

**MOORPARK CITY COUNCIL
AGENDA REPORT**

TO: Honorable City Council

FROM: Hugh R. Riley, Assistant City Manager 

DATE: July 19, 2007 (CC Meeting of Aug 1, 2007)

SUBJECT: Consider Professional Services Agreement with Godbe Research as Consultant for Community Opinion Poll

BACKGROUND

During the City Council's recent budget discussions concerning future revenue sources and desirable public facility capital improvements the need for a community/voter opinion poll was suggested. On July 10, 2007 at a Special City Council meeting the City Council selected Godbe Research as a consultant to conduct the poll.

DISCUSSION

Staff has prepared the attached Agreement for Professional Services with Godbe Research which is presented for Council consideration. The Agreement provides a Scope of Work including the following:

1. One in-person kick-off meeting and conference calls as needed with Moorpark to discuss the research objectives for the study, questionnaire design, and other related topics. The consultant will interview each Councilmember as part of their initial preparatory work.
2. Drafting and refining an applicable voter survey instrument of approximately 15 to 18-minutes in length.
3. Pre-testing the survey questionnaire.
4. Developing a stratified and clustered sample of Moorpark voters likely to vote in the 2008 election cycles of interest (e.g. February primary, May mail ballot, June general, etc.).
5. Translation of the survey into Spanish and interviewing for up to 8% of all

interviews (optional).

6. Computer-Assisted Telephone Interviewing System (CATI) programming the survey instrument for efficient data collection.
7. Conducting telephone interviews with 400 Moorpark, voters according to a strict interviewing and sampling protocol. The length of each interview will be between 15 to 18-minutes and the City will only be charged for the option on Page 4 of Exhibit A of the agreement that reflects the actual final fielded survey length.
8. Processing the data collected according to strict quality control standards.
9. Producing complete cross-tabulations of the survey data.
10. Producing a written report of findings and a complete set of cross tabulations.
11. An in-person presentation of findings to the City of Moorpark.

Project Cost: The cost of the study will not exceed \$25,570 depending upon the length of survey (15 – 18 minutes) and is as described on page 3 of Exhibit A. The consultant will provide a number of work products that will assist the City in developing a possible ballot question including voter demographics, tax threshold report and a geographic targeting report that can be used to integrate survey findings into a field-based communications effort.

The City Council may wish to consider the appointment of an Ad Hoc Committee consisting of the Mayor and one other Councilmember to meet with the consultant, and review a final questionnaire. Staff recommends that the poll be taken in October/November to allow the results to be considered along with possible ballot questions that might be presented during the June 2008 Primary Election.

STAFF RECOMMENDATION

1. Approve Agreement for Professional Services and authorize City Manager to sign subject to final language approval by the City Manager and City Attorney.
2. Appoint City Council Ad Hoc Committee

Attachment: Agreement

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF MOORPARK AND GODBE
RESEARCH**

This Agreement is made and entered into in the City of Moorpark on this _____ day of August, 2007, by and between the City of Moorpark ("CITY"), a public body, corporate and politic, and Godbe Research, a California Corporation ("CONSULTANT"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. Term

This Agreement shall commence on _____ and shall remain and continue in effect until the tasks described herein are completed, unless sooner terminated pursuant to the provisions of this Agreement.

2. Services

CITY hereby retains CONSULTANT in a contractual capacity to perform an opinion research project as outlined in CONSULTANT'S proposal ("PROPOSAL"), Exhibit A, attached hereto and incorporated herein. If the PROPOSAL is modified by this Agreement, or in the event there is a conflict between the provisions of the PROPOSAL and this Agreement, the language contained in this Agreement shall take precedence.

3. Performance

CONSULTANT shall at all times faithfully, competently and to the best of his/her ability, experience, and talent, perform all tasks described herein. CONSULTANT shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of CONSULTANT hereunder to meet its obligations under this Agreement.

4. Responsible Individuals

The individual directly responsible for CONSULTANT'S overall performance of the Agreement provisions herein above set forth and to serve as principal liaison between CITY and CONSULTANT shall be _____, or designee.

The City Manager, or his designee, shall represent CITY in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by CONSULTANT. The City Manager is authorized to act on CITY'S behalf to execute all necessary documents which increase the scope of services or change CONSULTANT'S compensation, subject to Section 5 hereof.

5. Payment

a) For furnishing services as specified in this Agreement, CITY shall pay and CONSULTANT shall receive as full compensation a total lump sum not to exceed \$25,570, as presented in PROPOSAL, upon project completion. Payment of all undisputed amounts shall be made within 30-days of receipt of each invoice. If the CITY disputes any of CONSULTANT'S fees it shall give written notice to CONSULTANT within 15-days of receipt of an invoice of any disputed fees set forth on the invoice.

b) In the event that additional work is required of CONSULTANT, beyond the Scope of Work for this Agreement, CONSULTANT may be authorized to undertake and complete such additional work only if such authorization is provided in writing, identifying the exact nature of the additional work required and a "not-to-exceed" fee to be paid by CITY for such work.

6. Incorporation by Reference

All exhibits herein referenced are hereby incorporated into and made a part of the Agreement.

