# AGREEMENT FOR SERVICES BETWEEN
# THE CITY OF MENLO PARK AND GODBE RESEARCH

THIS AGREEMENT made and entered into at Menlo Park, California, this twenty-fourth day of August, 2017, by and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as "CITY", and GODBE RESEARCH, hereinafter referred to as "FIRST PARTY."

WITNESSETH:

WHEREAS, CITY desires to retain FIRST PARTY to provide certain professional services for CITY in connection with that certain project called: 2017 Resident Satisfaction Survey.

WHEREAS, FIRST PARTY is licensed to perform said services and desires to and does hereby undertake to perform said services.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, PROMISES AND CONDITIONS of each of the parties hereto, it is hereby agreed as follows:

## 1. SCOPE OF WORK

In consideration of the payment by CITY to FIRST PARTY, as hereinafter provided, FIRST PARTY agrees to perform all the services as set forth in Exhibit "A", Scope of Services.

## 2. SCHEDULE FOR WORK

FIRST PARTY's proposed schedule for the various services required pursuant to this agreement will be as set forth in Exhibit "A", Scope of Services. CITY will be kept informed as to the progress of work by written reports, to be submitted monthly or as otherwise required in Exhibit "A". Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents or other events beyond the control of the other, or the other's employees and agents.

FIRST PARTY shall commence work immediately upon receipt of a "Notice to Proceed" from CITY. The "Notice to Proceed" date shall be considered the "effective date" of the Agreement, as used herein, except as otherwise specifically defined. FIRST PARTY shall complete all the work and deliver to CITY all project related files, records, and materials within one month after completion of all of FIRST PARTY's activities required under this Agreement.

## 3. PROSECUTION OF WORK

FIRST PARTY will employ a sufficient staff to prosecute the work diligently and continuously and will complete the work in accordance with the schedule of work approved by the CITY. (See Exhibit "A", Scope of Services).

Contract #: 2193

CC Rev 20161010
4. COMPENSATION AND PAYMENT

A. CITY shall pay FIRST PARTY an all-inclusive fee that shall not exceed $33,000 as described in Exhibit "A", Scope of Services. This compensation shall be based on the rates described in Exhibit "A". All payments, including fixed hourly rates, shall be inclusive of all indirect and direct charges to the Project incurred by FIRST PARTY. The CITY reserves the right to withhold payment if the City determines that the quantity or quality of the work performed is unacceptable.

B. FIRST PARTY's fee for the services as set forth herein shall be considered as full compensation for all indirect and direct personnel, materials, supplies and equipment, and services incurred by FIRST PARTY and used in carrying out or completing the work.

C. Payments shall be monthly for the invoice amount or such other amount as approved by CITY. As each payment is due, a statement describing the services performed shall be submitted to CITY by the FIRST PARTY. This statement shall include, at a minimum, the project title, Agreement Number, the title(s) of personnel performing work, hours spent, payment rate, and a listing of all reimbursable costs. CITY shall have the discretion to approve the invoice and the work completed statement. Payment shall be for the invoice amount or such other amount as approved by CITY.

D. Payments are due upon receipt of written invoices. CITY shall have the right to receive, upon request, documentation substantiating charges billed to CITY. CITY shall have the right to perform an audit of the FIRST PARTY’s relevant records pertaining to the charges.

5. EQUAL EMPLOYMENT OPPORTUNITY

A. FIRST PARTY, with regard to the work performed by it under this Agreement shall not discriminate on the grounds of race, religion, color, national origin, sex, handicap marital status or age in the retention of sub-consultants, including procurement of materials and leases of equipment.

B. FIRST PARTY shall take affirmative action to insure that employees and applicants for employment, are treated without regard to their race, color, religion, sex, national origin, marital status or handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training including apprenticeship.

C. FIRST PARTY shall post in prominent places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

D. FIRST PARTY shall state that all qualified applications will receive consideration for employment without regard to race, color, religion, sex, national origin, marital status or handicap.

E. FIRST PARTY shall comply with Title VI of the Civil Rights Act of 1964 and shall provide such reports as may be required to carry out the intent of this section.

F. FIRST PARTY shall incorporate the foregoing requirements of this section in FIRST PARTY’s agreement with all sub-consultants.

6. ASSIGNMENT OF AGREEMENT AND TRANSFER OF INTEREST
A. FIRST PARTY shall not assign this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the CITY thereto, provided, however, that claims for money due or to become due to the FIRST PARTY from the CITY under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of an intended assignment or transfer shall be furnished promptly to the CITY.

