



Staff Liaison
Crystal Reams | 510-215-4312
creams@ci.el-cerrito.ca.us

AGENDA

REGULAR MEETING OF THE FINANCIAL ADVISORY BOARD (FAB)

Tuesday, July 23, 2024 at 6:30 p.m.
City hall, council Chambers
10890 San Pablo Avenue
El Cerrito, CA 94530

This Meeting Place is Wheelchair Accessible

6:30 p.m. CONVENNE REGULAR MEETING

- 1. ROLL CALL** – Chair Farhad Farahmand, Members Kimberly White, Nate Schaffran, David Carvel, Anisha Desai.
- 2. ORAL COMMUNICATIONS FROM THE PUBLIC**
Remarks are typically limited to three (3) minutes per person and may be on anything within the subject matter jurisdiction of the body. Remarks on non-agenda items will be heard first, as well as introduction by individuals interested in serving on the advisory body. Remarks on agenda items will be heard at the time the item is discussed.
- 3. COUNCIL/STAFF LIAISONS ANNOUNCEMENTS AND REPORTS** (*10 min.*)
Staff and/or Councilmembers may report Council policies, priorities and significant actions taken by the City Council, and/or on matters of general interest to the FAB.
- 4. APPROVAL OF THE MINUTES** (*5 min.*) (Attachment)
Consider a motion adopting the minutes for the FAB meeting held on June 25, 2024.
- 5. ELECTION OF OFFICERS**
Election of Chair and Vice Chair
- 6. BROWN ACT REVIEW**
Staff presentation
- 7. YOUTH MEMBERSHIP DISCUSSION FOLLOWUP**
- 8. WORKPLAN**
Discussion on establishing workplan
- 9. FUTURE AGENDA ITEMS**
Comprehensive Financial Policy – Reserve Percentages (August)
- 10. ADJOURNMENT**

Public Comment #1

From: [REDACTED]
To: [Crystal Reams](#); [Holly Charl  ty](#)
Cc: [REDACTED]
Subject: FAB: Items not on the Agenda
Date: Sunday, July 21, 2024 5:59:17 PM
Attachments: [Godbe Research Amendment #2 2024.3.25.pdf](#)

Caution! This message was sent from outside your organization.

Typically, the FAB reviews financial ballot measures even if management then ignores its recommendation. I request that FAB review the Measure R proposal. I also recommend that FAB request all data associated with the proposal. Below is an open records request that I just made.

Ira Sharenow

El Cerrito, CA

----- Forwarded Message -----

From: [REDACTED]
To: Holly Charl  ty <hcharl  ty@ci.el-cerrito.ca.us>; City Clerk <cityclerk@ci.el-cerrito.ca.us>
Cc: Tessa Rudnick <trudnick@ci.el-cerrito.ca.us>; Paul Fadelli <pfadelli@ci.el-cerrito.ca.us>; Lisa Motoyama <lmotoyama@ci.el-cerrito.ca.us>
Sent: Sunday, July 21, 2024 at 05:28:11 PM PDT
Subject: Open Records: Godbe

Hi Holly,

My request is for January 1, 2023 to the present.

I request all financial documents related to Godbe Research and every other pollster. This would include billing statements produced by pollsters and accounting statements produced by the city.

Page 24 Emphasis added

"Developing a **topline report** of aggregate findings for the City of El Cerrito as the first reporting deliverable in the voter survey process."

"Analyzing the voter survey results and preparing a report of findings conclusions, and recommendations for the City (draft and final formats), which directly addresses the City's research objectives outlined for the voter survey. Our reports typically include sections for key findings and conclusions, a methodology discussion, analysis of the questions and topics in narrative and graphical format, as well as a copy of the survey questionnaire and a **complete set of crosstabulations for all survey questions.**"

As you can see, several reports were supposed to be produced. Were they produced? Were they shown to Mayor Rudnick as Mayor Rudnick is always talking about making data driven decisions so I am wondering if she saw the data.

If they were not produced, why was the company paid? If they were produced, why won't you provide them to the public who paid for the survey reports?

Ira Sharenow

El Cerrito, CA

**SECOND AMENDMENT TO CONSULTING SERVICES AGREEMENT
BETWEEN THE CITY OF EL CERRITO AND
GODBE RESEARCH**

This Second Amendment ("Amendment #2") is entered into and effective as of March 25, 2024, and amends that certain Agreement for Consulting Services ("Agreement") dated March 1, 2023, by and between Godbe Research ("Contractor"), and the City of El Cerrito ("City").

RECITALS

WHEREAS, the Agreement for Services (Agreement) dated March 1, 2023, between Godbe Research and the City of El Cerrito for consulting services is in an amount not to exceed \$34,775; and

WHEREAS, after completing the initial scope of work in Fiscal Year 2022-23, the City executed an Amendment ("Amendment #1") for additional consulting services effective September 1, 2023; and

WHEREAS, previously in Fiscal Year 2023-24, Godbe Research has supported the City by completing a survey, evaluating the opinions and attitudes of El Cerrito voters regarding a potential measure to fund the development of a new library in El Cerrito, for a cost of \$25,950; and

WHEREAS, the City has determined that additional services are needed to evaluate the community's level of support for extending the City's Measure R; and

WHEREAS, the Contractor has proposed to complete the additional scope of work, conducting a survey of registered voters (Attached as Exhibit A.2), at a cost not to exceed \$36,550, for a total contract amount not to exceed \$62,500 in Fiscal Year 2023-2024.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements contained in the Agreement, in Amendment #1, and in this Amendment #2, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the City and Contractor hereby agree as follows:

Section 1. The above recitals are true and correct and incorporated in this Amendment by this reference.

Section 2. Section 2 Compensation of the Agreement is amended to change the not to exceed amount to \$34,775 in Fiscal Year 2022-23, and not to exceed \$62,500 in Fiscal Year 2023-24.

Section 3. Exhibit A is amended to include the additional proposed scope of services and compensation schedule, attached here as Exhibit A.2.

Section 4. Section 1.1 is amended to change the term of the agreement to end July 31, 2024.