7. Suspension or Termination of Agreement without Cause

a) The CITY may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the CONSULTANT at least ten (10) days prior written notice. Upon receipt of said notice, the CONSULTANT shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the CITY suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

b) In the event this Agreement is terminated pursuant to this Section, the CITY shall pay to CONSULTANT the actual value of the work performed up to the time of the termination. Upon termination of the Agreement pursuant to this Section, the CONSULTANT will submit an invoice to the CITY pursuant to Section 5.

8. Default of Consultant

a) The CONSULTANT'S failure to comply with the provisions of this Agreement shall constitute a default. In the event that CONSULTANT is in default for cause under the terms of this Agreement, CITY shall have no obligation or duty to continue compensating CONSULTANT for any work performed after the date of default and can terminate this Agreement immediately by written notice to the CONSULTANT. If such failure by the CONSULTANT to make progress in the performance of work hereunder

arises out of causes beyond the CONSULTANT'S control, and without fault or negligence of the CONSULTANT, it shall not be considered a default.

b) If the City Manager or his/her designee determines that the CONSULTANT is in default in the performance of any terms or conditions of this Agreement, the City Manager shall cause to be served upon the CONSULTANT a written notice of the default. The CONSULTANT shall have ten (10) days after service of said notice in which to cure the default by rendering a satisfactory performance. In the event that the CONSULTANT fails to cure its default within such period of time, the CITY shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

c) CONSULTANT may terminate this Agreement upon 30 days notice in the event of a material breach or non-payment by CITY.

9. Indemnification and Hold Harmless

CONSULTANT agrees to indemnify, protect, defend, and hold harmless the City of Moorpark and any and all of its officials, employees, and agents from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of CONSULTANT, its officers, agents, employees or sub-consultants in the performance of professional services under this Agreement.

CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subconsultant, contractor, subcontractor, or any other person or entity involved by, for, with, or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required here, CONSULTANT agrees to be fully responsible according to the terms of this section. Failure of CITY to monitor compliance with these requirements imposes no additional obligations on CITY and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend CITY as set forth here is binding on the successors, assigns or heirs of CONSULTANT and shall survive the termination of this Agreement or this section.

CITY does not and shall not waive any rights that it may have against CONSULTANT by reason of this Section, because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless and indemnification provisions shall apply regardless of whether or not said insurance policies are determined to be applicable to any losses, liabilities, damages, costs and expenses described in this Agreement.

10. Insurance

CONSULTANT shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit B attached to and part of this agreement.

11. Independent Consultant

a) CONSULTANT is and shall at all times remain as to the CITY a wholly independent CONSULTANT. The personnel performing the services under this Agreement on behalf of CONSULTANT shall at all times be under CONSULTANT'S exclusive direction and control. Neither CITY nor any of its officers, employees, or agents shall have control over the conduct of CONSULTANT or any of CONSULTANT'S officers, employees, or agents, except as set forth in this Agreement. CONSULTANT shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the CITY. CONSULTANT shall not incur or have the power to incur any debt, obligation, or liability whatever against CITY, or bind CITY in any manner.

b) No employee benefits shall be available to CONSULTANT in connection with the performance of this Agreement. Except for the fees paid to CONSULTANT as provided in the Agreement, CITY shall not pay salaries, wages, or other compensation to CONSULTANT for performing services hereunder for CITY. CITY shall not be liable for compensation or indemnification to CONSULTANT for injury or sickness arising out of performing services hereunder.

12. Notices

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by 1) personal service, 2) delivery by a reputable document delivery service, which provides a receipt showing date and time of delivery, or 3) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

CITY: City of Moorpark
799 Moorpark Avenue
Moorpark, CA 93021
Attn: City Manager

CONSULTANT: Godbe Research
4695 MacArthur Court, 11th Floor
Newport Beach, CA 92660

Attn: Leslie Godbe

13. Assignment

The CONSULTANT shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the CITY. It is understood and acknowledged by the parties that CONSULTANT is uniquely qualified to perform the services provided for in this Agreement.

14. Entire Agreement

This written Agreement, including all writings specifically incorporated herein by reference, shall constitute the complete Agreement between the parties hereto. No oral Agreement, understanding, or representation not reduced to writing and specifically incorporated herein shall be of any force or effect, nor shall any such oral Agreement, understanding, or representation be binding on the parties hereto. Should interpretation of this Agreement, or any portion thereof, be necessary, it is deemed that this Agreement was prepared by the parties jointly and equally, and shall not be interpreted against either party on the ground that the party prepared the Agreement or caused it to be prepared. No waiver of any provision of this Agreement shall be deemed or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provisions. No waiver shall be binding, unless executed in writing by the party making the waiver.

15. Anti-Discrimination

In the performance of the terms of this Agreement, CONSULTANT agrees that it will not engage in, nor permit such subcontractors as it may employ, to engage in discrimination in employment of persons because of the age, race, color, creed, sex, sexual orientation, national origin, ancestry, religion, physical disability, medical disability, medical condition, or marital status of such persons. Violation of this provision may result in the imposition of penalties referred to in the Labor Code of the State of California Section 1735.

