



**Agenda Item B.4
CONSENT CALENDAR
Meeting Date: May 15, 2018**

TO: Mayor and Councilmembers

FROM: Carmen Nichols, Deputy City Manager

CONTACT: Valerie Kushnerov, Community Relations Manager

SUBJECT: Award of Contract for a Community Survey

RECOMMENDATION:

Authorize the City Manager to execute a Professional Services Agreement between the City of Goleta and True North Research, Inc. to conduct a Community Survey in an amount not to exceed of \$32,713 with a termination date when the final report is received and accepted by the City's Project Manager.

BACKGROUND:

A community survey is often used as a tool for measuring performance of services provided and to assist the City Council in strategic and vision planning. A survey assists in determining public opinion and understanding the needs and priorities of the community, and how well the City is responding to those needs and services. At times, community surveys are used to determine voter interest and support for certain funding measures. It can also be used as a tool to gain information on how the City can better communicate and engage citizens, and what information can be communicated better through certain marketing strategies.

In 2008, a phone survey was conducted by a professional firm to determine the community's satisfaction with City services and to gauge the public's knowledge of the revenue neutrality agreement. At that time the City was considering placing a sales tax measure on the November 2008 ballot, and was seeking input from the public. Ultimately the Council did not move forward with the ballot measure effort.

The 2008 community survey focused on the community's overall satisfaction with and perception of:

- County of Santa Barbara
- City of Goleta
- City Services, including City Council performance

- City and County Perceived Finances
- Revenue Neutrality Agreement

Now in the City's 16th year, staff recommends that the Council consider once again utilizing a professional firm to obtain feedback from the residents of Goleta on a variety of issues, including:

- Service levels and satisfaction with the job the City Council and staff are doing;
- Understanding how citizens interact with the City and how the community would like to receive information from the City;
- What residents perceive as the most important problems facing the City; and,
- General feedback on areas of concern for the people who live in Goleta.

Staff had intended to launch a community survey as part of the City's 15th year of incorporation, which was prior to the formation of the Public Engagement Commission (PEC). With the establishment of the PEC, it was appropriate to receive their input on the survey before moving forward with the survey effort. Staff received this input at the PEC meeting on February 15, 2018. Further information about that feedback is provided below.

The PEC took action on April 11, 2018 to establish an Ad Hoc Committee consisting of Commissioners James Kyriaco and Beth Schneider to work closely with staff and participate in planning meetings with the consultant selected to conduct the community survey.

DISCUSSION:

A Request for Proposals (RFP) for a community survey was issued on February 22, 2018, and proposals were due on March 22, 2018. Four responses were received before the deadline. Three staff members evaluated the proposals which ranged in fee amounts from \$15,550-\$37,975.

The proposals were rated on responsiveness to the RFP, their proposed scope, expertise and experience, pricing and available resources. Staff recommends awarding the contract to True North Research, Inc. due to:

- 1) Their responsiveness to the RFP;
- 2) The qualifications and experience of their project team;
- 3) Their extensive record conducting similar studies for government agencies in California; and,
- 4) The methodology and approach they will apply.

Staff conducted references checks and all reported successful conclusion of similar projects. The professional services agreement with True North is Attachment 1.

As noted above, the community survey will help the City gain insight about residents' opinions on community issues through online and phone survey tools available in both English and Spanish.

The PEC subcommittee is interested in eliciting information about the barriers to participation in City meetings and events, participation in local elected office, and service on a City committee or commission. Also the PEC would like to find out what Goleta residents see as the challenges of living in our community (i.e. cost of living, traffic), as well as the things people most love about Goleta. Finally, the group expressed the desire to have well-crafted questions about demographic information, like family group make-up, to better identify the relationship between the various stages of life and barriers to participation.

The City Council, the PEC and staff will have the opportunity to participate in stakeholder meetings with the selected consultant, True North, in advance of the survey development. This will help the consultant craft the questions in a manner that will best meet the City's interest and needs.

The project is estimated to take six to eight weeks to complete. The survey results will be presented to the City Council at a meeting later this summer.

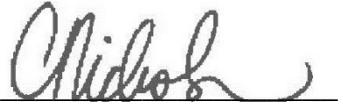
FISCAL IMPACTS:

The FY 2017/18 adopted budget includes \$35,000 (101-5-1500-500) for Professional Services to conduct a Community Survey. Sufficient budget is available to award a contract in the amount of \$32,713 to True North Research, Inc. to conduct a community survey.

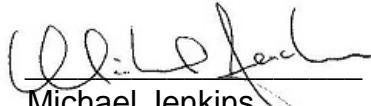
ALTERNATIVES:

The City Council could choose not to award this agreement and direct staff to enter into a contract with another consultant or reissue the RFP.