Section 5. Except as otherwise expressly set forth herein, all other terms and conditions of the Agreement remain unchanged and in full force and effect.

CITY OF EL CERRITO

DocuSigned by:

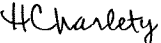
201F0FAAF6634BB...
Karen Pinkos
City Manager

GODBE RESEARCH

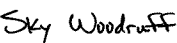
DocuSigned by:

2E8F17EC01E9457...
Charles Hester
Vice President, Godbe Research

Attest:

DocuSigned by:

F741004CB417415...
Holly M. Charléty, City Clerk

Approved as to Form:

DocuSigned by:

0DD5E2EE1FF9404...
Sky Woodruff, City Attorney

RESOLUTION NO. 2024-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CERRITO AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO THE CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF EL CERRITO AND GODBE RESEARCH IN THE AMOUNT OF \$36,550, FOR A TOTAL NOT TO EXCEED AMOUNT OF \$62,500 IN FISCAL YEAR 2023-2024

WHEREAS, in November 2014, City of El Cerrito voters approved an extension of Measure R at the one percent sales tax rate; and

WHEREAS, the Measure R sales tax rate is set to sunset (end) on March 31, 2027; and

WHEREAS, Measure R provides critical funding for programs and services that maintain public safety, fire protection, youth programs, parks, and infrastructure; and

WHEREAS, an extension of Measure R would enable the City to continue addressing these community priorities including maintaining rapid 9-1-1 response times, supporting after-school programs, and providing other essential services in El Cerrito; and

WHEREAS, the City is exploring placing an extension of Measure R on the November 2024 ballot, that would extend the current one-cent sales tax rate, without increasing taxes; and

WHEREAS, before placing a measure on the ballot, the City would like to evaluate the community's level of support for extending Measure R; and

WHEREAS, Godbe Research, a leading public opinion survey firm, has provided a proposal to conduct a feasibility survey for the extension of Measure R, for a cost not to exceed \$36,550; and

WHEREAS, previously in Fiscal Year 2023-24, Godbe Research has supported the City by completing a survey, evaluating the opinions and attitudes of El Cerrito voters regarding a potential measure to fund the development of a new library in El Cerrito, for a cost of \$25,950; and

WHEREAS, the City's Procurement Policy requires City Council approval for purchases made from a single vendor collectively within one fiscal year totaling over \$45,000.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of El Cerrito that it hereby authorizes the City Manager to execute an amendment to the consulting services agreement with Godbe Research in an amount of \$36,550, for a total not to exceed amount of \$62,500 in Fiscal Year 2023-2024 and extending the term of the agreement to July 31, 2024.

BE IT FURTHER RESOLVED that this resolution shall become effective immediately upon passage and adoption.

I CERTIFY that at a regular meeting on March 19, 2024, the City Council of the City of El Cerrito passed this Resolution by the following vote:

AYES:	COUNCILMEMBERS:
NOES:	COUNCILMEMBERS:
ABSTAIN:	COUNCILMEMBERS:
ABSENT:	COUNCILMEMBERS:

IN WITNESS of this action, I sign this document and affix the corporate seal of the City of El Cerrito on_____.

Holly M. Charléty, City Clerk

APPROVED:

Tessa Rudnick, Mayor

CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF EL CERRITO AND
GODBE RESEARCH

THIS AGREEMENT for consulting services is made by and between the City Of El Cerrito ("City") and Godbe Research ("Consultant") (together sometimes referred to as the "Parties") as of March 1, 2023 (the "Effective Date").

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work and Compensation Schedule attached as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

- 1.1 Term of Services. The term of this Agreement shall begin on the Effective Date and shall end on December 31, 2023, and Consultant shall complete the work described in Exhibit A on or before that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as referenced in Section 8.
- 1.2 Standard of Performance. Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged.
- 1.3 Assignment of Personnel. Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 Time. Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to satisfy Consultant's obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed \$34,775, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 Invoices. Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder;
- The Consultant's signature;
- Consultant shall give separate notice to the City when the total number of hours worked by Consultant and any individual employee, agent, or subcontractor of Consultant reaches or exceeds 800 hours within a 12-month period under this Agreement and any other agreement between Consultant and City. Such notice shall include an estimate of the time necessary to complete work described in Exhibit A and the estimate of time necessary to complete work under any other agreement between Consultant and City, if applicable.

2.2 Monthly Payment. City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.

2.3 Final Payment. City shall pay the last 10% of the total sum due pursuant to this Agreement within 60 days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.

2.4 Total Payment. City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever

incurred by Consultant in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

- 2.5 Hourly Fees. Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto as part of Exhibit A.
- 2.6 Reimbursable Expenses. Reimbursable expenses are specified below, and shall not exceed \$0. Expenses not listed below are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.
- 2.7 Payment of Taxes. Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- 2.8 Payment upon Termination. In the event that the City or Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets to verify costs incurred to that date.
- 2.9 Authorization to Perform Services. The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

Section 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Consultant, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents,

representatives, employees, and subcontractors. Consistent with the following provisions, Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work to the City. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence that such insurance is in effect to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Consultant shall maintain all required insurance listed herein for the duration of this Agreement.

4.1 Workers' Compensation. Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than \$1,000,000 per accident. In the alternative, Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or the Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against the City and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 General requirements. Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than \$1,000,000 per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

4.2.2 Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001, Code 1 (any auto). No endorsement shall be attached limiting the coverage.

4.2.3 Additional requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- b. City, its officers, officials, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired, or borrowed by the Consultant
- c. For any claims related to this Agreement or the work hereunder, the Consultant's insurance covered shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- d. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days' prior written notice has been provided to the City.

4.3 Professional Liability Insurance.

4.3.1 General requirements. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than \$1,000,000 covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed \$150,000 per claim.

4.3.2 Claims-made limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant shall purchase an extended period coverage

for a minimum of five years after completion of work under this Agreement.