16. General Conditions

a) CONSULTANT agrees to limit its actions related to economic interest and potential or real conflicts of interest as such as defined by applicable State law to the same standards and requirements for designated CITY employees.

b) CITY shall not be called upon to assume any liability for the direct payment of any salary, wage or other compensation to any person employed by CONSULTANT performing services hereunder for CITY.

c) At the time of 1) termination of this Agreement or 2) conclusion of all work, all original reports, documents, calculations, computer files, notes, and other related materials whether prepared by CONSULTANT or its subcontractor(s) or obtained in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of CITY. Any word processing computer files provided to CITY shall use Microsoft Word for Windows software.

d) Nothing contained in this Agreement shall be deemed, construed or represented by CITY or CONSULTANT or by any third person to create the relationship of principal or agent, or of a partnership, or of a joint venture, or of any other association of any kind or nature between CITY and CONSULTANT.

e) Cases involving a dispute between CITY and CONSULTANT may be decided by an arbitrator if both sides agree in writing on the arbitration and on the arbitrator selected, with costs proportional to the judgment of the arbitrator.

f) The captions and headings of the various Sections and Exhibits of this Agreement are for convenience and identification only and shall not be deemed to limit or define the content of the respective Sections and Exhibits hereof.

g) If any portion of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will never-the-less continue in full force without being impaired or invalidated in any way.

h) No officer, employee, director or agent of the CITY shall participate in any decision relating to this Agreement which affects the individual personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly interested, or shall any such person have any interest, direct or indirect, in this Agreement or the provisions thereof.

17. Governing Law

The CITY and CONSULTANT understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement.

This Agreement is made, entered into, and executed in Ventura County, California, and any action filed in any court or for arbitration for the interpretation, enforcement or other action of the terms, conditions or covenants referred to herein shall be filed in the applicable court in Ventura County, California.

18. Authority to Execute this Agreement

The person or persons executing this Agreement on behalf of CONSULTANT warrants and represents that this individual has the authority to execute this Agreement

on behalf of the CONSULTANT and has the authority to bind CONSULTANT to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF MOORPARK:

**CONSULTANT:
Godbe Research**

Steven Kueny
City of Moorpark

Leslie Godbe
CEO

ATTEST:

Deborah S. Traffenstedt, City Clerk

Exhibit "A": Proposal for Professional Services
Exhibit "B": Insurance Requirements

EXHIBIT A



GODBE RESEARCH
Gain Insight

July 12, 2007

Mr. Hugh Riley
Assistant City Manger
City of Moorpark
799 Moorpark Avenue
Moorpark, CA 93021

Mr. Riley:

Godbe Research is very pleased to be working with the City of Moorpark (Moorpark) on this important voter opinion research project. The project will be designed to study the feasibility of placing a bond or tax measure on the ballot in Moorpark in an upcoming 2008 election cycle. The attached scope, standard business terms, and project costs shall serve as an agreement for the tasks outlined below.

1. One in-person kick-off meeting and conference calls as needed with Moorpark to discuss the research objectives for the study, questionnaire design, and other related topics.
2. Drafting and refining an applicable voter survey instrument of approximately 15 to 18-minutes in length.
3. Pre-testing the survey questionnaire.
4. Developing a stratified and clustered sample of Moorpark voters likely to vote in the 2008 election cycles of interest (e.g. February primary, May mail ballot, June general, etc.).
5. Translation of the survey into Spanish and interviewing for up to 8% of all interviews (optional).
6. CATI programming the survey instrument for efficient data collection.
7. Conducting telephone interviews with 400 (n=400) Moorpark, voters according to a strict interviewing and sampling protocol. The length of each interview will be between 15 to 18-minutes and the City will only be charged for the option on the 4th page of this agreement that reflects the actual final fielded survey length.
8. Processing the data collected according to strict quality control standards.
9. Producing complete cross-tabulations of the survey data.
10. Producing a written report of findings and a complete set of crosstabulations.
11. An in-person presentation of findings to the City of Moorpark.

Half of the amount for the project will be due to Godbe Research upon approval of the survey questionnaire for pre-test/fielding. The remaining half will be due upon delivery of the topline report to the City of Moorpark.

Sincerely:

Agreed and Accepted By:

Ms. Leslie Godbe
CEO
Godbe Research

Mr. Steven Kueny
City Manager
City of Moorpark

Date

Date



GODBE RESEARCH
Gain insight

STANDARD BUSINESS TERMS AND CONDITIONS GODBE RESEARCH

Contracts and agreements between Godbe Research and its clients include the following general terms and conditions unless otherwise specified in a contract or agreement.

Flat Fees. Unless otherwise specified, Godbe Research charges a flat fee for all or a portion of its services to a client in lieu of hourly charge.

Hourly Rates. The firm may opt to bill its staff time at specified hourly rates for each staff member. When estimated hours are noted these are our best estimates of how long a job will take. Actual hours incurred are logged on employee time sheets and final billings to clients are based on these actual figures. Hourly charges apply to all firm staff working for the client with the exception of general clerical support. Work on specifically clerical projects is billed at normal hourly rates.

Advance Payment. In order to finance the client's work, the firm's policy is to require advance payment for telephone interviewing. Advance payment of fees or hourly charges is normally required, particularly in the case of new clients.