B. In the event there is a change of more than 30% of the stock ownership or ownership in FIRST PARTY from the date of this Agreement is executed, then CITY shall be notified prior to the date of said change of stock ownership or interest and CITY shall have the right, in event of such change in stock ownership or interest, to terminate this Agreement upon notice to FIRST PARTY. In the event CITY is not notified of any such change in stock ownership or interest, then upon knowledge of same, it shall be deemed that CITY has terminated this Agreement.

7. INDEPENDENT WORK CONTROL

It is expressly agreed that in the performance of the service necessary for compliance with this Agreement, FIRST PARTY shall be and is an independent contractor and is not an agent or employee of CITY. FIRST PARTY has and shall retain the right to exercise full control and supervision of the services and full control over the employment, direction, compensation and discharge of all persons assisting FIRST PARTY in the performance of FIRST PARTY's services hereunder. FIRST PARTY shall be solely responsible for its own acts and those of its subordinates and employees.

8. CONSULTANT QUALIFICATIONS

It is expressly understood that FIRST PARTY is licensed and skilled in the professional calling necessary to perform the work agreed to be done by it under this Agreement and CITY relies upon the skill of FIRST PARTY to do and perform said work in a skilful manner usual to the profession. The acceptance of FIRST PARTY's work by CITY does not operate as a release of FIRST PARTY from said understanding.

9. NOTICES

All notices hereby required under this Agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid or by overnight courier service. Notices required to be given to CITY shall be addressed as follows:

Alex McIntyre
City Manager's Office
City of Menlo Park
701 Laurel St.
Menlo Park, CA 94025
650-330-6610
adm McIntyre@menlopark.org

Notices required to be given to FIRST PARTY shall be addressed as follows:

Charles Hester
Godbe Research
1575 Old Bayshore Highway, Suite 102
Burlingame, CA 94010
650-288-3021
cwhester@godbereresearch.com

Provided that any party may change such address by notice, in writing, to the other party and thereafter notices shall be addressed and transmitted to the new address.

10. HOLD HARMLESS
A. FIRST PARTY shall not commence work under this Agreement until all insurance required under this Section has been obtained and such insurance has been approved by the City, with certificates of insurance evidencing the required coverage.

B. There shall be a contractual liability endorsement extending the FIRST PARTY’s coverage to include the contractual liability assumed by the FIRST PARTY pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the CITY, at the address shown in Section 9, of any pending cancellation of the policy. FIRST PARTY shall notify CITY of any pending change to the policy. All certificates shall be filed with the City.

1. Worker's Compensation and Employer's Liability Insurance:
   The FIRST PARTY shall have in effect during the entire life of this Agreement Worker's Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the FIRST PARTY makes the following certification, required by Section 18161 of the California Labor Code: "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement" (not required if the FIRST PARTY is a Sole Proprietor).

2. Liability Insurance:
   The FIRST PARTY shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance (Commercial General Liability Insurance) on an occurrence basis as shall protect it while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as claims for property damage which may arise from the FIRST PARTY's operations under this Agreement, whether such operations be by FIRST PARTY or by any sub-consultant or by anyone directly or indirectly employed by either of them. The amounts of such insurance shall be not less than One Million Dollars ($1,000,000) per occurrence and One Million Dollars ($1,000,000) in aggregate, or One Million Dollars ($1,000,000) combined single limit bodily injury and property damage for each occurrence. FIRST PARTY shall provide the CITY with acceptable evidence of coverage, including a copy of all declarations of coverage exclusions. FIRST PARTY shall maintain Automobile Liability Insurance pursuant to this Agreement in an amount of not less than One Million Dollars ($1,000,000) for each accident combined single limit or not less than One Million Dollars ($1,000,000) for any one (1) person, and One Million Dollars ($1,000,000) for any one (1) accident, and Three Hundred Thousand Dollars, ($300,000) property damage.

3. Professional Liability Insurance:
   FIRST PARTY shall maintain a policy of professional liability insurance, protecting it against claims arising out of the negligent acts, errors, or omissions of FIRST PARTY pursuant to this Agreement, in the amount of not less than One Million Dollars ($1,000,000) per claim and in the aggregate. Said professional liability insurance is to be kept in force for not less than one (1) year after completion of services described herein.