- d. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

4.3.3 Additional Requirements. A certified endorsement to include contractual liability shall be included in the policy

4.4 All Policies Requirements.

4.4.1 Acceptability of insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

4.4.2 Verification of coverage. Prior to beginning any work under this Agreement, Consultant shall furnish City with complete copies of all policies delivered to Consultant by the insurer, including complete copies of all endorsements attached to those policies. All copies of policies and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the City does not receive the required insurance documents prior to the Consultant beginning work, it shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete copies of all required insurance policies at any time.

4.4.3 Deductibles and Self-Insured Retentions. Consultant shall disclose to and obtain the written approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, employees, and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

4.4.4 Wasting Policies. No policy required by this Section 4 shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).

4.4.5 Waiver of Subrogation. Consultant hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the consultant, its employees, agents, and subcontractors.

4.4.6 Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

4.5 Remedies. In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

5.1 General Requirement. To the fullest extent permitted by law, Consultant shall indemnify, defend with counsel acceptable to City, and hold harmless City and its officers, officials, employees, agents and volunteers (collectively, "Indemnitees") from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney's fees, costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Consultant's performance of the services under this Agreement, or its failure to comply with any of its obligations contained in this Agreement, or its failure to comply with any applicable law or regulation, except such Liability caused by the sole negligence or willful misconduct of City.

The Consultant's obligation to defend and indemnify shall not be excused because of the Consultant's inability to evaluate Liability or because the Consultant evaluates Liability and determines that the Consultant is not liable to the claimant. The Consultant must respond within 30 days, to the tender of any claim for defense and indemnity by the City, unless this time has been extended by the City in writing. If the Consultant fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money due the Consultant under and by virtue of this Agreement as shall reasonably be considered necessary by the City, may be retained by the City until disposition has been made of the claim or suit for damages, or until the Consultant accepts or rejects the tender of defense, whichever occurs first.

With respect to third party claims against the Consultant, the Consultant waives any and all rights of any type to express or implied indemnity against the Indemnitees.

Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damage or claims for damages whether or not such insurance policies shall have been determined to apply.

5.2 PERS Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

5.3 Design Professionals. Notwithstanding Sections 5.1 and 5.2, to the extent that the services under this Agreement include design professional services subject to California Civil Code Section 2782.8, as may be amended from time to time, Consultant's duty to indemnify shall only be to the maximum extent permitted by California Civil Code Section 2782.8.

5.4 Construction Contracts. Notwithstanding Sections 5.1 and 5.2, to the extent this Agreement is a "construction contract" as defined by California Civil Code Section 2782, as may be amended from time to time, such duties of Consultant to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

Section 6. STATUS OF CONSULTANT.

- 6.1 Independent Contractor. At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

- 6.2 Consultant Not an Agent. Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

- 7.1 Governing Law. The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws. Consultant and any subcontractors shall comply with all laws and regulations applicable to the performance of the work hereunder, including but not limited to, the California Building Code, the Americans with Disabilities Act, and any copyright, patent or trademark law. Consultant's Failure to comply with any law(s) or regulation(s) applicable to the performance of the work hereunder shall constitute a breach of contract.
- 7.3 Other Governmental Regulations. To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 Licenses and Permits. Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.
- 7.5 Nondiscrimination and Equal Opportunity. Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Consultant shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

Section 8. TERMINATION AND MODIFICATION.

- 8.1 Termination. City may cancel this Agreement at any time and without cause upon written notification to Consultant.

Consultant may cancel this Agreement upon 60 days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

- 8.2 Extension. City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

- 8.3 Amendments. The parties may amend this Agreement only by a writing signed by all the parties.

- 8.4 Assignment and Subcontracting. City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

- 8.5 Survival. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.

- 8.6 Options upon Breach by Consultant. If Consultant materially breaches any of the terms of this Agreement, City's remedies shall included, but not be limited to, the following:

8.6.1 Immediately terminate the Agreement;

- 8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;
- 8.6.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or
- 8.6.4 Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 Records Created as Part of Consultant's Performance. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.
- 9.2 Consultant's Books and Records. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 9.3 Inspection and Audit of Records. Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds \$10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of 3 years after final payment under the Agreement.

Section 10. MISCELLANEOUS PROVISIONS.

- 10.1 Attorneys' Fees. If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which

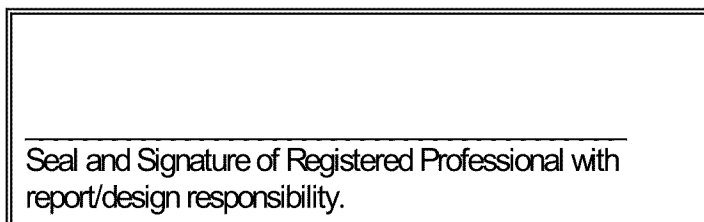
that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

- 10.2 Venue. In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Contra Costa or in the United States District Court for the Northern District of California.
- 10.3 Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 No Implied Waiver of Breach. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.6 Use of Recycled Products. Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.7 Conflict of Interest. Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 et seq.

Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 et seq.

Consultant hereby warrants that it is not now, nor has it been in the previous 12 months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 et seq., the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

- 10.8 Solicitation. Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 10.9 Contract Administration. This Agreement shall be administered by the City Manager ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.
- 10.10 Notices. Any written notice to Consultant shall be sent to:
Charles Hester, Vice President
Godbe Research
1220 Howard Avenue, Suite 250
Burlingame, CA 94010
Any written notice to City shall be sent to:
Attn: Will Provost, City of El Cerrito
10890 San Pablo Ave.
El Cerrito, CA 94530
- 10.11 Professional Seal. Where applicable in the determination of the contract administrator, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility," as in the following example.



- 10.12 Integration. This Agreement, including the scope of work attached hereto and incorporated herein as Exhibit A represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.
- Exhibit A Scope of Services and Compensation Schedule
- 10.13 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

[SIGNATURES ON FOLLOWING PAGE]

The Parties have executed this Agreement as of the Effective Date.

CITY OF EL CERRITO

DocuSigned by:

201F0EAAFE6634B8
Karen Pinkos, City Manager

CONSULTANT

DocuSigned by:

2E8E17EC01E9457
Godbe Research

1011035_1.DOC

The Parties have executed this Agreement as of the Effective Date.