Subcontractors' Fees. Should the firm retain a special employee solely for the purpose of providing services to a client, a fee equal to 15 percent of the costs of such person will be charged to cover the firm's payroll costs.

Late Charges. Invoice terms are 30 days net unless otherwise specified in the agreement. A late charge of 1.5 percent per month will apply on any amounts not paid within thirty (30) days of the date of an invoice.

Indemnity. All copy will be approved by the client in advance of production. Each party shall indemnify, defend and hold harmless the other party from and against any loss, claim, action, course of action (including without limitation any defamation action), judgment, damage, cost or expense (including attorneys' fees and costs) arising out of any actions of, or materials written by, or information supplied by the other party.

Acting as Agent. In compliance with California sales tax regulation, Godbe Research is designated as an Agent for the acquisition of tangible personal property and services as they apply to its clients' advertising and sales promotion activities.

Ownership of Materials. In producing finished products, it is expressly understood that ownership of all materials purchased by Godbe Research to complete the property to be produced passes to its clients at the time of purchase and prior to any use by Godbe Research.

Independent Contractor. The agency shall perform the services as an independent contractor and shall not be treated as an employee of the client for federal, state or local tax purposes or for any other purpose.

Entire Agreement. This agreement constitutes the entire agreement among the parties with respect to the subject matter and supersedes any prior negotiations, understanding or agreement.

Successors. Any agreement between the agency and a client shall be binding upon, the heirs, successors and assignors of the parties.

Godbe _____

Moorpark _____

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GODBE RESEARCH
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Termination. Any termination of this agreement by the client, after being signed, shall be of mutual consent. If the agreement is terminated, Godbe Research will bill the client for all work completed to date (including subcontractors' work) plus a 15% termination fee.

Attorneys' Fees. Should any action be brought by one party against the other party to enforce any agreement, the prevailing party shall be entitled to recover from the other party its reasonable attorneys' fees, costs and expenses.

Governing Law; Venue. Any agreement between the agency and a client shall be governed by California law and any action arising out of it shall be instituted and prosecuted only in the Municipal or Superior Court of the County of Orange.

Rev. 1/27/97

Godbe _____

Moorpark _____

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PROJECT COSTS

To allow maximum flexibility in choosing the parameters of the project, Godbe Research has provided costs for a 15 to 18-minute survey of 400 (n=400) City of Moorpark voters, with an option for Spanish language translation and interviewing. The City will only be billed for the survey length and Spanish/no-Spanish option below that reflects the actual fielded length of the survey with or without Spanish language translation and interviewing. The prices below are firm and fixed and will not change, provided the parameters of the project (survey length, sample size, etc.) do not change from those outlined in this agreement or the Godbe Research proposal, dated July 2, 2007. Should project parameters change, Godbe Research will be happy to provide amended costs prior to moving forward.

Survey of 400 (n=400) Moorpark Voters

<u>Project Task</u>	<u>15-min.</u>	<u>18-min.</u>
Listed Voter Sample	\$925.00	\$925.00
CATI Programming	\$925.00	\$1,075.00
Survey Pretest	\$350.00	\$350.00
Telephone Interviewing	\$9,120.00	\$10,480.00
Data Processing	\$650.00	\$770.00
Research Fee	\$7,250.00	\$7,500.00
Project Management	\$2,500.00	\$2,500.00
<u>Miscellaneous Expenses</u>	<u>\$250.00</u>	<u>\$250.00</u>
English Only Total	\$21,970.00	\$23,850.00
Spanish Language Translation	\$870.00	\$1,020.00
<u>Spanish Language Surcharge</u>	<u>\$500.00</u>	<u>\$700.00</u>
English and Spanish Total	\$23,340.00	\$25,570.00

Sincerely:

Agreed and Accepted By:

Ms. Leslie Godbe
CEO
Godbe Research

Mr. Steven Kueny
City Manager
City of Moorpark

Date

Date

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GODBE RESEARCH
Gain Insight

**PROPOSAL TO CONDUCT A VOTER
OPINION RESEARCH STUDY**

Presented to The City of Moorpark

July 2, 2007

COVER LETTER

July 2, 2007

Mr. Hugh Riley
Assistant City Manger
City of Moorpark
799 Moorpark Avenue
Moorpark, CA 93021

Mr. Riley,

Godbe Research is pleased to submit this proposal to the City of Moorpark (Moorpark) to conduct voter polling to primarily determine the feasibility of placing a bond or tax measure on an upcoming ballot in 2008. Since our founding in 1990, Godbe Research has worked diligently to become a recognized State leader in public opinion research and has vast experience in conducting public opinion research for hundreds of cities, public safety agencies, counties, parks and recreation districts, and other public agencies. With a staff of highly trained and experienced researchers (all Master's or Ph.D. level) and a commitment to providing superior quality research and client services, we trust you will find our qualifications exceptional.