C. CITY and its subsidiary agencies, and their officers, agents, employees and servants shall be named as additional insured on any such policies of Commercial General Liability and Automobile Liability Insurance, (but not for the Professional Liability and Worker's Compensation), which shall also contain a provision that the insurance afforded thereby to the CITY, its subsidiary agencies, and their officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if the CITY, its subsidiary agencies and their officers and employees have other insurance against a loss covered by a policy, such other insurance shall be excess insurance only.

D. In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, CITY, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

E. Prior to the execution of this Agreement, any deductibles or self-insured retentions must be declared to and approved by CITY.

12. PAYMENT OF PERMITS/LICENSES
Contractor shall obtain any license, permit, or approval if necessary from any agency whatsoever for the work/services to be performed, at his/her own expense, prior to commencement of said work/services or forfeit any right to compensation under this Agreement.

13. RESPONSIBILITY AND LIABILITY FOR SUB-CONSULTANTS AND/OR SUBCONTRACTORS

Approval of or by CITY shall not constitute nor be deemed a release of responsibility and liability of FIRST PARTY or its sub-consultants and/or subcontractors for the accuracy and competency of the designs, working drawings, specifications or other documents and work, nor shall its approval be deemed to be an assumption of such responsibility by CITY for any defect in the designs, working drawings, specifications or other documents prepared by FIRST PARTY or its sub-consultants and/or subcontractors.

14. OWNERSHIP OF WORK PRODUCT

Work products of FIRST PARTY for this project, which are delivered under this Agreement or which are developed, produced and paid for under this Agreement, shall become the property of CITY. The reuse of FIRST PARTY's work products by City for purposes other than intended by this Agreement shall be at no risk to FIRST PARTY.

15. REPRESENTATION OF WORK

Any and all representations of FIRST PARTY, in connection with the work performed or the information supplied, shall not apply to any other project or site, except the project described in Exhibit "A" or as otherwise specified in Exhibit "A".

16. TERMINATION OF AGREEMENT

A. CITY may give thirty (30) days written notice to FIRST PARTY, terminating this Agreement in whole or in part at any time, either for CITY's convenience or because of the failure of FIRST PARTY to fulfill its contractual obligations or because of FIRST PARTY's change of its assigned personnel on the project without prior CITY approval. Upon receipt of such notice, FIRST PARTY shall:
   1. Immediately discontinue all services affected (unless the notice directs otherwise); and
   2. Deliver to the CITY all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated or produced by FIRST PARTY in performing work under this Agreement, whether completed or in process.

B. If termination is for the convenience of CITY, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.

C. If the termination is due to the failure of FIRST PARTY to fulfill its Agreement, CITY may take over the work and prosecute the same to completion by agreement or otherwise. In such case, FIRST PARTY shall be liable to CITY for any reasonable additional cost occasioned to the CITY thereby.

D. If, after notice of termination for failure to fulfill Agreement obligations, it is determined that FIRST PARTY had not so failed, the termination shall be deemed to have been effected for the convenience of the CITY. In such event, adjustment in the contract price shall be made as provided in Paragraph B of this Section.

E. The rights and remedies of the CITY provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.

F. Subject to the foregoing provisions, the CITY shall pay FIRST PARTY for services performed and expenses incurred through the termination date.
17. **INSPECTION OF WORK**

It is FIRST PARTY’s obligation to make the work product available for CITY’s inspections and periodic reviews upon request by CITY.

18. **COMPLIANCE WITH LAWS**

It shall be the responsibility of FIRST PARTY to comply with all State and Federal Laws applicable to the work and services provided pursuant to this Agreement, including but not limited to compliance with prevailing wage laws, if applicable.

19. **BREACH OF AGREEMENT**

A. This Agreement is governed by applicable federal and state statutes and regulations. Any material deviation by FIRST PARTY for any reason from the requirements thereof, or from any other provision of this Agreement, shall constitute a breach of this Agreement and may be cause for termination at the election of the CITY.

B. The CITY reserves the right to waive any and all breaches of this Agreement, and any such waiver shall not be deemed a waiver of any previous or subsequent breaches. In the event the CITY chooses to waive a particular breach of this Agreement, it may condition same on payment by FIRST PARTY of actual damages occasioned by such breach of Agreement.

20. **SEVERABILITY**

The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect unless amended or modified by the mutual consent of the parties.

21. **CAPTIONS**

The captions of this Agreement are for convenience and reference only and shall not define, explain, modify, limit, exemplify, or aid in the interpretation, construction, or meaning of any provisions of this Agreement.