CITY OF EL CERRITO

Karen Pinkos, City Manager

CONSULTANT

DocuSigned by:

2E8E17EC01E9457

Charles Hester, Vice President_
Godbe Research

1011035_1.DOC

Note: Extra signature
page added to display
name/title of signatory.

EXHIBIT A

SCOPE OF SERVICES AND COMPENSATION SCHEDULE



GODBE RESEARCH
Gain Insight



PROPOSAL TO CONDUCT A SURVEY OF REGISTERED VOTERS

Presented to the City of El Cerrito

February 21, 2023

PROPOSED PROJECT WORK PLAN

Godbe Research is a recognized leader in voter opinion research to support public policy decision-making, revenue and ballot measure feasibility, community priorities, and other customized client needs. The firm believes that any project's success depends on recognizing the individual and unique needs of each client and then crafting a project work plan to address these specific needs. To this end, Godbe Research has crafted the following work plan for the City of El Cerrito (El Cerrito or City) to illustrate the types of considerations that go into each of our voter polling projects.

Research Objectives

Before beginning any research project, Godbe Research spends a significant amount of time reviewing each client's research objectives to choose the most appropriate research design. Based on our preliminary understanding of this specific project, Godbe Research understands that there are several important research objectives to be addressed, the most important of which include evaluating the opinions and attitudes of City of El Cerrito voters on the funding of a new Library as well as services and amenities that would be provided with a new Library. The formal research objectives will be fleshed out and refined during the project kick-off meeting and subsequent meetings between the City and Godbe Research as the project unfolds.

Our specific recommendation for the voter survey process is to use a hybrid Internet and telephone survey design with text and email to Internet recruitment for that portion of the survey as well as calls to cell phones and landlines for the telephone version of the survey. Voters in our sampling frame will be selected for being likely to participate in the March 2024 California Presidential primary election cycle as well as any other election cycles of interest to the City for this study.

Scope of Work

Godbe Research has a proven 33+ year track record of providing accurate and actionable voter polling for hundreds of local, county, and regional government clients. Based on our experience and our recommended hybrid Internet and telephone survey approach, Godbe Research has crafted the following scope of work for the City of El Cerrito. Accordingly, specific services for the voter survey project are envisioned to include:

- Conducting a project kick-off meeting with the City of El Cerrito to discuss the research objectives, survey topics, sampling design, funding needs, and other aspects of the voter survey.
- Reviewing background materials, El Cerrito voter and resident demographic data, any previously conducted and related voter surveys for the City, and other information that will aid in the development of the sampling strategy and survey instrument the survey of El Cerrito registered voters.
- Development of a stratified and clustered listed sample of El Cerrito voters appropriate to the research objectives of this voter survey process, which will likely include voters likely to participate in the March 2024 Presidential primary election cycle as well as other election cycles of interest to the City. The listed sample will be primarily constructed using email addresses from the voter file, as the Internet modality will be conducted first in the hybrid survey process. Once we have developed the Internet sample, the rest of the sample will be de-duplicated by matching names, addresses, and phone numbers from Internet survey respondents to those in the voter file. We will then remove any voter from

the telephone survey sample who previously completed the survey via the Internet. Further, we will ask survey respondents in the telephone sample if they have already completed the survey via the Internet and will remove those voters from the survey process through a screening question.

- ❖ For review, there are a total of approximately 17,350 voters in the City of El Cerrito. Further, we have also identified that we have email addresses for about 9,736 of El Cerrito voters or 56% of the voting electorate. We also have cell phone numbers for approximately 6,276 total El Cerrito voters or 36% of the voting electorate as well as landline telephone numbers for approximately 7,010 City voters or 40% of voters. For the March and November 2024 general election cycles, we have a similar breakdown of email addresses, cell phones, and landlines for likely voters. Please note that all information (landlines, emails, and cell phones come directly from the State voter file and Contra Costa County Registrar of Voters).
- Developing and refining a survey instrument of approximately 20 to 25-minutes that will achieve the research objectives for the voter survey, through an iterative process with the City, including multiple points for input, review, and approval prior to fielding the survey.
 - ❖ The survey will be designed to be formatted for both Internet and telephone survey modalities as a 'hybrid survey' and both versions of the survey will be identical, save for instructions and other language specific to each survey modality.
 - ❖ As a final note, recent voter surveys conducted for the City on other topics have ranged in the 18 to 22-minute length range.
- Programming, refining, and testing the Internet version of the survey instrument using our Internet survey software package. This will be done by our team of IT and programming experts.
- CATI programming the telephone version of the survey instrument for efficient and accurate data collection, and training telephone interviewing personnel on the questionnaire and interviewing protocol.
 - ❖ For our telephone interviewing projects, Godbe Research uses only live interviewers, who have been intensively trained on the survey questionnaire, and who are located in the western United States.
- Pre-testing the survey instrument in both modalities to ensure that the questions and response codes are understandable to respondents, and to ensure that the survey length coincides with the budgeted survey length for the project.
- Developing a recruitment email and recruitment text for the Internet version of the survey and working with the City so that Godbe Research can send recruitment emails to voters with known email addresses in the voter file.
 - ❖ For reference, the email will have the City's @ci.el-cerrito.ca.us email domain for familiarity to voters within our sampling frame and the email should be signed by the City Manager or Finance Director to convey the importance of the survey to the City.