Based on our understand of the project at this point, we understand that Moorpark is looking to gauge voter support for a potential bond or tax measure to be placed on the ballot sometime in 2008 (e.g. February, May mail ballot, June, November, etc.). The funding from the revenue measure will ideally support a new library, community center, and other Moorpark facilities and services needs. Given our recent experience in helping our local government clients explore voter support for multiple funding needs, we feel that Godbe Research is the perfect firm to accomplish the goals of Moorpark. This includes recent projects (last two years) to test multiple funding programs (e.g. libraries and/or roads/streets and/or police facilities/salaries, etc.) for the Cities of Palm Springs, Costa Mesa, El Cerrito, San Rafael, San Bruno, Apple Valley, Palmdale, Sunnyvale, Novato, Covina, Encinitas, Menlo Park, Livermore, Sunnyvale, Patterson, and Riverside, among others. In addition, Godbe Research also has local experience having conducted voter opinion studies research for central-southern Ventura and northern Los Angeles County agencies such as the Moorpark Unified School District, Port Hueneme Elementary School District, and Cities of Santa Paula, Santa Clarita, and Palmdale.

Godbe Research has designated Dr. Alice Chan (Director of Research) and Bryan Godbe (President) as the Co-Project Managers for the Moorpark voter opinion research project. They will be assisted by Gayatri Kuber (Research Analyst), and by Jacob Rannels or Dr. Amelia Caine (Senior Research Managers), if needed. If you have any questions or need more information, please contact me directly at cwhester@godberesearch.com or 866-835-9273 ext. 121.

Regards,

Charles Hester
Director of Business Development

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PROJECT UNDERSTANDING AND APPROACH

Godbe Research is a recognized leader in voter opinion research for California cities, school districts, counties, park and recreation districts, and other local government agencies. The firm believes that a project's success depends on recognizing the individual needs of each client. To this end, Godbe Research has crafted the following project plan for the City of Moorpark (Moorpark) to illustrate the types of considerations that go into each of our research projects.

Research Objectives

Before beginning any research project, Godbe Research will carefully review the goals and research objectives of each client to create a sound sampling design and project work plan. Based on a review of Moorpark's research objectives, we understand that the City has several research objectives for the voter polling, the most important of which is assessing voter support for a potential tax or bond measure to be placed on the ballot in an upcoming 2008 election cycle. Accordingly, services for the study will include:

- determining issues of importance to voters in Moorpark;
- assessing the spending priorities of voters in Moorpark;
- determining baseline and informed support for a potential bond or tax measure in the City, based on Moorpark's' funding needs (facilities, services, or both);
- determining the best election cycle or cycles in which to place the measure on the ballot (e.g. February 2008 Primary, May 2008 mail ballot, June 2008 General, etc.);
- identifying the maximum tax threshold and potentially total bond amount supported by the necessary percentage of Moorpark voters;
- identifying how support for the measure being tested depends on the various projects and programs that could be funded by the measure;
- examining the impact of various statements on voter support for the measures (arguments 'for' and 'against' the measures);
- identifying how best to package the measure so that the necessary percentage of voters can be expected to support the measure when placed on the ballot, *and*;
- collecting demographic information on voters in Moorpark not already contained in the voter file for profiling and segmentation purposes.

Secondary Research

As part of the research process, Godbe Research will carefully review Moorpark resident and voter demographics, any previous polling and campaign data, as well as other information that will be useful data in guiding this current survey of Moorpark voters.

Sampling Method

Godbe Research's approach to any quantitative research project includes rigorous attention to research methodology. The first step in this process is to determine the appropriate sampling method and sample size to meet a client's research objectives, reduce the sampling error to an acceptable level, and conform to our client's budget for this project.

Because this study is interested in assessing the feasibility of passing a revenue measure sometime in 2008 (e.g. February, June, May mail ballot, etc.), Godbe Research recommends sampling voters who are likely to vote in the February 2008 election cycle, matched against other 2008 election cycles. This will allow us to flag likely voters in a variety of 2008 cycles for comparison purposes and for targeting any potential 'pre-electoral' campaign based on the survey findings.

In order to accurately understand the opinions of that portion of the electorate that is expected to participate in an election, one must consider each individual's voting history and assess their likelihood of participating in the election of interest. This will maximize the reliability of the research. Once Godbe Research has identified voters who are likely to participate in the elections of interest, the sample is drawn by stratifying the universe of residents by characteristics known to be related to voting behavior, such as age, partisanship, gender, household party type, and geography. Voters are then randomly selected into clusters based on their demographic profiles. This method ensures that the resulting sample will accurately represent the universe of voters specified in the sampling frame.

Sample Size

Given that there are an estimated 17,223 total voters, and between 6,863 (June) and 15,878 (November) voters in the three 2008 general election cycles, Godbe Research recommends an overall sample size of 400 (n=400) voters. This will allow for analysis at the overall City level and reduce the statistical margin of error to an acceptable level for most of the voter subgroups we will want to analyze (geography, income, partisanship, length of residence, voting propensity, household party type, etc.). The overall margin of error for a sample size of 400 (n=400) will be no greater than 5% at the 95% confidence level when looking at the likely voter universes for 2008 in the City of Moorpark.

Survey Instrument

To capture a detailed 'picture' of voter opinions on the various issues and needs, Godbe Research estimates that it will take approximately 15 to 20-minutes to administer each interview. Special care will be taken to ensure the methodological structure of the survey is comparable to any prior studies that may have been conducted for Moorpark as well as so the survey can be tracked over time.