22. **LITIGATION OR ARBITRATION**

In the event that suit or arbitration is brought to enforce the terms of this Agreement, the prevailing party shall be entitled to litigation costs and reasonable attorneys' fees. The Dispute Resolution provisions are set forth on Exhibit "B", 'Dispute Resolution' attached hereto and by this reference incorporated herein.

23. **RETENTION OF RECORDS**

Contractor shall maintain all required records for three years after the City makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the City, a federal agency, and the state of California.

24. **TERM OF AGREEMENT**

This Agreement shall remain in effect for the period of August 24, 2017 through August 24, 2018 unless extended, amended, or terminated in writing by CITY.
25. ENTIRE AGREEMENT

This document constitutes the sole Agreement of the parties hereto relating to said project and states the rights, duties, and obligations of each party as of the document's date. Any prior Agreement, promises, negotiations, or representations between parties not expressly stated in this document are not binding. All modifications, amendments, or waivers of the terms of this Agreement must be in writing and signed by the appropriate representatives of the parties to this Agreement.

26. STATEMENT OF ECONOMIC INTEREST

Consultants, as defined by Section 18701 of the Regulations of the Fair Political Practices Commission, Title 2, Division 6 of the California Code of Regulations, are required to file a Statement of Economic Interests with 30 days of approval of a contract services agreement with the City of its subdivisions, on an annual basis thereafter during the term of the contract, and within 30 days of completion of the contract.

Based upon review of the Consultant's Scope of Work and determination by the City Manager, it is determined that Consultant IS / IS NOT required to file a Statement of Economic Interest. A statement of Economic Interest shall be filed with the City Clerk's office no later than 30 days after the execution of the Agreement.

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

FIRST PARTY:

Signature

Name

94-3383272

Tax ID#

APPROVED AS TO FORM:

William L. McClure, City Attorney

CITY OF MENLO PARK:

Signature

Name

ATTEST:

Date

City Manager

Title

Date

8/25/17

Vice President

Title

9/6/17

9/8/17

9/11/17
EXHIBIT “A” – SCOPE OF SERVICES

A1. SCOPE OF WORK

FIRST PARTY agrees to provide consultant services for CITY’s. City Manager Office. In the event of any discrepancy between any of the terms of the FIRST PARTY’s proposal and those of this Agreement, the version most favorable to the CITY shall prevail. FIRST PARTY shall provide the following services:

Provide general consultant services for projects as determined by the CITY. The detailed scope of work for each task the CITY assigns the consultant shall be referred to as Exhibit A-1, which will become part of this Agreement. A notice to proceed will be issued separately for each separate scope of work agreed to between the CITY and FIRST PARTY.

FIRST PARTY agrees to perform these services as directed by the CITY in accordance with the standards of its profession and CITY’s satisfaction.

A2. COMPENSATION

CITY hereby agrees to pay FIRST PARTY at the rates to be negotiated between FIRST PARTY and CITY as detailed in Exhibit A-1. The actual charges shall be based upon (a) FIRST PARTY’s standard hourly rate for various classifications of personnel; (b) all fees, salaries and expenses to be paid to engineers, consultants, independent contractors, or agents employed by FIRST PARTY; and shall (c) include reimbursement for mileage, courier and plan reproduction. The total fee for each separate Scope of Work agreed to between the CITY and FIRST PARTY shall not exceed the amount shown in Exhibit A-1.

FIRST PARTY shall be paid within thirty (30) days after approval of billing for work completed and approved by the CITY. Invoices shall be submitted containing all information contained in Section A5 below. In no event shall FIRST PARTY be entitled to compensation for extra work unless an approved change order, or other written authorization describing the extra work and payment terms, has been executed by CITY prior to the commencement of the work.

A3. SCHEDULE OF WORK

FIRST PARTY’S proposed schedule for the various services required will be set forth in Exhibit A-1.

A4. CHANGES IN WORK -- EXTRA WORK

In addition to services described in Section A1, the parties may from time to time agree in writing that FIRST PARTY, for additional compensation, shall perform additional services including but not limited to:

- Change in the services because of changes in scope of the work.
- Additional tasks not specified herein as required by the CITY.