- Conducting 20 to 25-minute Internet and telephone interviews with up to 600 (n=600) total El Cerrito voters likely to vote in the election cycle(s) of interest to the City. Interviews will be collected according to a strict interviewing protocol and the final City-approved sampling design.
 - ❖ A sample size of 600 voters would provide for a maximum margin of error of no greater than +/-4.0% at the 95% confidence level, when looking at all voters in the City, including those likely to turn out in the City's election cycle(s) of interest.
 - ❖ Finally, in recent voter surveys conducted for the City on a variety of topics, we have been able to collect between 500 and 600 interviews.
- Processing the data from the survey of registered voters according to a strict quality control protocol and weighting the data, as necessary, to ensure that the results reflect opinions that are truly representative of El Cerrito voters likely to vote in the election cycles of interest for each measure.
- Developing a topline report of aggregate findings for the City of El Cerrito as the first reporting deliverable in the voter survey process.
 - ❖ We will also meet with the City and other project stakeholders to review the topline/aggregate survey results. This will help our more detailed analysis and reporting to be of maximum value to the City.
- Analyzing the voter survey results and preparing a report of findings conclusions, and recommendations for the City (draft and final formats), which directly addresses the City's research objectives outlined for the voter survey.
 - ❖ Our reports typically include sections for key findings and conclusions, a methodology discussion, analysis of the questions and topics in narrative and graphical format, as well as a copy of the survey questionnaire and a complete set of crosstabulations for all survey questions.
- Presenting the results and recommendations from the registered voter survey to the City of El Cerrito for up to five (5) online presentations as necessary (AB 361 authorized; to prevent the transmission of COVID-19 variants, and; of course, reduce unnecessary carbon emissions).
 - ❖ The presentation will be based on the project report and the length and content of the presentation will be based on City and Godbe Research discussions.
- Post-survey consulting on the results and recommendations from the survey of voters, as needed by the City of Cerrito, and other project stakeholders, as directed by the City (no additional fee).

PRELIMINARY PROJECT TIMELINE

Because of our experience in conducting voter surveys and other community surveys, Godbe Research generally prefers to conduct a hybrid survey over about an eight-week time frame. However, preliminary results can be made available much sooner, as required. Below, we have provided a general timeline in number of days and calendar dates (where known) to illustrate the time needed for each task in the overall research process. Please note that El Cerrito meetings (e.g., project kick off meeting) and tasks (e.g., questionnaire review) have been *italicized* for easy review below.

<u>Godbe Research Tasks</u>	<u>Approx. Time Required</u>
<i>Project Kick-Off Meeting w/ El Cerrito</i>	<i>1 Day (1 to 2 hours)</i>
Questionnaire Drafting and Refinement	8 to 10 Days
Sample Development and Matching (concurrent with questionnaire drafting)	3 to 5 Days
<i>Meeting w/ City to Review Draft Survey</i>	<i>1 Day (1 to 2 hours)</i>
Questionnaire Revisions (as needed)	3 to 5 Days
Survey Pretest	1 to 2 Days
Programming and Testing of Internet Version	3 to 5 Days
CATI Programming of Telephone Version (concurrent with Internet programming)	2 to 3 Days
Data Collection / Interviewing (both modalities)	7 to 10 Days (ideally two full weekends)
Initial Data Processing	3 to 5 Days
<i>Topline Report Meeting/Discussion w/ City</i>	<i>1 Day (1 to 2 hours)</i>
Analysis and Reporting	10 to 12 Days
<i>Report/Recommendations Review w/ El Cerrito</i>	<i>1 Day (1 to 2 hours)</i>
Report Changes (if needed)	2 to 3 Days
<i>Presentation of Survey Findings to El Cerrito</i>	<i>Any Time After Report Delivery</i>
<i>Post Survey Consulting on Results and Recommendations w/ El Cerrito</i>	<i>Ongoing – As Needed</i>

PROJECT COST OPTIONS

Godbe Research takes immense pride in delivering reliable and practical opinion research projects 'on time and on budget'. In doing so, we prefer to provide a firm, fixed fee format for our proposals. This is because we do not believe in assigning arbitrary hours and rarely do projects (even highly similar in nature) take the same amount of time or resources. Thus, we feel that firm and fixed-fee pricing represents the best value to our clients. This pricing model has been used successfully by Godbe Research for past resident and voter surveys for the City of El Cerrito.

Based on our understanding of needs of the City of El Cerrito for this specific voter survey process, Godbe Research has provided project cost options to conduct a 20, 22, or 25-minute hybrid Internet and telephone survey of up to 600 (n=600) total El Cerrito voters in the election cycles of interest to the City. The prices below reflect the all-inclusive costs to complete the survey project -- the overall cost will not exceed those shown below, provided that parameters (e.g., hybrid survey methodology, survey length, sample size, number of meetings and presentations, etc.) of the project conform to those outlined in this scope of work document. Should project parameters or City of El Cerrito needs change, we will be happy to provide amended costs prior to proceeding.

Hybrid Survey of up to 600 (n=600) City of El Cerrito Voters

<u>Project Task</u>	<u>20-min.</u>	<u>22-min.</u>	<u>25-min.</u>
Listed Voter Telephone Sample	\$1,200.00	\$1,200.00	\$1,200.00
Email Sample Purchase	\$1,000.00	\$1,000.00	\$1,000.00
Third Party Email/Cell Matching	\$800.00	\$800.00	\$800.00
Internet Version Programming/Testing	\$5,000.00	\$5,250.00	\$5,500.00
CATI Programming	\$1,500.00	\$1,650.00	\$1,875.00
Internet Version Recruitment/Hosting	\$750.00	\$750.00	\$750.00
Telephone Interviewing	\$9,600.00	\$10,800.00	\$12,000.00
Data Processing	\$900.00	\$900.00	\$900.00
Research Fee	\$8,000.00	\$8,000.00	\$8,000.00
Project Management	\$2,500.00	\$2,500.00	\$2,500.00
<u>Miscellaneous Expenses</u>	<u>\$250.00</u>	<u>\$250.00</u>	<u>\$250.00</u>
Voter Survey Total	\$31,500.00	\$33,100.00	\$34,775.00



GODBE RESEARCH
Gain Insight

GODBE RESEARCH

www.godberesearch.com

Corporate/Northern California Office
1220 Howard Avenue
Suite 250
Burlingame, CA 94010

Reno Office/Southwest
59 Damonte Ranch Parkway
Suite B-309
Reno, NV 89521

Seattle Office/Northwest
601 108th Avenue NE
Suite 1900
Bellevue, WA 98004

**AMENDMENT TO CONSULTING SERVICES AGREEMENT
BETWEEN THE CITY OF EL CERRITO AND
GODBE RESEARCH**

This Amendment ("Amendment") is entered into and effective as of September 1, 2023, and amends that certain Agreement for Consulting Services ("Agreement") dated March 1, 2023, by and between Godbe Research ("Contractor"), and the City of El Cerrito ("City").