Reviewed By:


Carmen Nichols
Deputy City Manager

Legal Review By:


Michael Jenkins
City Attorney

Approved By:


Michelle Greene
City Manager

ATTACHMENT:

1. Professional Services Agreement with True North Research, Inc.

ATTACHMENT 1:

Professional Services Agreement with True North Research, Inc.

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF GOLETA
AND
TRUE NORTH RESEARCH**

This AGREEMENT FOR PROFESSIONAL SERVICES (herein referred to as "AGREEMENT") is made and entered into this 15th day of May, 2018, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and **TRUE NORTH RESEARCH**, a California Corporation (herein referred to as "CONSULTANT").

WHEREAS, the CITY has a need for professional survey and data collection services for a Citywide 2018 Community Survey Project; and

WHEREAS, the CITY does not have the personnel able and/or available to perform the services required under this AGREEMENT, and therefore, the CITY desires to contract for professional services to accomplish this work; and

WHEREAS, the CITY noticed a request for proposals ("RFP") for professional survey services through a competitive bid process; and

WHEREAS, the CONSULTANT was selected based on their responsiveness to the RFP; qualifications and experience of their project team; extensive record conducting similar studies for government agencies in California; and their methodology and approach; and

WHEREAS, the City Council, on this 15th day of May, 2018, approved this AGREEMENT and authorized the City Manager to execute the AGREEMENT.

CITY and CONSULTANT agree as follows:

1. RETENTION AS CONSULTANT

CITY hereby retains CONSULTANT, and CONSULTANT hereby accepts such engagement, to perform the services described in Section 2. CONSULTANT warrants it has the qualifications, experience, and facilities to properly and timely perform said services.

2. DESCRIPTION OF SERVICES

The services to be performed by CONSULTANT are as follows:

Develop and implement a Community Survey which will be provided in English and Spanish via phone, and an online survey to a minimum of 400

adults residing within the City of Goleta. The survey development includes 10 one-on-one interviews, a stratified sampling methodology, three-pronged recruiting strategy, mixed-method data collection methodology, comparison benchmarks and a final report and presentation to the City Council. A scope of work is provided in Exhibit A.

3. COMPENSATION AND PAYMENT

(a) Maximum and Rate. The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT **SHALL NOT EXCEED** the sum of \$32,713 (herein "not to exceed amount"), and shall be paid in full at the conclusion of the study.

(b) Payment. CONSULTANT shall provide CITY with an invoice at the conclusion of the study in a form satisfactory to CITY's Project Manager, as described in Section 5. All payments shall be made within 30 days after CITY's approval of the invoice.

4. EXTRA SERVICES

CITY shall pay CONSULTANT for those CITY authorized extra services, not reasonably included within the services described in Section 2, as mutually agreed to writing in advance of the incurrence of extra services by CONSULTANT. Unless CITY and CONSULTANT have agreed in writing before the performance of extra services, no liability and no right to claim compensation for such extra services or expenses shall exist. The applicable hourly rates for extra services shall be at the hourly rates set forth in the compensation exhibit. Any compensation for extra services shall be part of the total compensation and shall not increase the not to exceed amount identified in Section 3.

5. CITY PROJECT MANAGER AND SERVICES BY CITY

The services to be performed by CONSULTANT shall be accomplished under the general direction of, and coordinate with, CITY's "Project Manager", as that staff person is designated by CITY from time to time, and who presently is Valerie Kushnerov, Community Relations Manager. Project Manager shall have the authority to act on behalf of the CITY in administering this AGREEMENT but shall not be authorized to extend the term of the AGREEMENT or increase the not to exceed amount.

6. TERM, PROGRESS AND COMPLETION

The term of this AGREEMENT is from the date first written above to the survey is completed and the final report is received and accepted by the City's Project Manager, unless term of this AGREEMENT is extended or the AGREEMENT is terminated as provided for herein.

CONSULTANT shall not commence work on the services to be performed until (i) CONSULTANT furnishes proof of insurance as required by Section 10 below, and (ii) CITY gives written authorization to proceed with the work provided by CITY's Project Manager. All services shall be completed within 90 calendar days following the notice to proceed.

7. OWNERSHIP OF DOCUMENTS

All drawings, designs, data, photographs, reports and other documentation (other than CONSULTANT's drafts, notes and internal memorandum), including duplication of same prepared by CONSULTANT in the performance of these services, are the property of CITY. CITY shall be entitled to immediate possession of the same upon completion of the work under this AGREEMENT, or at any earlier or later time when requested by CITY. CITY agrees to hold CONSULTANT harmless from all damages, claims, expenses, and losses arising out of any reuse of the plans and specifications for purposes other than those described in this AGREEMENT, unless written authorization of CONSULTANT is first obtained.