Survey Pretest

After a draft of the survey has been finalized, the document will be pretested at the data collection facility on contract for the project. Even after over 17 years in business and without a single survey having to be pulled out of the field, Godbe Research still pretests all of our interviewing projects. This is to ensure the document can be read to respondents in the time budgeted; the words, phrases and subject matter are easily understood by the respondents; the answer categories match what the respondents want to say and the document achieves the research objectives identified at the onset of the project.

Translation

Godbe Research has, in the past, conducted surveys in Spanish, Korean, Vietnamese, Tagalog, Japanese, Malay, Mandarin, Thai, Hmong, Cantonese, and Khmer. Based on a review of Moorpark voter demographics, we have identified that approximately 15% of all voters, and between 10% (June) and 14% (November) of likely voters in 2008 are of Latino ethnicity.

Given that monolingual Spanish speaking rates for voters are much less than for the general resident population (approx. 10% to 12% vs. upwards of 33% in some communities), we usually do not recommend survey translation and interviewing in Spanish for an overall voter Latino population of less than 15 to 20%. Having said this, we understand that Moorpark and southern Ventura County have many long time Latino residents and that they make up a very important voting block. Thus, we have provided optional costs in our *Cost Proposal* to translation the survey and conduct up to 8% of all interviews in Spanish, not only for monolingual Spanish speaking voters but also for Latino voters that would simply be more comfortable responding in Spanish.

CATI Programming

Once the pretest results have been integrated into the final instrument, it will be sent to the data collection facility to be programmed into a computer-assisted telephone interviewing system (CATI). While CATI programming takes about two days to complete before the data collection can begin, its benefits far outweigh the costs associated with its implementation in the data collection process. These benefits include: automatically routing the interviewer through the interview to ensure skip-patterns are properly navigated, allowing the entry of only legal codes in any particular field which prevents many data entry errors, and assisting supervisory tasks by ensuring that the appropriate number of call-backs are made at the specified times. CATI programming is another one of our quality assurance and control procedures.

Data Collection

Once the CATI programming has been completed, data collection will take approximately three to five days to complete, as we will want to be out of the field as quickly as possible. Godbe Research currently uses several different *live-interview* phone banks depending on the type and timing of the survey and each has outstanding reputations for speed and accuracy. Godbe Research has worked with each of our data collection firms on more than 150 hundred previous survey projects each and we have an excellent relationship with each management team.

Quality control measures during data collection include CATI programming the survey instrument to ensure proper navigation of skip patterns and response options, training the interviewers on the instrument (minimum 1 hour session), active supervisor monitoring of interviews, random review of completed surveys to identify and correct errors, random supervisor call-backs to confirm responses, and daily review of sample characteristics to ensure that they match the population.

It is important to note that while our interviewers are reading questions from a computer screen (vs. pen and paper method), we use only *live* interviewers and do not "off-shore" data collection for our projects, even to Canada. While this makes us slightly higher in terms of costs than our competitors that do so, the quality of our data is much better as we know we are talking to the correct respondent (issue with computer telephone surveys/IVR) and our interviewers sound like they are from the communities in which they call (issue with off-shoring).

Data Cleaning and Processing

The Godbe Research team will personally clean and process the data for the project, thereby ensuring a level of detail and quality control not possible through subcontracting data cleaning and processing services. Once the interviewing is completed, each response is coded and detailed cross-tabulations are produced. The cross-tabulations generally include age, gender, ethnic group, geography, income, partisanship, household party type, home ownership, parental status, number of children and area of residence, as well as other banner points based on attitudinal data.

Once the data is collected, the sample characteristics are compared to those of the population to ensure that the data are representative. If disparities exist (which may arise simply by statistical chance or through known limitations of a sampling design), Godbe Research's staff are experts in 'weighting' the data to adjust for these disparities and ensure that the results are representative of the entire population of interest.

Analysis of Data and Reporting

Analysis of the data and presentation of the findings are the last components of any research project. Because a concise summary of the data and actionable recommendations are critical to a client's objectives, Godbe Research takes great care in analyzing the data and preparing a written final report. Godbe Research's final reports are the most thorough and insightful in the industry. The quality of the final report should be one of the main considerations when choosing a consultant. We strongly recommend that Moorpark compare our reports to those produced by other firms to appreciate the additional value that can be expected from Godbe Research.

Godbe Research's final report will include all information necessary for the City to make a sound decision on whether or not to move forward with a revenue measure, including type, timing, amount, duration, and projects. The City of Moorpark can also expect a number of easy to read and simple to understand value-added modules, as we realize that the Moorpark staff, administration, and council are not statisticians. A brief discussion of each is presented below:

- **Ballot Question Wording:** Godbe Research will recommend a version of the ballot question that reflects the benefit ranking results from the survey. Furthermore, we will work with the City Manager, Finance Director, City Council and City Attorney (and any consultants) to refine that language until it meets the approval of all key parties.
- **Tax Threshold Report:** In many cases, a voter's decision to vote 'for' or 'against' a measure depends on how much a measure will cost. Godbe Research's tax threshold report looks at how various tax levels will affect Moorpark's chance of the revenue measure in order to maximize the revenue amount to meet the City's needs. We will also look at any impacts of the total bond amount, should we test a bond measure in the survey, as this is presented to voters in the ballot question vs. the individual tax rate for taxes.
- **Geographic Targeting Report:** The geographic targeting report is used to demonstrate how survey findings can be integrated into a field-based communications effort. This is especially important in a City like Moorpark where partisanship and support will vary by geography and length of residence

(new vs. historic Moorpark, new vs. long time residents, very republican areas, etc.).