RECITALS

WHEREAS, the Agreement for Services (Agreement) dated March 1, 2023, between Godbe Research and the City of El Cerrito for consulting services is in an amount not to exceed \$34,775; and

WHEREAS, after completing the initial scope of work in Fiscal Year 2022-23, the City has determined that it is in need of additional consulting services to conduct a tracking survey to evaluate the opinions and attitudes of City of El Cerrito voters; and

WHEREAS, the Contractor has proposed to complete the additional scope of work, conducting a tracking survey of registered voters (Attached as Exhibit A.1), at a total cost not to exceed \$28,350 in Fiscal Year 2023-24.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements contained in the Agreement, and in this Amendment, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the City and Contractor hereby agree as follows:

Section 1. The above recitals are true and correct and incorporated in this Amendment by this reference.

Section 2. Section 2 Compensation of the Agreement is amended to change the not to exceed amount to \$34,775 in Fiscal Year 2022-23, and not to exceed \$28,350 in Fiscal Year 2023-24.

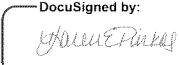
Section 3. Exhibit A is amended to include the additional proposed scope of services and compensation schedule, attached here as Exhibit A.1.

Section 4. Except as otherwise expressly set forth herein, all other terms and conditions of the Agreement remain unchanged and in full force and effect.

SIGNATURES ON FOLLOWING PAGE

CITY:

CITY OF EL CERRITO

By: 
204F6EAAF66348B...
Karen Pinkos, City Manager

Date: 10/2/2023

CONTRACTOR:

Godbe Research

By: 
2E8F17EC01E9457...

Name: Charles Hester

Date: 9/19/2023

Exhibit A.2



GODBE RESEARCH
Gain Insight



PROPOSAL TO CONDUCT A SURVEY OF REGISTERED VOTERS

Presented to the City of El Cerrito

February 29, 2024

GODBE RESEARCH EXPERIENCE

Godbe Corporation dba Godbe Research is a full-service public opinion research and voter polling agency that offers its clients extensive experience in public opinion research for ballot and revenue measure feasibility, community needs assessments, resident and community priorities, public education and outreach strategies, strategic and general planning efforts, resident and user satisfaction, public sector marketing efforts, and other customized client needs. Our offices in Burlingame, CA (Corporate) and Reno, NV (Southwest/Northwest) house a staff of highly trained and experienced researchers and a commitment to providing superior quality research and client services.

The firm has been employed by public and private sector clients, throughout the United States and internationally, and the combined expertise of the Godbe Research team spans almost 60 years in the field of public opinion research. Our Team consists of the President (Bryan Godbe), Vice President (Charles Hester), and a staff of Senior Research Managers, Senior Statistical Analysts, Research Analysts, and Research Associates. Each team member has the education and experience commensurate with their position at Godbe Research, and the team regularly teaches, authors, and speaks in the field of survey research. In short, you will not find a more experienced and educated team in public opinion research.

As part of our overall experience, Godbe Research has conducted almost 3,000 research projects for California local government agencies since our founding in 1990. In terms of research studies to specifically address ballot and revenue measure/fee feasibility, community priorities, and resident satisfaction and importance for California public sector agencies, Godbe Research has conducted recent (since 2010) voter survey projects leading to successful revenue generating measure (e.g., sales taxes, parcel taxes, utility users taxes, business license taxes, general obligation bonds, etc.) outcomes for the clients such as the City of Concord, City of Pleasant Hill, City of Albany, City of Richmond, Town of Moraga, City of Cupertino, City of Campbell, City of Los Altos, Town of Los Altos Hills, City of Morgan Hill, City of Redwood City, City of San Mateo, City of Burlingame, City of Belmont, City of San Bruno, City of South San Francisco, County of San Mateo, City of Santa Cruz, City of Watsonville, City of Union City, City of Hayward, City of San Leandro, City of San Rafael, City of Novato, County of Marin, City of Santa Rosa, Town of San Anselmo, City of Folsom, City of Fairfield, City of Rancho Cordova, City of Crescent City, City of Napa, City of Grover Beach, County of Marin, County of San Mateo, County of San Diego, and dozens other others.

We are also currently working with or have recently worked with the City of Berkeley, City of San Rafael, City of Menlo Park, City of Union City, City of City of Napa, City of Millbrae, City of Novato, City of Los Altos, City of St. Helena, City of San Bruno, City of San Leandro, and others on revenue measure polling for the November 2024 election cycles (or later). Finally, Godbe Research has worked for the City of El Cerrito (El Cerrito or City) since 2004 on revenue measure feasibility surveys leading to successful numerous outcomes, including being the pollster for Measure R for which this current survey would be a replacement or extension.

PROPOSED PROJECT WORK PLAN

Godbe Research is a recognized leader in voter opinion research to support public policy decision-making, revenue and ballot measure feasibility, community priorities, and other customized client needs. The firm believes that any project's success depends on recognizing the individual and unique needs of each client and then crafting a project work plan to address these specific needs. To this end, Godbe Research has crafted the following work plan for the City of El Cerrito to illustrate the types of considerations that go into each of our voter polling projects.

Research Objectives

Before beginning any research project, Godbe Research spends a significant amount of time reviewing each client's research objectives to choose the most appropriate research design. Based on our preliminary understanding of this specific project, Godbe Research understands that there are several important research objectives to be addressed, the most important of which include evaluating the opinions and attitudes of City of El Cerrito voters on the feasibility of the potential to place a sales tax measure on the ballot in the City in the November 2024 Presidential general election cycle. The formal research objectives will be fleshed out and refined during the project kick-off meeting and subsequent meetings between the City and Godbe Research as the project unfolds.

The Godbe Research recommendation for this specific registered voter survey process is to conduct a hybrid Internet and telephone survey design with text and email to Internet recruitment for that portion of the survey as well as calls to cell phones and landlines for the telephone version of the survey. Voters in our sampling frame will be selected for being likely to participate in the November 2024 Presidential general election cycle as well as any other election cycles of interest to the City for this study.