8. PERSONAL SERVICES/NO ASSIGNMENT/SUBCONTRACTOR

This AGREEMENT is for professional services which are personal to CITY. Dr. Tim McLareny is deemed to be specially experienced and is a key member of CONSULTANT's firm, and shall be directly involved in the performance of this work. This key person shall communicate with, and periodically report to, CITY on the progress of the work. Should any such individual be removed from assisting in this contracted work for any reason, CITY may terminate this AGREEMENT. This AGREEMENT may not be assigned or subcontracted without the City Manager's prior written consent.

9. HOLD HARMLESS AND INDEMNITY

(a) Hold Harmless for CONSULTANT's Damages. CONSULTANT holds CITY, its elected officials, officers, agents, and employees, harmless from all of CONSULTANT's claims, demands, lawsuits, judgments, damages, losses, injuries or liability to CONSULTANT, to CONSULTANT's employees, to CONSULTANT's contractors or subcontractors, or to the owners of CONSULTANT's firm, which damages, losses, injuries or liability occur during the work required under this AGREEMENT, or occur while CONSULTANT is on CITY property, or which are connected, directly or indirectly, with CONSULTANT's performance of any activity or work required under this AGREEMENT.

(b) Defense and Indemnity of Third Party Claims/Liability. CONSULTANT shall investigate, defend, and indemnify CITY, its elected officials, officers, agents, and employees, from any claims, lawsuits, demands, judgments, and all liability including, but not limited to, monetary or property damage, lost profit, personal injury, wrongful death, general liability, automobile, infringement of copyright/patent/trademark, or professional errors and omissions arising out of, directly or indirectly, an error,

City of Goleta

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negligence, or omission of CONSULTANT or any of CONSULTANT's officers, agents, employees, representatives, subconsultants, or subcontractors, or the willful misconduct of CONSULTANT or any of CONSULTANT's officers, agents, employees, representatives, subconsultants, or subcontractors, in performing the services described in, or normally associated with, this type of contracted work. The duty to defend shall include any suits or actions concerning any activity, product or work required under this AGREEMENT, and also include the payment of all court costs, attorney fees, expert witness costs, investigation costs, claims adjusting costs and any other costs required for and related thereto.

(c) No Waiver. CITY does not waive, nor shall be deemed to have waived, any indemnity, defense or hold harmless rights under this section because of the acceptance by CITY, or the deposit with CITY, of any insurance certificates or policies described in Section 10.

10. INSURANCE

CONSULTANT shall, at CONSULTANT's sole cost and expense, provide insurance as described herein. All insurance is to be placed with insurers authorized to do business in the State of California with an A.M. Best and Company rating of A- or better, Class VII or better, or as otherwise approved by CITY.

Insurance shall include the following (or broader) coverage:

- a) Insurance Services Office Commercial Liability coverage "occurrence" form CG 00 01 or its exact equivalent with an edition date prior to 2004 and with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- b) Insurance Services Office form number CA 00 01 or equivalent covering Automobile Liability, including hired and non-owned automobile liability with a minimum limit of \$1,000,000 per accident. If the Service Provider owns no vehicles, this requirement may be satisfied by a non-owned and hired auto endorsement to Service Provider's commercial general liability policy.
- c) Workers' Compensation insurance complying with California worker's compensation laws, including statutory limits for workers' compensation and an Employer's Liability limit of \$1,000,000 per accident or disease.
- d) Professional liability insurance that covers the services to be performed in connection with this agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate.

Liability insurance policies required to be provided by CONSULTANT hereunder shall contain or be endorsed to contain the following provisions:

- a) CITY, its employees, officials, agents and member agencies shall be covered as additional insureds. Coverage shall apply to any and all liability arising out of the work performed or related to the contract. Additional insured status under the general liability requirement shall be provided on Insurance Services Office Form CG 20 10, with an edition date prior to 2004, or its equivalent. Additional insured status for completed operations shall be provided either in the additional insured form or through another endorsement such as CG 20 37, or its equivalent.
- b) General and automobile liability insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage will not be limited to CITY's vicarious liability.
- c) Professional liability insurance policies inception date, continuity date, or retroactive date must be before the effective date of this agreement. CONSULTANT agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.
- d) Liability coverage shall be primary and non-contributing with any insurance maintained by CITY.
- e) Evidence of coverage (including the workers' compensation and employer's liability policies) shall provide that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after 30 days' prior written notice has been given to CITY. Such provision shall not include any limitation of liability of the insurer for failure to provide such notice.
- f) No liability insurance coverage provided to comply with this AGREEMENT shall prohibit CONSULTANT, or CONSULTANT's employees, or agents, from waiving the right of recovery prior to a loss. CONSULTANT waives its right of recovery against CITY.
- g) CONSULTANT agrees to deposit with CITY within fifteen days of Notice to Proceed of the Contract certificates of insurance and required endorsements.
- h) There shall be no recourse against CITY for payment of premiums or other amounts with respect to the insurance required to be provided by CONSULTANT hereunder. Any failure, actual or alleged, on the part of CITY to monitor compliance with these requirements will not be deemed as a waiver of any rights on the part of CITY. CITY has no additional obligations by virtue of requiring the insurance set forth herein. In the event any policy of insurance required under this AGREEMENT does not comply with these requirements or is canceled and not replaced, CITY has the right but not the

duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONSULTANT or CITY will withhold amounts sufficient to pay premium from CONSULTANT payments.

- i) CONSULTANT agrees to provide immediate notice to CITY of any claim or loss against CONSULTANT arising out of the work performed under this AGREEMENT. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

11. RELATIONSHIP OF CONSULTANT TO CITY

The relationship of the CONSULTANT to CITY shall be that of an independent contractor and that in no event shall CONSULTANT be considered an officer, agent, servant or employee of CITY. CONSULTANT shall be solely responsible for any workers compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the described work.

12. CORRECTIONS

In addition to the above indemnification obligations, CONSULTANT shall correct, at its expense, all errors in the work that may be disclosed during CITY's review of CONSULTANT's report or plans. Should CONSULTANT fail to make such correction in a reasonably timely manner, such correction shall be made by CITY, and the cost thereof shall be charged to CONSULTANT or withheld from any funds due to CONSULTANT hereunder.

13. TERMINATION BY CITY

CITY, by notifying CONSULTANT in writing, may upon 10 calendar days notice, terminate without cause any portion or all of the services agreed to be performed under this AGREEMENT. If termination is for cause, no notice period need be given. In the event of termination, CONSULTANT shall have the right and obligation to immediately assemble work in progress for the purpose of closing out the job. All compensation for actual work performed and charges outstanding at the time of termination shall be payable by CITY to CONSULTANT within 30 days following submission of a final statement by CONSULTANT unless termination is for cause. In such event, CONSULTANT shall be compensated only to the extent required by law.

14. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

The acceptance by CONSULTANT of the final payment made under this AGREEMENT shall operate as and be a release of CITY from all claims and liabilities for compensation to CONSULTANT for anything done, furnished, or relating to CONSULTANT'S work or services. Acceptance of payment shall be any negotiation of CITY's check or the failure to make a written extra compensation claim within 10

calendar days of the receipt of that check. However, approval or payment by CITY shall not constitute, nor be deemed, a release of the responsibility and liability of CONSULTANT, its employees, subcontractors, agents and CONSULTANTS for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by CITY for any defect or error in the work prepared by CONSULTANT, its employees, subcontractors, agents and consultants.

15. AUDIT OF RECORDS

At any time during normal business hours and as often as it may deem necessary, CONSULTANT shall make available to a representative of CITY for examination of all its records with respect to all matters covered by this AGREEMENT and will permit CITY to audit, examine and/or reproduce such records. CONSULTANT will retain such financial records, time sheets, work progress reports, invoices, bills and project records for at least two years after termination or final payment under this AGREEMENT.

16. WAIVER; REMEDIES CUMULATIVE

Failure by a party to insist upon the strict performance of any of the provisions of this AGREEMENT by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this AGREEMENT, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

17. CONFLICT OF INTEREST

CONSULTANT is unaware of any CITY employee or official that has a financial interest in CONSULTANT'S business. During the term of this AGREEMENT and/or as a result of being awarded this AGREEMENT, CONSULTANT shall not offer, encourage or accept any financial interest in CONSULTANT'S business by any CITY employee or official.

18. CONSTRUCTION OF LANGUAGE OF AGREEMENT

The provisions of this AGREEMENT shall be construed as a whole according to its common meaning of purpose of providing a public benefit and not strictly for or against any party. It shall be construed consistent with the provisions hereof, in order to

achieve the objectives and purposes of the parties. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neutral genders or vice versa.

19. MITIGATION OF DAMAGES

In all situations arising out of this AGREEMENT, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

20. GOVERNING LAW

This AGREEMENT, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of California. Should litigation occur, venue shall be in Superior Court of Santa Barbara County.