The CITY and FIRST PARTY shall agree in writing to any changes in compensation and/or changes in FIRST PARTY’s services prior to the commencement of any work. If FIRST PARTY deems work he/she has been directed to perform is beyond the scope of this Agreement and constitutes extra work, FIRST PARTY shall immediately inform the CITY in writing of the fact. The CITY shall make a determination as to whether such work is in fact beyond the scope of this Agreement and constitutes extra work. In the event that the CITY determines that such work does constitute extra work, it shall provide compensation to the FIRST PARTY in accordance with an agreed cost that is fair and equitable. This cost will be mutually agreed upon by the CITY and FIRST PARTY. A supplemental agreement providing for such compensation for extra work shall be negotiated between the CITY and the FIRST PARTY. Such supplemental agreement shall be executed by the FIRST PARTY and may be approved by the City Manager upon recommendation of the
**A.5. BILLINGS**

FIRST PARTY's bills shall include the following information: A brief description of services performed, project title and the Agreement number; the date the services were performed; the number of hours spent and by whom; the current contract amount; the current invoice amount; Except as specifically authorized by CITY, FIRST PARTY shall not bill CITY for duplicate services performed by more than one person. In no event shall FIRST PARTY submit any billing for an amount in excess of the maximum amount of compensation provided in Section A2.

The expenses of any office, including furniture and equipment rental, supplies, salaries of employees, telephone calls, postage, advertising, and all other expenses incurred by FIRST PARTY in the performances of this Agreement shall be incurred at the FIRST PARTY's discretion. Such expenses shall be FIRST PARTY's sole financial responsibility.
EXHIBIT “B” - DISPUTE RESOLUTION

B1.0 All claims, disputes and other matters in question between the FIRST PARTY and CITY arising out of, or relating to, the contract documents or the breach thereof, shall be resolved as follows:

B2.0 Mediation
B2.1 The parties shall attempt in good faith first to mediate such dispute and use their best efforts to reach agreement on the matters in dispute. After a written demand for non-binding mediation, which shall specify in detail the facts of the dispute, and within ten (10) days from the date of delivery of the demand, the matter shall be submitted to a mutually agreeable mediator. The Mediator shall hear the matter and provide an informal opinion and advice, none of which shall be binding upon the parties, but is expected by the parties to help resolve the dispute. Said informal opinion and advice shall be submitted to the parties within twenty (20) days following written demand for mediation. The Mediator’s fee shall be shared equally by the parties. If the dispute has not been resolved, the matter shall be submitted to arbitration in accordance with Paragraph B3.1.

B3.0 Arbitration
B3.1 Any dispute between the parties that is to be resolved by arbitration as provided in Paragraph B2.1 shall be settled and decided by arbitration conducted by the American Arbitration Association in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, as then in effect, except as provided below. Any such arbitration shall be held before three arbitrators who shall be selected by mutual agreement of the parties; if agreement is not reached on the selection of the arbitrators within fifteen (15) days, then such arbitrator(s) shall be appointed by the presiding Judge of the court of jurisdiction of the Agreement.
B3.2 The provisions of the Construction Industry Arbitration Rules of the American Arbitration Association shall apply and govern such arbitration, subject, however to the following:
B3.3 Any demand for arbitration shall be writing and must be made within a reasonable time after the claim, dispute or other matter in question as arisen. In no event shall the demand for arbitration be made after the date that institution of legal or equitable proceedings based on such claim, dispute or other matter would be barred by the applicable statute of limitations.
B3.4 The arbitrator or arbitrators appointed must be former or retired judges, or attorneys at law with last ten (10) years’ experience in construction litigation.
B3.5 All proceedings involving the parties shall be reported by a certified shorthand court reporter, and written transcripts of the proceedings shall be prepared and made available to the parties.
B3.6 The arbitrator or arbitrators must be made within and provide to the parties factual findings and the reasons on which the decisions of the arbitrator or arbitrators is based.
B3.7 Final decision by the arbitrator or arbitrators must be made within ninety (90) days from the date of the arbitration proceedings are initiated.
B3.8 The prevailing party shall be awarded reasonable attorneys’ fees, expert and non-expert witness costs and expenses, and other costs and expenses incurred in connection with the arbitration, unless the arbitrator or arbitrators for good cause determine otherwise.
B3.9 Costs and fees of the arbitrator or arbitrators shall be borne by the non-prevailing party, unless the arbitrator or arbitrators for good cause determine otherwise.
B3.10 The award or decision of the arbitrator or arbitrators, which may include equitable relief, shall be final, and judgment may be entered on it in accordance with applicable law in any court having jurisdiction over the matter.
SCOPE OF SERVICES TO CONDUCT THE 2017 RESIDENT SATISFACTION SURVEY

Presented to the City of Menlo Park

August 9, 2017
EXHIBIT – SCOPE OF WORK

Godbe Research, a California corporation based locally in the City of Burlingame, strongly believes that the success of any opinion research project depends on recognizing the individual and unique needs of each of our clients and then crafting a project work plan to address those specific needs. To this end, Godbe Research has crafted the following scope of work for the City of Menlo Park (Menlo Park or City) to illustrate the types of considerations that go into each of our resident satisfaction survey studies. This scope of work document is designed to become an exhibit to the City’s standard consultant or professional services agreement, once approved.