Scope of Work

Godbe Research has a proven 34+ year track record of providing accurate and actionable voter polling for hundreds of local, county, and regional government clients. Based on our experience and our recommended hybrid Internet and telephone survey approach, Godbe Research has crafted the following scope of work for the City of El Cerrito. Accordingly, specific services for the survey of El Cerrito registered voters are envisioned to include:

- Conducting an electronic format (e.g., Zoom, Microsoft Teams, Google Meet, etc.) project kick-off meeting with the City of El Cerrito to discuss the research objectives, survey topics/questions, sampling design, funding needs, and other aspects of the survey of El Cerrito registered voters.
- Reviewing background materials, El Cerrito voter and resident demographic data, any previously conducted and related voter surveys for the City (e.g., voter survey in the lead up to Measure R), and other information that will aid in the development of the sampling strategy and survey instrument for this survey of El Cerrito registered voters.
- Development of a stratified and clustered listed sample of El Cerrito voters appropriate to the research objectives of this registered voter survey process, which will likely include voters likely to participate in the November 2024 Presidential general election cycle as well as any other potential election cycles of interest to the City. The listed sample will be primarily constructed using email addresses from the voter file, as the Internet modality will be conducted first in the hybrid survey process. Once we have developed the Internet sample, the rest

of the sample will be de-duplicated by matching names, addresses, and phone numbers from Internet survey respondents to those in the voter file. We will then remove any voter from the telephone survey sample who previously completed the survey via the Internet. Further, we will ask survey respondents in the telephone sample if they have already completed the survey via the Internet and will remove those voters from the survey process through a screening question.

- ❖ For review, there are a total of approximately 15,400 voters in the City of El Cerrito. Further, we have also identified that we have email addresses for about 8,875 El Cerrito voters or 57% of the voting electorate. We also have cell phone numbers for approximately 5,770 total El Cerrito voters or 37% of the voting electorate as well as landline telephone numbers for approximately 5,580 City voters or 36% of voters. For the November 2024 general election cycles, we have a similar breakdown of email addresses, cell phones, and landlines for likely voters. Please note that all information (landlines, emails, and cell phones come directly from the State voter file and Contra Costa County Registrar of Voters).
- Developing and refining a survey instrument of approximately 15 to 22-minutes that will achieve the research objectives for the survey of El Cerrito registered voters, through an iterative process with the City, including multiple points for input, review, and approval prior to fielding the survey.
 - ❖ The survey will be designed to be formatted for both Internet and telephone survey modalities as a 'hybrid survey' and both versions of the survey will be identical, save for instructions and other language specific to each survey modality.
- Programming, refining, and testing the Internet version of the survey instrument using our Internet survey software package. This will be done by our team of IT and programming experts.
- CATI programming the telephone version of the survey instrument for efficient and accurate data collection, and training telephone interviewing personnel on the questionnaire and interviewing protocol.
 - ❖ For our telephone interviewing projects, Godbe Research uses only live interviewers, who have been intensively trained on the survey questionnaire, and who are located in the western United States.
- Pre-testing the survey instrument in both modalities to ensure that the questions and response codes are understandable to respondents, and to ensure that the survey length coincides with the budgeted survey length for the project.
- Developing a recruitment email and recruitment text for the Internet version of the survey and working with the City so that Godbe Research can send recruitment emails to voters with known email addresses and cell phone numbers in the voter file, respectively.
 - ❖ For reference and similar to the baseline survey process, the email will have the City's @ci.el-cerrito.ca.us email domain for familiarity to voters within our sampling frame and the email should be signed by the City Manager or Finance Director to convey the importance of the survey to the City as well as to reinforce that this is a legitimate City-sponsored survey process.

- Conducting 15 to 22-minute Internet and telephone interviews with up to 400 (n=400) total El Cerrito voters likely to vote in the election cycle(s) of interest to the City. Interviews will be collected according to a strict interviewing protocol and the final City-approved sampling design.
 - ❖ A sample size of 400 voters would provide for a maximum margin of error of no greater than +/-4.9% at the 95% confidence level, when looking at all voters in the City, including those likely to turn out in the City's election cycle(s) of interest, including November 2024.
- Processing the data from the survey of El Cerrito registered voters according to a strict quality control protocol and weighting the data, as necessary, to ensure that the results reflect opinions that are truly representative of El Cerrito voters likely to vote in the election cycles of interest.
- Developing a topline report of aggregate findings for the City of El Cerrito as the first reporting deliverable in the registered voter survey process.
 - ❖ We will also meet with the City and other project stakeholders to review the topline/aggregate survey results. This will help our more detailed analysis and reporting to be of maximum value to the City.
- Analyzing the survey of El Cerrito registered voters results and preparing a report of findings conclusions, and recommendations for the City (draft and final formats), which directly addresses the City's research objectives outlined for this specific registered voter survey event.
 - ❖ Our reports typically include sections for key findings and conclusions, a methodology discussion, analysis of the questions and topics in narrative and graphical format, as well as a copy of the survey questionnaire and a complete set of crosstabulations for all survey questions.
- Presenting the results and recommendations from the registered voter survey to the City of El Cerrito for up to five (5) online presentations as necessary (AB 361 authorized; to prevent the transmission of COVID-19 variants, and; of course, reduce unnecessary carbon emissions).
 - ❖ The presentation will be based on the project report and the length and content of the presentation will be based on City and Godbe Research discussions.
- Post-survey consulting on the results and recommendations from the survey of El Cerrito registered voters, as needed by the City and other project stakeholders, as directed by the City (no additional fee).

PRELIMINARY PROJECT TIMELINE

Because of our experience in conducting voter surveys and other community surveys, Godbe Research generally prefers to conduct a hybrid Internet and telephone survey over about a six-week time frame. However, preliminary results can be made available much sooner, as required. Below, we have provided a general timeline in number of days and calendar dates (where known) to illustrate the time needed for each task in the overall research process. Please note that El Cerrito meetings (e.g., project kick off meeting) and tasks (e.g., questionnaire review) have been *italicized* for easy review below.

