond amount, tax rate and other important ballot measure features.
- b. Ballot Measure Development. P&M shall perform any of the following services as needed to assist Client in preparing the Bond Measure for the ballot:
- 1) Recommend the list of projects to be funded by the measure and prepare messaging that clearly articulates how these projects will benefit from the Bond Measure;
  - 2) Develop procedures for the taxpayer accountability protections, including a process for an independent citizens' oversight committee;
  - 3) Work with legal counsel to develop a resolution calling for the election;
  - 4) Work with legal counsel to develop the 75-word ballot question;
  - 5) Work with legal counsel to develop and refine the full text of the measure, project list, tax rate statement and other materials that will appear in the ballot pamphlet mailed to all voters;
  - 6) Present recommendations, documents and resolutions to the Governing Board for approval; and
  - 7) Work with the County Registrar of Voters Office to assist Client in completing the process of qualifying for the ballot.
- c. Public Information. P&M shall perform any of the following services as needed to raise awareness of Client's funding needs and the Bond Measure proposal:

- 1) Develop informational fact sheets to be distributed at school sites and school functions;
  - 2) Provide content related to the Bond Measure to be added to Client's website, included in email updates and added to newsletters;
  - 3) Prepare PowerPoint presentations for school and community meetings;
  - 4) Write, design, and produce mailings to educate, inform and engage voters;
  - 5) Develop strategies and plans to inform and engage key internal stakeholder groups, including teachers, principals, parent leaders, bargaining units, Governing Board and others; and
  - 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. Employment of Additional Personnel. In connection with the consulting services to be provided under this Agreement, P&M shall utilize its own employees and retain third party vendors pursuant to Section 3.b. P&M shall not be required to employ any additional personnel to assist P&M in the performance of P&M's duties. P&M may recommend that Client hire additional personnel to assist P&M. Any such personnel shall be hired and paid by Client, under the direction and control of Client, and may be discharged by Client. In every instance, such additional personnel shall be considered an employee of Client, not P&M. The foregoing shall not limit P&M's right to hire, pay, and/or discharge its own employees.



2. Term of Agreement. The term of this Agreement ("Term") shall commence on the Effective Date and shall continue until the earliest of:
  - a. Governing Board action to adopt a resolution calling for an election relating to the Bond Measure.
  - b. Either party may terminate this Agreement at any time without cause by giving thirty calendar (30) days' advance written notice to the other party.
  - c. Termination of this Agreement by P&M at any time for non-payment of any amount owed to P&M under Section 3.
  - d. Compensation. In consideration for the Services to be rendered by P&M pursuant to this Agreement, Client shall pay the following fees to P&M:
  - e. Base Consulting Fee. P&M shall be paid a Base Consulting Fee of \$\_\_\_\_ per month, payable within 30 days of receipt of invoice. The Base Consulting Fee shall be calculated on a pro-rata basis for the initial and/or final month of service if less than a full calendar month.
  - f. Payments on Certain Purchases and Rentals. All media and advertising goods and services shall be purchased or rented from P&M by Client according to the agreed upon schedule of prices, which is attached hereto as Exhibit 1 and incorporated herein by reference. The schedule of prices lists the entire cost of purchasing or renting media goods and services from P&M. P&M shall in turn subcontract the work to third party vendors. Payment for such items shall be made in advance by Client to P&M, or to the third-party vendor at the discretion of P&M.

- g. Reimbursement of Expenses. Client shall reimburse P&M for expenses incurred by P&M from time to time in connection with the performance of the Services described herein, which includes, but is not limited to, automobile mileage at the established IRS reimbursement rate at the time at the time of travel, parking fees, copying fees, telephone charges, postage and other out-of-pocket expenses. P&M shall submit a report of actual expenses, and within thirty (30) days thereafter, Client shall reimburse P&M in full. Expenses billed to Client shall not exceed \$1,000 in the aggregate, per calendar month without the verbal or written approval of Client. Any verbal approval shall be confirmed in writing by either party. Client may designate in writing an individual(s) with authority to approve expenses on Client's behalf.
- 3. Indemnification and Limitation of Liability.

  - a. Each party (the "Indemnifying Party") agrees to indemnify, defend and hold harmless the other party (the "Indemnified Party") from all losses, liabilities, damages, claims, costs or expenses (including reasonable attorney fees or court costs) resulting solely and directly from the Indemnifying Party's material breach of any provision in this Agreement, willful misconduct, gross negligence, or infringement of any patent, copyright, trade secret, or other proprietary right related to any material the Indemnifying Party furnished to the Indemnified Party pursuant to this Agreement; provided, however, this Section does not cover any acts or omissions by any third party pollsters. The Indemnified Party agrees to give the Indemnifying Party prompt written notice of any claim or other matter as to which it believes this indemnification provision applies, and to co-operate with the Indemnifying Party in the defense of any such claim or other matter.
  - b. P&M's sole and maximum liability arising out of, or related to, this Agreement or the Services shall not exceed the fees paid by Client to P&M pursuant to Sections 3.a and 3.b (excluding any fees paid for public opinion surveys or polls conducted by third parties), and any attorneys' fees and costs owed under Section 12. In no event shall P&M be liable for indirect, incidental, special, consequential, punitive, exemplary or any other type of damages arising out of or related to this Agreement or the Services.