To accomplish the research objectives of the City of Menlo Park for the 2017 Resident Satisfaction Survey, Godbe Research is recommending a hybrid Internet and telephone survey methodology of registered voters and non-voting residents in the City. This hybrid survey approach is designed to balance declining response rates to traditional telephone surveys among specific community subgroups by leveraging technologies that are preferred by certain groups, primarily by age.

In addition, the voter sample has the best available representation of email addresses for City residents and ensures that only Menlo Park registered voters can participate in the survey process, given that each voter is tied to a physical address in the City of Menlo Park, which establishes eligibility for voting. Finally, similar to the 2015 Resident Satisfaction Survey process, we will also include residents of the City who are not registered to voter, based on lists of residents provided by the City and matched against the voter file. Based on our recommended approach, below is a list of specific services and tasks for the 2017 Resident Satisfaction Survey:

➢ Conducting an in-person kick-off meeting with the City of Menlo Park, as well as additional conference calls and correspondence to discuss the research objectives and other aspects of the 2017 Resident Satisfaction Survey in detail.

➢ Reviewing Menlo Park community demographics, previously conducted and related opinion research (e.g. 2015 Resident Satisfaction Survey), and other information that will help to inform and support this current Resident Satisfaction Survey process.

➢ Designing and refining a survey instrument of between 18 and 22-minutes in length so that it addresses the research objectives of the City of Menlo Park for the 2017 Resident Satisfaction Survey. This is done through an iterative process between Godbe Research, City, and other stakeholders and consultants the City wishes to involve in the process, with multiple points for input, review, and approval before finalizing the survey instrument.

   ❖ 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.

   ❖ For reference the most recent 2015 Resident Satisfaction Survey conducted for the City was approximately 22-minutes in length.

➢ Programming, refining, and testing the Internet version of the survey instrument using our Internet survey software package. This will be done by our partner team of IT and programming experts.
Godbe Research, a California corporation based locally in the City of Burlingame, strongly believes that the success of any opinion research project depends on recognizing the individual and unique needs of each of our clients and then crafting a project work plan to address those specific needs. To this end, Godbe Research has crafted the following scope of work for the City of Menlo Park (Menlo Park or City) to illustrate the types of considerations that go into each of our resident satisfaction survey studies. This scope of work document is designed to become an exhibit to the City’s standard consultant or professional services agreement, once approved.

To accomplish the research objectives of the City of Menlo Park for the 2017 Resident Satisfaction Survey, Godbe Research is recommending a hybrid Internet and telephone survey methodology of registered voters and non-voting residents in the City. This hybrid survey approach is designed to balance declining response rates to traditional telephone surveys among specific community subgroups by leveraging technologies that are preferred by certain groups, primarily by age.

In addition, the voter sample has the best available representation of email addresses for City residents and ensures that only Menlo Park registered voters can participate in the survey process, given that each voter is tied to a physical address in the City of Menlo Park, which establishes eligibility for voting. Finally, similar to the 2015 Resident Satisfaction Survey process, we will also include residents of the City who are not registered to voter, based on lists of residents provided by the City and matched against the voter file. Based on our recommended approach, below is a list of specific services and tasks for the 2017 Resident Satisfaction Survey:

- Conducting an in-person kick-off meeting with the City of Menlo Park, as well as additional conference calls and correspondence to discuss the research objectives and other aspects of the 2017 Resident Satisfaction Survey in detail.

- Reviewing Menlo Park community demographics, previously conducted and related opinion research (e.g. 2015 Resident Satisfaction Survey), and other information that will help to inform and support this current Resident Satisfaction Survey process.

- Designing and refining a survey instrument of between 18 and 22-minutes in length so that it addresses the research objectives of the City of Menlo Park for the 2017 Resident Satisfaction Survey. This is done through an iterative process between Godbe Research, City, and other stakeholders and consultants the City wishes to involve in the process, with multiple points for input, review, and approval before finalizing the survey instrument.