21. NONDISCRIMINATION

CONSULTANT shall comply with the federal Americans with Disability Act, Public Law 101-336, and observe the disability discrimination prohibitions of such laws in the performance of the work required under this AGREEMENT.

22. TAXPAYER IDENTIFICATION NUMBER

CONSULTANT shall provide CITY with a complete Request for Taxpayer Identification Number and Certification, Form W-9 (Rev. 12-87), as issued by the Internal Revenue Service.

23. NON-APPROPRIATION OF FUNDS

Payments due and payable to CONSULTANT for current services are within the current budget and within an available, unexhausted and unencumbered appropriation of CITY funds. In the event CITY has not appropriated sufficient funds for payment of CONSULTANT services beyond the current fiscal year, this AGREEMENT shall cover only those costs incurred up to the conclusion of the current fiscal year.

24. MODIFICATION OF AGREEMENT

The tasks described in this AGREEMENT and all other terms of this AGREEMENT may be modified only upon mutual written consent of CITY and CONSULTANT.

25. USE OF THE TERM "CITY"

Reference to "CITY" in this AGREEMENT includes City Manager or any authorized representative acting on behalf of CITY.

26. PERMITS AND LICENSES

CONSULTANT, at its sole expense, shall obtain and maintain during the term of this AGREEMENT, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this AGREEMENT.

27. CAPTIONS

The captions or headings in this AGREEMENT are for convenience only and in no other way define, limit or describe the scope or intent of any provision or section of the AGREEMENT.

28. AUTHORIZATION

Each party has expressly authorized the execution of this AGREEMENT on its behalf and bind said party and its respective administrators, officers, directors, shareholders, divisions, subsidiaries, agents, employees, successors, assigns, principals, partners, joint venturers, insurance carriers and any others who may claim through it to this AGREEMENT.

29. ENTIRE AGREEMENT BETWEEN PARTIES

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

30. PARTIAL INVALIDITY

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

31. NOTICES

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

TO CITY:

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

TO CONSULTANT: Attention: Dr. Tim McLarney
 True North Research, Inc.
 1592 N. Coast Highway 101
 Encinitas, CA 92024

In concurrence and witness whereof, this AGREEMENT has been executed by the parties effective on the date and year first above written.

CITY OF GOLETA

CONSULTANT

Michelle Greene, City Manager

President

ATTEST

Deborah Lopez, City Clerk

Vice President

APPROVED AS TO FORM



Winnie Cai, Deputy City Attorney

Exhibit A

Scope of Work

The scope of work that we propose to perform for the City includes all tasks associated with designing, conducting and analyzing the survey, as well as presenting the results. Briefly, the scope of services includes:

- Meet with City staff and representatives to discuss the research objectives, methodology, and potential challenges and issues surrounding the study.
- Communicate throughout the study via email and conference calls as appropriate.
- Conduct up to 10 one-on-one interviews with key city staff, councilmembers, and important community organizations at the direction of the City.
- Develop a sampling plan that will produce data that is representative of the current profile of adults in the City of Goleta.
- Work collaboratively with City staff/subcommittee to develop a draft questionnaire, review and make revisions as needed until all parties approve of the instrument.
- Pre-test the survey instrument to ensure its integrity.
- Professionally translate the final questionnaire into Spanish.
- CATI (Computer Assisted Telephone Interviewing) program the finalized survey instrument to ensure accurate and reliable data collection using live telephone interviewers.
- Web program the same survey instrument to allow for secure, password-protected online data collection to compliment the telephone data collection.
- Pre-test both the CATI and web programs.
- Recruit participation in the survey using a combination of mailed invitations, email invitations, and telephone calls.
- Collect at least 400 quality telephone and web-based interviews according to a strict interviewing protocol.
- Process the data, which includes conducting validity checks, cleaning, recoding, coding any open-end responses, and adjusting for strategic oversampling (if used) through a statistical procedure known as ‘weighting’.
- Create an initial Topline Summary of the survey findings.
- Analyze the survey results and prepare a full report on the findings, including a detailed question-by-question analysis, description of the methodology, an executive summary of the key findings and conclusions/recommendations, as well as a comprehensive set of crosstabulations showing how the answers varied by subgroups of respondents. The report will include extensive full-color graphics displaying the findings, as well as insightful narrative discussion of the results and their implications for the City’s planning and performance management efforts.

- Finalize the report based on the City's review and comments on the draft version.
- Prepare an electronic copy of the report to allow the City to post the report on its website and reproduce the report as needed.
- Prepare a PowerPoint presentation of the results and present the results to City staff and representatives.
- Be available to answer questions and advise the City based on the survey findings, as needed.

Exhibit A
Scope of Work

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