<u>Godbe Research Tasks</u>	<u>Approx. Time Required</u>
<i>Survey Kick-Off Meeting w/ El Cerrito</i>	<i>1 Day (1 to 2 hours)</i>
Questionnaire Drafting and Refinement	6 to 8 Days
Sample Development and Matching (concurrent with questionnaire drafting)	2 to 3 Days
<i>Meeting w/ City to Review Draft Survey</i>	<i>1 Day (1 to 2 hours)</i>
Questionnaire Revisions (as needed)	2 to 3 Days
Survey Pretest	1 to 2 Days
Programming and Testing of Internet Version	2 to 3 Days
CATI Programming of Telephone Version (concurrent with Internet programming)	1 to 2 Days
Data Collection / Interviewing (both modalities)	7 to 10 Days (ideally two full weekends)
Initial Data Processing	3 to 5 Days
<i>Topline Report Meeting/Discussion w/ City</i>	<i>1 Day (1 to 2 hours)</i>
Survey Data Analysis and Project Reporting	8 to 10 Days
<i>Report/Recommendations Review w/ El Cerrito</i>	<i>1 Day (1 to 2 hours)</i>
Report Changes (if needed)	2 to 3 Days
<i>Presentation of Survey Findings to El Cerrito</i>	<i>Any Time After Report Delivery</i>
<i>Post Survey Consulting on Results and Recommendations w/ El Cerrito</i>	<i>Ongoing – As Needed</i>

PROJECT COST OPTIONS

Godbe Research takes immense pride in delivering reliable and practical opinion research projects 'on time and on budget'. In doing so, we prefer to provide a firm, fixed fee format for our proposals. This is because we do not believe in assigning arbitrary hours and rarely do projects (even highly similar in nature) take the same amount of time or resources. Thus, we feel that firm and fixed-fee pricing represents the best value to our clients based on their unique and specific needs.

Based on our understanding of needs of the City of El Cerrito for this specific registered voter survey process, Godbe Research has provided project cost options to conduct a 15, 18, 20, or 22-minute hybrid Internet and telephone survey of up to 400 (n=400) total El Cerrito voters in the election cycles of interest to the City, including November 2024. The prices below reflect the all-inclusive costs to complete the survey project -- the overall cost will not exceed those shown below, provided that parameters (e.g., hybrid survey methodology, survey length, sample size, number of meetings and presentations, etc.) of the project conform to those outlined in this scope of work document. Should project parameters or City of El Cerrito needs change, we will be happy to provide amended costs prior to proceeding.

Hybrid Internet/Telephone Survey of up to 400 (n=400) City of El Cerrito Voters

<u>Project Task</u>	<u>15-min.</u>	<u>18-min.</u>	<u>20-min.</u>	<u>22-min.</u>
Listed Voter Telephone Sample	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
Email Sample Purchase	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
Third Party Email/Cell Matching	\$800.00	\$800.00	\$800.00	\$800.00
Internet Version Programming/Testing	\$4,500.00	\$4,750.00	\$5,000.00	\$5,250.00
CATI Programming	\$1,125.00	\$1,350.00	\$1,500.00	\$1,650.00
Internet Version Recruitment/Hosting	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
Telephone Interviewing	\$7,800.00	\$9,000.00	\$10,200.00	\$11,400.00
Data Processing	\$950.00	\$950.00	\$950.00	\$950.00
Research Fee	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00
Project Management	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
<u>Miscellaneous Expenses</u>	<u>\$500.00</u>	<u>\$500.00</u>	<u>\$500.00</u>	<u>\$500.00</u>
Voter Survey Total	\$31,675.00	\$33,350.00	\$34,950.00	\$36,550.00



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Contract Execution Routing Slip						
Title	Initials	Date	Attachments		Management Assistant Checklist	
			Doc Type	# of Copies	Original to:	Date
Project Manager	WP	3/20/2024	Bonds			
Dept Head		3/25/2024	Contract	1	Contractor	
City Attorney		3/21/2024	Insurance Certificates		City Clerk	
Finance Director						Project File
City Manager		3/25/2024	Resolution	Draft Attached	Copy to: Finance	
City Clerk		3/26/2024				
Project Name: Godbe Research Voter Survey - Measure R					Create: Purchase Order	
Approved by Council on: 3/19/2024 Resolution # 2024-TBD					Attach to PO in CRW:	
					Contract & Resolution	
Project Number:					NOTES &/or QUESTIONS:	
Account Number(s): Amendment #2						
101-10-20-52190 \$36,550.00						
Award Amount (\$): \$36,550.00						
Contingency Amount (\$):						
Total Not to Exceed (\$) \$36,550.00						
Return signed contract to: Will Provost, Asst. to CM						

Public Comment #2

From: [REDACTED]
To: [Crystal Reams](#); [Holly Charléty](#)
Cc: [REDACTED]
Subject: FAB Item 6 Brown Act
Date: Sunday, July 21, 2024 12:17:01 PM

Caution! This message was sent from outside your organization.

El Cerrito taxpayers have paid for two library surveys and have also paid for a Measure R survey. The issues surveyed are major financial issues.

I made open records requests for copies of the reports that were supposed to be produced according to the contracts with Godbe.

I also asked for the city to show good faith and provide the raw data so that the community can do its own research.

All requests have been repeatedly rejected by the city clerk.

I ask that FAB members ask staff why the city administration refuses to release the reports and the data. Apparently, the council had to make decisions without the information in the reports.

How can the city and the council members be expected to make informed decisions if management refuses to release reports and data which have been paid for by the community.

Please explain.

Ira Sharenow

El Cerrito, CA

Public Comment #3

From: [REDACTED]
To: [Crystal Reams](#)
Subject: Public Comments
Date: Thursday, July 18, 2024 3:27:59 PM

Caution! This message was sent from outside your organization.

Hello Crystal,

I am Submitting the Following Comments into the Record:

1. the Financial Advisory Board Is Invited to the Contra Costa Mayors Conference on October 3rd at 6:30 PM hosted by the City of Richmond

Location TBD

2. Richmond Chamber of Commerce Gala October 4th 5:30 PM Riggers Loft \$100 Per Ticket

Sincerely
Cordell