  - 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.

  - For reference the most recent 2015 Resident Satisfaction Survey conducted for the City was approximately 22-minutes in length.

- Programming, refining, and testing the Internet version of the survey instrument using our Internet survey software package. This will be done by our partner 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 for the Internet version of the survey and working with the City of Menlo Park so that Godbe Research can send recruitment emails to residents with known self-reported email addresses in the voter file. While the email will have the Menlo Park 'look and feel', the email will be sent to residents in the City by our 'white listed' provider who conducts our Internet and telephone surveys. The email will also have the @menlopark.org email root for familiarity.

- Finally, we will also match internal email lists the City will provide (e.g. park and recreation lists, City communications lists) to the voter file, so that we can include additional voters that do not have email addresses in the voter file and residents in the City of Menlo Park who are not registered to vote. By matching email addresses with a first and last name to those in the voter file, we can ensure that only Menlo Park residents/registered voters are included in the additional matching process.

- Developing a stratified and clustered sample of City of Menlo Park residents for the 2017 Resident Satisfaction Survey.

- As a starting point for our sample, we have identified that there are a total of approximately 18,420 registered voters in the City of Menlo Park, for which we have telephone numbers for approximately 13,550 voters, or 74% coverage (including 20% cell phone coverage). We also have email address for approximately 7,161 voters or a healthy 40% coverage of the Menlo Park voting electorate. Finally, we have identified that there are a total of approximately 24,729 adult (18+) residents in the City (2015 American Community Survey Estimates).

- Conducting approximate 18 to 22-minute Internet and telephone interviews with at least 400 (n=400) total Menlo Park registered voters according to a strict interviewing protocol and our recommended sampling design. A sample size of 400 would provide for a maximum margin of error of no greater than +/-4.9% at the 95% confidence level, when looking at all adult residents, including registered voters, in the City of Menlo Park.

- For reference, in the 2015 Resident Satisfaction Survey process, we conducted a total of 744 interviews of which 533 or 72% were conducted online and 211 or 28% were conducted via telephone (either landline or cell phone).
- Merging the Internet and telephone data files, as well as processing and weighting the data to adjust for population distribution and strategic oversampling, as needed.

- Developing a topline report of aggregate findings for the City of Menlo Park. We will also meet with the City to review the topline/aggregate survey results. This will help our more detailed analysis and reporting to be of maximum value to the City for the 2017 Resident Satisfaction Survey.

- Analyzing the survey results and preparing a report of findings conclusions, and recommendations for the City (draft and final formats), which directly addresses the research objectives outlined for the 2017 Resident Satisfaction Survey.
  - Similar to the 2015 Resident Satisfaction Survey project reporting, this report will contain sections for a discussion of the survey methodology, an outline of the project research objectives, key findings by survey question, appropriate graphics by type of analysis, comparisons to the 2015 Resident Satisfaction Survey and other applicable surveys conducted for the City, 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 2017 Resident Satisfaction Survey to the City of Menlo Park for up to two unique project presentations.

- Post-survey consulting on the results and recommendations from the 2017 Resident Satisfaction Survey as needed by the City of Menlo Park (no additional fee).
EXHIBIT - PROJECT COST OPTIONS

Godbe Research takes great 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 our understanding of needs of the City of Menlo Park for the 2017 Resident Satisfaction Survey, we have provided project cost options by task to conduct an 18 to 22-minute hybrid Internet and telephone survey of at least 400 (n=400) total City residents. In addition, we have also provided optional costs to translate the survey into Spanish in both formats (Internet and telephone) and to provide Spanish language interviewing, based on respondent preference.

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, etc.) of the project conform to those outlined in this scope of work document. Should project parameters or City of Menlo Park needs change, we will be happy to provide amended costs prior to proceeding.