- **Election Timing Report:** The election timing report section will describe the factors associated with the various election cycles Moorpark is considering, integrate these factors with survey findings, and determine if there are any potential problems with that date (e.g. any competing measures from Ventura County).
- **Household Targeting Report:** Godbe Research is a state leader in targeting voters through an analysis of various household demographic groupings. Household targeting acknowledges the fact that most local elections rely heavily on direct mail to communicate to voters. When a mail piece reaches a household, a campaign cannot control who will view the piece. In some cases, the addressee will view the piece, other times only the first person to pick up the mail will see the piece and many times an entire household will view the piece. Because of this, our household targeting report interprets survey results and demonstrates how they can be used to communicate with targetable household groups. Godbe Research's household targeting report frequently looks at household targeting in terms of household party type, household gender makeup, household absentee history, and household age characteristics.
- **Godbe Research's Profile of Voters:** Godbe Research has created a proprietary model used to create a profile of "Strong support," "Potential support," and "Strong opposition". These profiles outline the various voter subgroups and their level of support for targeting supporters in any education/outreach or other campaign. We will provide this for each revenue measure by the most viable election cycle.

Project Presentations

Godbe Research will also develop a concise PowerPoint presentation of the survey findings and our recommendations to present to Moorpark staff, City Council, and other stakeholder groups. In addition, we will also remain available to answer any questions or provide more information on the polling results after the project is completed and throughout any resulting campaign to educate or support any measure or measures. This service is offered to each of our clients, and moreover, it is offered without any additional fees or charges, as we do not practice 'hit and run' projects.

Innovative Research Services

In our voter opinion research studies, we are often asked about other services to help support the survey process. One of these services is to hold a 'study session' or individual interviews with Council members before developing the survey. These interviews and study sessions usually involve educating the Council on the benefits of the survey and the survey process in general, especially if the City or individual Councilmembers have not been through the revenue measure process before or in long time. In addition, they also serve to gather opinions and attitudes from Councilmembers on what topics and themes they would like to see in the survey questionnaire. These interviews usually take approximately 30-minutes each and a typical study session might take an hour and half to two hours, given that there are five to seven members attending this session, which in the past has been during regularly scheduled public meetings.

Another service we often provide is follow-up focus groups of 'swing' voters. These are voters that answered 'likely yes' and 'likely no' to the second ballot test in terms of would they vote for the measure. We then flag these respondents and bring them in for focus groups where we explore projects, messages, and themes that might change a 'likely no' voter to a 'likely yes' or 'definitely yes' voter and a 'likely yes' voter to a 'definitely yes' voter. 'Definitely yes' and 'definitely no' voters are not included as they are usually a waste of resources, given that one group is going to support the measure anyway and the other never will.

Pre-Electoral and Campaign Consultant Recommendations

After the project has been completed, and if the City is advised to move forward with one or more measures, Godbe Research can offer our recommendations on qualified campaign consultants to work with the City and the campaign committee. Godbe Research has worked with a variety of consultants on revenue measures and assessments over the past 17 years, and we have good insight into what consultant might work best with an agency given that consultant's experience, fees, and approach. Should the City already have a consultant or a consultant in mind, we are happy to work with any consultant already selected and have probably already worked with that consultant in the past.

PROJECT TIME LINE

Because of our experience in conducting voter opinion research for a wide variety of clients including counties, cities, transportation planning agencies, school districts, library districts, and parks and recreation districts, Godbe Research generally prefers to conduct a voter survey over about six to eight weeks. Having said this, we have conducted revenue measure feasibility/voter opinion research studies in as little as 10 days. Godbe Research is happy to work with Moorpark to develop a time line that meets the City's needs. Moorpark meetings (e.g. project kick off meeting) and tasks (e.g. questionnaire review) have been *italicized* for easy review. Please note that some tasks below (e.g. sample design and questionnaire development) can be completed concurrently.