4. Interest Clause. In the event that any amount owed to P&M is not paid when due, such amount will bear interest from the due date until paid at the rate of 1.5% per month, calculated on the basis of a 30 day month, or the maximum amount permitted by applicable law, whichever is lower.
5. Expenditure Authority. Only Client, or a person designated by Client, shall have the authority to approve any single expenditure in excess of \$500. P&M shall not commit Client to any expenditure, nor incur any obligation on behalf of Client, in excess of \$500 without verbal or written approval from Client. P&M shall not spend more than the amount so approved plus 5% without securing additional approval from Client. Any verbal approval shall be confirmed in writing by either party. Client may designate in writing an individual(s) with authority to approve expenditures on Client's behalf.
6. Approval of Materials. Client is responsible for giving final approval of materials developed by P&M for distribution to the public, including, without limitation, informational fact sheets to be distributed at school sites and school functions, Client's website content related to the Bond Measure, PowerPoint presentations for school and community meetings, and mailers. Approval of mailers must be given in writing by the Superintendent or his or her designee. Approval of all other materials besides mailers may be given verbally or in writing by any authorized agent of Client.
7. **Termination Payments. Upon termination of this Agreement, Client shall pay P&M the following.**
  - a. Base Consulting Fee. Client shall pay P&M on the termination date any Base Consulting Fee that is owed under Section 3.a for Services performed up to and including the date of termination.
  - b. Reimbursement for Payments to Vendors. Upon termination of this Agreement, Client shall pay P&M on the termination date all amounts advanced by P&M pursuant to Section 3.b that have not been paid by Client, including, but not limited to, any amounts owed to third party vendors retained by P&M and any cancellation fees charged by such third party vendors.
  - c. Reimbursement of Expenses. Within thirty (30) days after termination of this Agreement, P&M shall submit a final accounting of P&M's expenses pursuant to Section 3.c, and within ten (10) days thereafter, Client shall pay P&M for all expenses incurred on behalf of Client.

8. **Proprietary Rights and Licenses.**

- a. Any idea, improvement, invention, discovery, process, development, design, know-how, data, logo, trademark, service mark, or work of authorship (collectively referred to as "**Developments**" and which shall include all intellectual property rights related thereto) conceived of, developed, or first reduced to practice in the performance of Services hereunder for Client shall be and remain the exclusive property of P&M and may be treated and dealt with by P&M as such without payment of any consideration to Client. The Development intellectual property rights shall include any patents, copyrights, moral rights, trademarks, trade secrets, industrial design, maskworks, and all other similar rights and protections, including without limitation all applications for registration of any of the foregoing, anywhere in the world (in each case, whether or not patentable or registrable under patent, copyright, trademark, or similar statutes). Client shall make reasonable efforts to preserve such Developments as confidential during the Term of this Agreement and thereafter and, upon P&M's request, shall execute such documents and instruments as P&M shall reasonably request as necessary to confirm and vest title to such Developments in P&M under any applicable law.
- b. P&M hereby grants Client a perpetual, royalty-free, non-exclusive right and license (but without the right to sublicense) to use, modify, reproduce, perform, release, display, create derivative works from, and disclose Developments within the School District for any legitimate School District purpose, which shall not include any commercial purpose or impermissible advocacy activities prohibited by applicable law.

9. Compliance with Relevant Laws. Client agrees to comply, during the course of this Agreement, with all applicable Federal, State and Municipal laws, including any applicable public disclosure laws and any applicable laws governing the expenditure of public funds, and obtain the necessary legal, accounting, and other Services necessary to comply with all such laws. Client is solely responsible for determining whether the Services performed by P&M under this Agreement constitute permissible informational activities or impermissible advocacy activities pursuant to applicable law. Client acknowledges that P&M does not provide any guidance or advice in this regard and Client's legal counsel has final review and responsibility for compliance with all legal requirements.
10. Relationship Between the Parties. Nothing contained in this Agreement shall be deemed or construed to create a partnership, joint venture or any relationship other than an independent consulting relationship between Client and P&M, or cause P&M to be responsible in any manner for the debts and obligations of Client.
11. Attorneys' Fees. If either party retains counsel to represent that party in any controversy, dispute or claim arising out of or relating to this Agreement, including any claim for the purpose of enforcing, or preventing the breach of, any provision of this Agreement, obtaining damages by reason of any alleged breach of any provision of this Agreement, obtaining a declaration of such party's rights or obligations under this Agreement, or obtaining any other legal remedy (a "Dispute"), before an arbitrator or a court of competent jurisdiction, the prevailing party shall be entitled to reasonable attorneys' fees and costs, in addition to any other relief to which the prevailing party may be entitled.
12. Limited Warranty. P&M warrants that it shall perform the Services in a professional manner in accordance with commercially reasonable industry standards for similar services. P&M makes no warranty, express or implied, concerning the results of the Services, including, without limitation, the success of the Bond Measure. P&M makes no warranty concerning, and is not responsible for, any services performed by third party pollsters. To the full extent permitted by law, all implied warranties are hereby excluded.