**Hybrid Internet/Telephone Survey of 400 (n=400) Menlo Park Voters/Residents**

<table>
<thead>
<tr>
<th>Project Task</th>
<th>18-min.</th>
<th>20-min.</th>
<th>22-min.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Listed Voter Telephone Sample</td>
<td>$1,000.00</td>
<td>$1,000.00</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>Email Sample Purchase</td>
<td>$700.00</td>
<td>$700.00</td>
<td>$700.00</td>
</tr>
<tr>
<td>Third Party Email/Cell Phone Match</td>
<td>$800.00</td>
<td>$800.00</td>
<td>$800.00</td>
</tr>
<tr>
<td>Internet Version Programming/Testing</td>
<td>$4,750.00</td>
<td>$5,000.00</td>
<td>$5,250.00</td>
</tr>
<tr>
<td>CATI Programming</td>
<td>$1,350.00</td>
<td>$1,500.00</td>
<td>$1,650.00</td>
</tr>
<tr>
<td>Internet Version Recruitment</td>
<td>$500.00</td>
<td>$500.00</td>
<td>$500.00</td>
</tr>
<tr>
<td>Telephone Interviewing</td>
<td>$7,200.00</td>
<td>$8,000.00</td>
<td>$8,800.00</td>
</tr>
<tr>
<td>Data Processing</td>
<td>$900.00</td>
<td>$975.00</td>
<td>$1,050.00</td>
</tr>
<tr>
<td>Research Fee</td>
<td>$7,750.00</td>
<td>$7,750.00</td>
<td>$7,750.00</td>
</tr>
<tr>
<td>Project Management</td>
<td>$2,500.00</td>
<td>$2,500.00</td>
<td>$2,500.00</td>
</tr>
<tr>
<td>Miscellaneous Expenses</td>
<td>$250.00</td>
<td>$250.00</td>
<td>$250.00</td>
</tr>
<tr>
<td>English Only Survey Total</td>
<td>$27,700.00</td>
<td>$28,975.00</td>
<td>$30,250.00</td>
</tr>
</tbody>
</table>

Spanish Translation/Programming      | $800.00  | $1,000.00 | $1,200.00 |
Spanish Interviewing Fee             | $750.00  | $900.00  | $1,050.00 |
English/Spanish Survey Total         | $29,250.00 | $30,875.00 | $32,500.00 |
Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

1. Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
   
   [Name]

2. Business name/disregarded entity name, if different from above
   
   [Name]

3. Check appropriate box for federal tax classification; check only one of the following seven boxes:
   
   - Individual/sole proprietor or
   - C Corporation
   - S Corporation
   - Partnership
   - Trust/estate
   - Limited liability company. Enter the tax classification (C=S corporation, S= S corporation, P=partnership)  
   - For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
   - Other (see instructions) □

4. Exclusions (codes apply only to certain entities, not individuals; see instructions on page 3)
   
   Exemption from FATCA reporting code (if any)
   
   (Applies to accounts maintained outside the U.S.)

5. Address (number, street, and apt. or suite no.)
   
   [Address]

6. City, state, and ZIP code
   
   [City, State, ZIP code]

7. List account number(s) here (optional)

   [Account number(s)]

**Part I: Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 5.

Note: If the account is more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

**Social security number**

[SSN]

**or**

**Employer identification number**

[EIN]

**Part II: Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and

3. I am a U.S. citizen or other U.S. person (defined below); and

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out Item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, Item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign Here**

[Signature of U.S. person]

[Date] 1/3/17

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

An individual or entity (Form W-9 requested) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including dividends from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (capital or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2. By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners’ share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See What is FATCA reporting? on page 5 for further information.
**AGREEMENT COVER SHEET**

Project Manager: Peter Ibrahim  
Department: City Manager's Office  
Date: 8/29/2016

☐ Time Sensitive  ☒ New Agreement  ☐ Attest Only  ☐ Amendment  Choose an item.

First Party: Godbe Research  
Type of Agreement: Professional Services

Agreement or Project Title: 2017 Resident Satisfaction Survey

Purpose:
Gauging the quality and opinion of the services and programs the City provides.

Agreement Amount: $33,000  
Begin Date: 8/24/2017  
End Date: 8/24/2018

Approved Budget: $  
Budgeted YR: 2017-18  
Available Budget: $

Account/Funding:

Required Approval:  
☐ Department  ☒ City Manager  ☐ City Council

☐ Language Modifications  ☐ Approved by City Attorney

Summary of Modifications:

Attachments:
☐ Three (3) Copies of Agreement  ❒ Receive an electronic copy of the executed Agreement
☐ Staff Report  ☐ Request to forward PO/Check Req to Finance
☐ Prior Agreement/Amendments(s) for reference  ☐ Other/Comment
☐ PO/Check Req

Approval:

Supervisor

Department Head

City Attorney

Budget/Finance

Routing: Department, City Clerk, City Attorney, Finance, (City Manager), City Clerk, Department

Revised 20160829