Project Task	Approx. Time
<i>Project Kick-Off Meeting with Moorpark</i>	<i>1 Day (1 to 2 hours)</i>
Review of Previous Surveys and Data	2 to 3 Days
Questionnaire Drafting and Refinement	5 to 7 Days
Sample Development	2 to 3 Days
<i>Moorpark Review of Survey Instrument</i>	<i>5 to 7 Days</i>
Questionnaire Revisions	2 to 3 Days
Pretest and CATI Programming	2 to 3 Days
Spanish Language Translation (optional)	3 to 4 Days
Data Collection / Interviewing	3 to 5 Days
Initial Data Processing	2 to 3 Days
<i>Topline/Initial Data Meeting with Moorpark</i>	<i>1 Day (1 to 2 hours)</i>
Data Analysis and Report Writing	10 to 14 Days
<i>Moorpark Review of Project Report</i>	<i>10 to 14 Days</i>
Report Changes (if necessary)	3 to 4 Days
<i>Presentation of Findings to Moorpark Staff, Administration and City Council</i>	<i>Anytime After Final Report Submittal</i>

EXHIBIT B

Insurance Requirements

Prior to the beginning of and throughout the duration of the Work, CONSULTANT will maintain insurance in conformance with the requirements set forth below. CONSULTANT will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, CONSULTANT agrees to amend, supplement or endorse the existing coverage to do so. CONSULTANT acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to CITY in excess of the limits and coverage required in this Agreement and which is applicable to a given loss, will be available to CITY.

CONSULTANT shall provide the following types and amounts of insurance:

Commercial General Liability Insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

Professional Liability or Errors and Omissions insurance as appropriate shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the CONSULTANT and "Covered Professional Services" as designated in the policy must specifically included work performed under this agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this agreement.

Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$1,000,000 per accident. If CONSULTANT owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If CONSULTANT or CONSULTANT employees will use personal autos in any way on this project, CONSULTANT shall provide evidence of personal auto liability coverage for each such person.

Workers' Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident or disease.

Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the State of California and with an A.M. Bests rating of A- or better and a minimum financial size VII.

General conditions pertaining to provision of insurance coverage by CONSULTANT. CONSULTANT and CITY agree to the following with respect to insurance provided by CONSULTANT:

1. CONSULTANT agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds CITY and the City of Moorpark, its officials, employees, servants, agents, and independent consultants ("CITY indemnities"), using standard ISO endorsement No. CG 2010 with an edition prior to 1992. CONSULTANT also agrees to require all contractors and subcontractors to do likewise.
2. No liability insurance coverage provided to comply with this Agreement shall prohibit CONSULTANT, or CONSULTANT'S employees, or agents, from waiving the right of subrogation prior to a loss. CONSULTANT agrees to waive subrogation rights against CITY regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.
3. All insurance coverage and limits provided by CONSULTANT and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the CITY or its operations limits the application of such insurance coverage.
4. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to CITY and approved of in writing.
5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or any contractor or subcontractor.
6. All coverage types and limits required are subject to approval, modification, and additional requirements by the CITY, as the need arises. CONSULTANT shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect CITY'S protection without CITY'S prior written consent.
7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to CONSULTANT'S general liability policy, shall be delivered to CITY at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled

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at any time and no replacement coverage is provided, CITY has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by CITY shall be charged to and promptly paid by CONSULTANT or deducted from sums due CONSULTANT, at CITY option.

8. Certificates of insurance are to reflect that the insurer will provide 30 days notice to CITY of any cancellation of coverage. CONSULTANT agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.
9. It is acknowledged by the parties of this Agreement that all insurance coverage required to be provided by CONSULTANT or any subconsultant, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self insurance available to CITY.
10. CONSULTANT agrees to ensure that subcontractors, and any other party involved with the project, who is brought onto or involved in the project by CONSULTANT, provide the same minimum insurance coverage required of CONSULTANT. CONSULTANT agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. CONSULTANT agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to CITY for review.
11. CONSULTANT agrees not to self-insure or to use any self-insured retention or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to CITY. If CONSULTANT'S existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the CITY. At that time the CITY shall review options with the CONSULTANT, which may include reduction or elimination of the deductible of self-insured retention, substitution of other coverage, or other solutions.
12. The CITY reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the CONSULTANT ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the CONSULTANT, the CITY will negotiate additional compensation proportional to the increased benefit to CITY.

13. For purposes of applying insurance coverage, only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.
14. CONSULTANT acknowledges and agrees that any actual or alleged failure on the part of the CITY to inform CONSULTANT of non-compliance with any insurance requirement in no way imposes any additional obligations on CITY nor does it waive any rights hereunder in this or any other regard.
15. CONSULTANT will renew the required coverage annually as long as CITY, or its employees or agents face an exposure from operations of any type pursuant to this Agreement. This obligation applies whether or not the Agreement is canceled or terminated for any reason. Termination of this obligation is not effective until CITY executes a written statement to that effect.
16. CONSULTANT shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from CONSULTANT'S insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement is required in these specifications applicable to the renewing or new coverage must be provided to CITY within five days of the expiration of the coverages.
17. The provisions of any Workers' Compensation or similar act will not limit the obligations of CONSULTANT under this Agreement. CONSULTANT expressly agrees not to use any statutory immunity defenses under such laws with respect to CITY, its employees, officials, and agents.
18. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party of insured to be limiting or all-inclusive.
19. These insurance requirements are intended to be separate and distinct from any other provision in this Agreement and are intended by the parties here to be interpreted as such.
20. The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

21. CONSULTANT agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge CITY or CONSULTANT for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to the CITY. It is not the intent of CITY to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against CITY for payment of premiums or other amounts with respect thereto.
22. CONSULTANT agrees to provide immediate notice to CITY of any claim or loss against CONSULTANT arising out of the work performed under this agreement. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.