13. Arbitration. To the fullest extent permitted by law, any Dispute, as defined in Section 12, shall be settled by binding arbitration administered by the American Arbitration Association in San Francisco, California under its Commercial Arbitration Rules that are in effect at that time ("Rules"), which may be obtained from [www.adr.org](http://www.adr.org) or from any AAA office. In the event of any conflict between the Rules and this Section, this Section shall apply. The parties agree to submit to the jurisdiction of a single neutral arbitrator selected in accordance with the Rules. The arbitration shall be governed by the laws of the State of California, including, but not limited to, the California Arbitration Act (Code of Civil Procedure § 1280 et seq.). The arbitrator shall have discretion to award damages, and to fashion any other remedy or relief otherwise available under applicable law in a court proceeding. The arbitrator shall award the prevailing party reasonable attorneys' fees and costs pursuant to Section 12. The arbitrator shall provide a written award, including findings of fact and the conclusions of law on which the decision is based. The arbitrator shall not have the power or authority to commit errors of law or legal reasoning. The parties each expressly waive the right to a jury trial, and agree that the arbitrator's award shall be final and binding on the parties; provided that any award shall be reviewable for legal error, confirmation, correction or vacatur pursuant to California Code of Civil Procedure §1285 et seq. Any action to review the arbitration award shall be filed and maintained in a California state court of competent jurisdiction.
14. Assignment. Client shall not have the right to assign Client's rights or delegate Client's obligations under this Agreement without the prior written consent of P&M, which consent may be withheld in P&M's sole and absolute discretion. Any attempted assignment or delegation in violation of this provision is void and will entitle P&M to terminate this Agreement.
15. Exclusivity of the Agreement. During the Term of this Agreement, Client shall not engage any other person or entity to perform any acts or services to be performed by P&M under this Agreement without the prior written approval of P&M. P&M's right to perform consulting, media management, or any other services for any other person or party shall not be limited in any way.

16. Notices. Any notice required or permitted under this Agreement shall be in writing and shall be addressed to the other party at the address set forth on the signature page of this Agreement. A notice shall be effective (i) upon personal delivery if given by hand delivery, (ii) the date of the completed transmission if given by facsimile, (iii) one business day after deposit, prepaid, with Federal Express or similar overnight delivery service for next business day delivery, or (iii) two business days after deposit with the United States Post Office, by registered or certified mail, postage prepaid. Each party may, by five days advance written notice to all other parties, specify any other address for the receipt of such notices.
17. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to its subject matter, and it supersedes and replaces any prior or contemporaneous understandings or agreements, whether written or oral, between the parties with respect to such subject matter. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Agreement.
18. Applicable Law. This Agreement and the rights of the parties shall be governed by and construed and enforced in accordance with the laws of the State of California, except that the Agreement shall be interpreted as though drafted jointly by both parties.
19. Severability. In case one or more of the provisions contained in this Agreement, or any application of the provisions, shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Agreement, and any other application thereof, shall not in any way be affected or impaired.
20. Captions for Convenience. The captions and headings in this Agreement are for convenience only and shall not be considered in interpreting any provision of this Agreement or in determining any of the rights or obligations of the parties to this Agreement.
21. Waiver and Amendment. No breach of any provision of this Agreement can be waived unless in writing. Waiver of any one breach shall not be deemed to be a waiver of any other breach. This Agreement may be amended only by a written agreement executed by the parties hereto at the time of the modification.

22. Binding Effect. This Agreement shall be binding upon, and inure to the benefits of, the parties and their respective heirs, executors, administrators, successors and permitted assigns.
23. Counterparts; Signatures. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one Agreement. The parties agree that signatures on this Agreement transmitted via facsimile or electronically in PDF format have the same force and effect, and are considered the same as, originals.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Management Consulting Agreement as of the date first written above.

**Props & Measures**

**Replace with Name of Client**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address for Notices:  
50 Osgood Place, 4th Floor  
San Francisco, CA 94133  
Facsimile: 415.291.0724

Address for Notices:  
Street  
City, State Zip  
Facsimile: