

## **Board of Trustees Agenda Item**

**Board Meeting Date:** April 5, 2010

**Title of Item:** Approve Contract for Polling Company

### **Background and Analysis:**

The Board has debated the merits of a parcel tax for the district over the course of the last year on several different occasions. Most recently, at their February 1 meeting, the Board authorized the district to solicit proposals from polling companies to examine the feasibility of a parcel tax. Subsequent to this meeting, the district prepared and distributed RFP No. 1257 for Campaign Consultation and Survey Services.

In response to the RFP, the district received proposals from five firms:

- ✓ EMC Research, Inc,
- ✓ Fairbanks, Maslin, Maulin, Metz & Associates
- ✓ TBWB Strategies
- ✓ Tramutola LLC
- ✓ Tulchin Research

A subcommittee of the Board consisting of Trustees Bechtel and Cheng, along with Linda Thor, Andy Dunn and Mike Brandy screened the proposals and interviewed three firms on March 9, 2010. The firms interviewed were EMC Research, Inc.; Fairbanks, Maslin, Maulin, Metz & Associates; and TBWB Strategies. Based on the results of these interviews, the committee recommends that a contract be awarded to TBWB Strategies to conduct a feasibility poll for a potential parcel tax. Depending on variables such as sample size and survey length, the cost for these services will range from \$26,850.00 to \$36,830.00. These costs will be paid from one time carry over dollars in Central Services.

Godbe Research, who conducted the recent polling in the San Mateo Community College District for parcel tax and bond feasibility studies, will be a subcontractor to TBWB Strategies. The contract fee, as noted above, is largely driven by the actual polling activities.

The project director from TBWB Strategies will be Charles Heath who was the campaign manager for the two successful Measure E and Measure C bond programs in our District. Both Godbe and TBWB Strategies have extensive recent experience in our area with K-12 parcel tax and bond programs reflecting a wealth of knowledge about local voting trends. The TBWB/Godbe response to the District proposal is available in the Office of the Chancellor for review. The proposed Agreement for Services with TBWB Strategies is attached for the Board's review and approval.

**Recommendation:** Authorize the Vice Chancellor of Business Services, Andy Dunn, to execute the attached Agreement for Services with TBWB Strategies for a feasibility study of a parcel tax at a cost not to exceed \$37,000.

Submitted by:	Andy Dunn, x6201
Additional contact names:	Carmen Redmond, x6166
Is backup provided?	Yes



**FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT  
2010 Parcel Tax Feasibility Study**

Phase 1	Start	Delivery	Notes
<b>Kickoff Meeting</b>		3/23/10	
<b>Questionnaire</b>			
Draft 1 (Board Meeting -- Action Item for Phase 1)		4/1/10 4/5/10	Conference call to review with M.B. and A.D.
Draft 2		4/6/10	In-person meeting (10 AM) to review with staff
<b>Final signoff</b>		<b>4/20/10</b>	<b>No further content changes after 4/20/10</b>
<b>Data Collection &amp; Preparation</b>			
CATI programming and pretesting*		4/20/10	
Data collection	4/21/10	4/27/10	Telephone interviews begin 4/21/10
<b>Analysis and Reporting</b>			
Data processing	4/28/10	5/3/10	
Topline report**		5/4/10	Conference call to review overall survey results
Study Session with the Board		5/17/10	Presentation of the voter survey results
Final report		5/20/10	
<b>Phase 2</b>			
Board Meeting -- Action Item for Phase 2		6/7/10	
Public Information and Community Outreach	June	July	
Board Meeting -- Action Item for Parcel Tax Measure		8/2/10	
Deadline to file for November election		8/6/10	

\*CATI: Computer-Assisted Telephone Interviewing

\*\*Topline report: review of key findings before delivery of the final report

**AGREEMENT FOR SERVICES**

**Draft 3.25.2010**

This Agreement entered this 6<sup>th</sup> day of April, 2010, by and between the Foothill-De Anza Community College District, a community college district of the State of California, hereinafter called "District" and TBWB Strategies, hereinafter called "Contractor."

**W I T N E S S E T H**

WHEREAS, pursuant to Foothill-DeAnza Community College District Board Policy 3140 and Board of Trustees Resolutions, specified District employees have the duty to engage independent contractors to perform sundry services for the District, with or without the furnishing of material; and

WHEREAS, it is necessary and desirable that Contractor be engaged by District for the purpose of performing services hereinafter described:

NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows:

1. Services to be performed by Contractor. In consideration of the payments hereinafter set forth, Contractor shall perform services for District in accordance with the terms, conditions and specifications set forth herein and in Exhibit "A" attached hereto and by this reference made a part hereof. Contractor shall perform all the Phase I Feasibility Study Services described in Exhibit A for the sum not to exceed \$37,000.00 (thirty-seven thousand dollars) inclusive of reimbursement for miscellaneous expenses.
2. Payments. In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A", District shall make payment to contractor in the manner specified in Exhibit "A".
3. Relationship of the Parties. It is understood that this is an Agreement by and between Independent Contractor(s) and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of Independent Contractor.
4. Non-Assignability. Contractor shall not assign this Agreement or any portion thereof to a third party without the prior written consent of District, and any attempted assignment without such prior written consent in violation of this Section automatically shall terminate this Agreement.
5. Contract Term. This Agreement shall be in effect from April 6, 2010 through April 5, 2011 as specified in Exhibit "A". The District may terminate this contract at any time for any reason by providing 30 days notice to Contractor. Termination to be effective on the date specified in the notice. In the event of termination under this paragraph, Contractor shall be paid for all work provided to the date of termination.
6. Hold Harmless and Indemnification: To the fullest extent permitted by law, the contractor shall indemnify and save harmless the District, its officers, agents, employees and servants from all claims, suits or actions of every name, kind and description, brought for, or on account of (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, or (C) by reason of any failure to withhold and /or pay to the government income and/or employment taxes from earnings under this contract as made necessary by Section 530 of the Revenue Act of 1978, including but not limited to the concurrent active or passive negligence of the District, its officers, agents, employees or servants, resulting from the

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performance of any work required of contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which the District has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of the contractor to indemnify and save harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778.4 of the California Civil Code.

Contractor's duty to defend shall be triggered by notice to contractor that District has been served with a summons or complaint which alleges facts falling within the scope of contractor's indemnity obligations.

7. **Insurance.** If applicable, insurance requirements are attached as Exhibit "I."

8. **Non-Discrimination.**

**A. General.** No person shall, on the grounds of race, color, national or ethnic origin, religious affiliation or non-affiliation, gender, marital status, sexual orientation, age, physical or mental disability, or political affiliation, be excluded from participation in, be denied the benefits, or be subjected to discrimination under this Agreement.

**B. Employment.** Contractor shall insure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this Agreement. Contractor's personnel policies shall be made available to District upon request.

9. **Substitutions:** If particular people are identified in Exhibit "A" as working on this contract the Contractor will not assign others to work in their place without written permission from the District Purchasing Agent. Any substitution shall be with a person of commensurate experience and knowledge.

10. **Sole Property of the District:** Any system or documents developed, produced or provided under this contract shall become the sole property of the District. Notwithstanding any other provision herein, any intellectual property discovered or developed by contractor in the course of performing or otherwise as a result of its work hereunder shall be the sole property of the District.

11. **Contract Renewal.** This Agreement may be renewed for additional time periods as long as the original contract term plus the renewal periods does not exceed five years and provided that both parties sign the renewal, insurance coverage pursuant to paragraph 7 is the same as then customary in similar District Agreements, and the cost of the terms combined will not exceed the dollar amount approved by the District's Board of Trustees.

12. **Expenditure Of Public Funds.** Contractor agrees to comply with Government Code Section 8546.7 which provides that the contracting parties for any contract involving expenditure of public funds in excess of \$10,000.00 shall be subject to examination and audit by the State Auditor for a period of three (3) years after final payment under the contract.

13. **Confidentiality.** In performing its duties hereunder the Contractor may from time to time gain incidental access to confidential information and records including student record information as defined by 20 USC section 1232g. The parties agree that such incidental access is not a provision or conveyance or disclosure to contractor of student record information in violation of section 1232g or of any similar state law. Contractor agrees that if in the performance of its duties it does obtain such access it shall refrain from any removal, use or disclosure to any third

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person of such information and records and shall take any and all necessary affirmative steps to maintain the confidentiality, and avoid such removal, use or disclosure, whether intentional or inadvertent, of such records and information.

14. Merger Clause. This Agreement, including Exhibit "A" attached hereto and incorporated herein by reference, constitutes the sole agreement of parties hereto and correctly states the rights, duties and obligations of each party as of the document's date. Any prior agreement, promises, negotiations or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the District Purchasing Agent. In the event of a conflict between the terms, conditions or specifications set forth herein and those in Exhibit "A" attached hereto, the terms, conditions or specifications set forth herein shall prevail.

_____ Authorized Contractor Signature	_____ Date
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Print name \_\_\_\_\_

\_\_\_\_\_  
Contractor's Company Name

\_\_\_\_\_  
Contractor's Tax I.D. Number

FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT

By \_\_\_\_\_  
Authorized signature and Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_

\_\_\_\_\_  
Date Approved By Board of Trustees

**Foothill-DeAnza Community College District**

EXHIBIT “A”

Contract between Foothill-DeAnza Community College District and TBWB Strategies, hereinafter called “Contractor”.

**I. Detailed description of services to be performed and work product to be delivered to District by Contractor:**

The services will be in accordance with RFP 1257, the Contractor’s proposal dated March 1, 2010, and this Agreement for Services. In the event of conflict between RFP 1257 and this Agreement for Services or between the Contractor’s proposal and this Agreement for Services, the Agreement for Services shall prevail. In the event of conflict between RFP 1257 and the Contractor’s proposal, RFP 1257 shall prevail.

**A. Phase I Feasibility Study**

**1. Research Objectives**

The kick-off meeting for the voter polling will be devoted to “fleshing out” the research objectives in great detail. Foothill-De Anza Community College District is interested in exploring the feasibility of a placing a parcel tax measure on an upcoming ballot. Accordingly, the survey of District voters will be designed to:

- Assess the spending priorities of voters in the District vis-à-vis K-14 funding;
- Determine baseline and informed support for a parcel tax measure within the District as a whole and by cities served by the District;
- Recommend the election cycle in which the parcel tax measure would have its best chance of success;
- Evaluate and rank the projects and programs that would be funded by the parcel tax measure, according to voter preference/support;
- Examine the impact of various statements on voters’ support for the parcel tax measure (arguments “for” and “against” the measure);
- Identify an affordable tax threshold supported by the necessary percentage of Foothill-De Anza Community College District voters for the proposed parcel tax measure;
- Identify how best to package the measure, including duration and special features, so that the required percentage of voters can be expected to support the parcel tax, *and*;
- Collect demographic information on District voters not already contained in the voter file for profiling and segmentation purposes during the education/outreach phase of the project.

**2. Project Kick-Off Meeting (1 day for 1 to 2 hours)**

As the first step in any parcel tax process, the Contractor will conduct an in-person kick-off meeting with the Foothill-De Anza Community College District to review and finalize research objectives, gather information on District’s funding needs, agree upon an appropriate communication protocol among contacts, and discuss topics to help the Contractor draft a survey questionnaire and develop the sampling design, discuss project timing and deliverable/meeting dates, as other tasks. Shortly after the kick-off meeting, the Contractor will provide the District with a work plan and time line for the overall process.

**3. Secondary Research**

As part of the research process, the Contractor will use its contacts to source and carefully review District voter and resident demographics in general and by City, previous polling and other survey data for District cities and school districts, and other information that will be useful in informing the process.

## **Foothill-DeAnza Community College District**

### **4. Sampling Method & Size**

The Contractor approach to the parcel tax voter survey project will include rigorous attention to the research methodology. The first step in this process will be to determine the appropriate sampling method and sample size to meet the District's research objectives, reduce the sampling error to an acceptable level, and conform to the District's budget for the project.

Because this study is interested in assessing the feasibility of passing a parcel tax measure in a variety of viable upcoming election cycles, including November 2010, the Contractor recommends sampling voters who are likely to vote in the November 2010 election cycle while flagging voters who are likely to vote in other upcoming viable election cycles. As the largest potential universe in 2010 the 2011 election cycles that would net the District parcel tax proceeds for the 2011 – 2012 fiscal/property tax year, the Contractor can then flag voters and potentially oversample in smaller election cycles. This will maximize the value of the study to the District by allowing the Contractor to evaluate more than one election cycle and to recommend the election cycle most favorable to the District for the parcel tax measure.

The voter sample is drawn by first stratifying the universe of likely voters in the election cycles of interest by characteristics known to be related to voting behavior such as age, partisanship, gender, household party type, voting propensity, and geography. Voters are then randomly selected into clusters based on their demographic profile. This method ensures that the resulting sample will accurately represent the universe of voters specified in the sampling frame. This method also ensures that the demographics of the voters in the survey match those of District voters likely to vote in each election cycle of interest.

Given that there are an estimated 194,396 total District voters as well as 123,485 voters who are expected to vote in the November 2010 election cycle; a sample of 600 (n=600) to 800 (n=800) voters will allow for analysis at the overall District level as well as by a variety of important voter subgroups (e.g. partisanship, parents vs. non-parents, age, homeownership, gender, income, ethnicity, city of residence, etc.). In addition, a sample size of 600 to 800 voters will provide for a margin of error of no greater than +/-3.45% (800 interviews) to 3.99% (600 interviews), each at the 95% confidence level.

### **5. Survey Instrument**

Before writing a survey instrument, Bryan Godbe (President/Principal Researcher of Godbe Research) and Charles Heath (Principal at TBWB Strategies) will meet in-person with the District to thoroughly discuss the project research objectives and gather detailed information about District priorities and funding needs. The information gained from this meeting, combined with the Contractor's experience with hundreds of tax measures, will be used to develop a survey questionnaire to meet the needs of the project.

The survey will then be refined through a drafting process, as necessary, until it meets the approval of all key parties (both the Contractor and the District). To capture a clear understanding of voters' opinions in the District regarding the parcel tax measure and to gather the information that will be critical to packaging the measure for success, the Contractor estimates that it will take approximately 15 to 18-minutes to administer each interview, on average. This balances the data needs of the survey with the amount of time we can expect to keep a given voter on the phone and engaged in the survey.

### **6. Survey Translation**

The Contractor has the ability to translate our surveys and conduct interviews in over 40 languages. The Contractor has experience in conducting surveys in such languages as English, Spanish, Hmong, Tagalog, Japanese, Mandarin, Cantonese, Korean, Vietnamese, and Khmer.

Based on a review of District voter demographics, the Contractor has identified that only 5% of all voters and 4% of November 2010 voters are of Latino ethnicity, with approximately 2% of voters estimated to be monolingual Spanish speaking. Accordingly, we do not recommend translation or interviewing in Spanish.

However, approximately 12% of all voters and 10% of likely November 2010 voters have been identified as Cantonese speaking Chinese, with a large number of those voters estimated to be linguistically isolated. Accordingly, the Contractor has provided costs later in this Exhibit and recommends translation into

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Cantonese and interviewing for up to 10% of all interviews, given the November 2010 sampling frame for the polling.

### **7. Survey Pre-Test**

After a draft of the survey has been finalized, the document will be pre-tested at the data collection facility on contract for the project. The Contractor will pre-test all interviewing projects 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.

### **8. CATI Programming**

After the pre-test 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). Although CATI programming takes several 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.

While the survey will be programmed into a computer to reduce keypunching or other potential sources of errors, the Contractor will use only live interviewers for the research project. The Contractor's data collection vendor is local to the Sacramento area and conducted data collection for the majority of the Contractor's revenue measure polls since 1998.

### **9. Data Collection**

Since the quality of data collection is critical to the reliability of the data collected, the Contractor will team with only the best data collection facilities. For this project, the Contractor will work with *EMH Opinion Sampling (EMH)*, a professional phone bank that has an outstanding history of providing accurate and professional interviewing. Godbe Research has worked with *EMH* on over 150 previous research projects in the past three years alone, including the recent tax/bond studies for numerous school districts, cities and special districts, including the City of Cupertino and San Mateo County Community College District. Data collection for the survey is expected to take 4 to 6 days to complete, depending on the sample size we employ for the survey (600 to 800 completed interviews).

### **10. Data Processing**

The Contractor personally processes the data for each project it conducts, thereby ensuring a level of detail and quality control not possible through subcontracting data processing services. Once the data are 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), our staff has extensive experience in statistical weighting procedures that ensure that results are representative of the entire population of interest.

After the sample characteristics have been compared to the population, overall top lines and detailed cross tabulations are produced and the Contractor will meet with the District to review the top line or 'broad-brush' results, which will help guide our detailed analysis, reporting, and strategy recommendations to be of maximum value to the District in moving forward in the parcel tax process.

### **11. Detailed Analysis and Survey Report**

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, the Contractor will take great care analyzing the data and preparing a written final report and recommendations. The Contractor's final reports will be thorough and insightful and will be designed to be read, understood, and 'actionized' by persons with little to no advanced knowledge of statistics. These modules include:

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- Feasibility Analysis: The Contractor will provide the District its recommendation on whether to move forward with the parcel tax based on overall voter support or whether a longer outreach and education process is needed prior to placing the measure on the ballot.
- Ballot Question Wording: Our Contractor will recommend a version of the ballot question that reflects the benefit ranking results from the survey and work with the District and its Board of Trustees to refine this wording until it meets the approval of all key parties. These are the most important 75 words in the process and should follow the benefit rankings from the survey, especially given today's economic and housing climate.
- Election Timing Report: The election timing report section will describe the factors associated the election cycles the District is considering, including November 2010, integrate these factors with survey findings, and recommend a preferred election date and type (mail ballot or polling place). This will include an analysis of all viable election opportunities, and will help the District decide to move forward in the most advantageous election opportunity and not simply the closest election date. This is important, as all elections up until June 2011 provide parcel tax proceeds at the same time.
- Tax Threshold Report: Success in any parcel tax campaign hinges on selecting a tax rate and structure that are affordable to the local community and was one of the primary reasons K-12 parcel tax measures have fared reasonably well since the economic and housing collapses in 2008. In most cases, a voter's decision to vote for or against a parcel tax depends on how much a measure will cost. The Contractor's tax threshold report looks at how various tax levels will affect the District's chance of passing the measure. The report also provides a blueprint for how to best communicate the cost of the measure to voters vis-à-vis District needs.

### 12. Presentation of Findings and Post-Survey Consulting

The Contractor will also develop a thorough PowerPoint presentation of the survey findings and recommendations, and will present the findings to District staff and administration, the District Board, or other stakeholder groups. The presentation will likely last about an hour; although we will tailor the presentation to meet the District's timing and content needs.

In addition, the Contractor will also remain available to answer any questions or provide additional information/analysis from the survey results after the polling has been completed and throughout the resulting parcel tax process.

### 13. Optional Phase 2 Ballot Measure Development and Public Information

The initial Agreement for Services does not include the Phase 2 Services. However, the District may add these services to the Agreement for Services at its sole option by issuing a written Amendment to the Agreement for Services. If the services are added by Amendment to the Agreement for Services, the services and fees will be as described in this Exhibit A. Such services would include developing the measure for the ballot, implementing a public information effort and mounting a privately-funded advocacy campaign as further described below:

#### Decription of optional Phase 2 Ballot Measure Development

To prepare the District's measure for the ballot, the Contractor would:

- Finalize the key features of the proposal, including the tax rate, tax structure and the duration of the tax
- Refine the list of programs and services likely to benefit from the measure and work with the District to prepare background materials showing how these programs and services will benefit
  - Develop procedures for the taxpayer accountability protections, including independent citizen oversight

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- Work with the District and its legal counsel to develop all required resolutions calling for the election and enacting the new tax
- Write the critical 75-word ballot question and develop the related ballot materials
- Present recommendations, documents, and resolutions to the Board of Trustees for approval

As the Contractor develops the measure for the ballot, it will set up a process to share the District's proposed ballot measure with key stakeholder groups in order to solicit input and feedback. This will help the Contractor fine-tune the final proposal, engage key constituencies in the crafting of the measure, and uncover any potential causes for opposition while there is still time to address the problems and neutralize opposition.

### **Public Information**

To educate and inform the public about the District's funding needs and its ballot measure proposal, the Contractor will:

- Develop unbiased, non-advocacy information-only fact sheets for distribution
- Provide information to be added to your website, included in email updates and added to newsletters
- Prepare informational PowerPoint presentations to deliver to key groups and organizations
- Write, design, and produce mailings to educate, inform and engage voters
- Develop strategies and plans to inform, engage and build consensus among key stakeholder groups, including boards and commissions, public employee associations, local businesses, seniors, taxpayer groups, homeowners associations, parent groups, editorial boards and others

### **Optional Phase 2 Ballot Measure Development and Public Information: Project Fees and Terms**

If the District chooses to add the Phase 2 services to the Agreement for Services and issues a written Amendment to the Agreement for Services for such services, it will pay the Contractor an additional flat fee of \$37,500 for Phase 2. The Phase 2 fee includes all of the services described in the Phase 2 scope of services above, aside from standard reimbursable business expenses and hard costs such, as printing and postage, required for the implementation of a public information and outreach effort. The Contractor must work with the District to develop and refine an appropriate budget for such costs and must obtain District approval prior to any such costs being incurred.

## **II. Amount and Method of Payment:**

### **Phase I Feasibility Study:**

To provide the District with maximum flexibility in choosing the parameters of the project, the Contractor has quoted the prices for conducting surveys of different lengths (15 and 18-minutes) for sample sizes of 600 (n=600) and 800 (n=800) District voters. The Contractor has also quoted prices for optional services to translate the survey and to provide Cantonese interviewing for up to 10% of all interviews.

The prices are shown below. They reflect a firm, fixed-fee to complete the entire portion of the survey process. The overall cost will not exceed those outlined below, provided that parameters (survey length and sample size) conform to those outlined in this Agreement for Services. Should project parameters or District needs change, the Contractor will provide the District with amended quotations for the revised services. The Contractor is not authorized to perform such revised services unless the District issues a written Amendment to the Agreement for Services for the revised services.

**Payment Terms:** The Contractor will issue an invoice to the District for 50% of the project payment after receipt of a signed Board of Trustees approved of contract or upon the date of the project kick-off meeting. The payment terms are Net 30 days. The final 50% of the project fees will be billed upon delivery of the final report of survey findings. Invoice payment terms will be computed from the date of receipt of correct and proper invoices prepared in accordance with the terms of the Agreement for Services. Payment is deemed to have been made on the date the District mails the warrant.

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The District will be billed only for the option chosen by the District from the list below and provided by the Contractor:

**Option One: Survey of 600 (n=600) District Voters**

<u>Project Task</u>	<u>15-min</u>	<u>18-min.</u>
Listed Voter Sample	\$1,400.00	\$1,400.00
CATI Programming	\$940.00	\$1,080.00
Survey Pretest	\$150.00	\$150.00
Telephone Interviewing	\$11,820.00	\$14,160.00
Data Processing	\$600.00	\$740.00
Research Fee	\$7,250.00	\$7,250.00
Project Management	\$2,250.00	\$2,250.00
<u>Miscellaneous Expenses</u>	<u>\$250.00</u>	<u>\$250.00</u>
English Only Total	\$24,660.00	\$27,280.00
 Cantonese Language Translation	 \$840.00	 \$1,190.00
<u>Cantonese Interviewing Surcharge</u>	<u>\$1,350.00</u>	<u>\$1,650.00</u>
English and Cantonese Total	\$26,850.00	\$30,120.00

**Option Two: Survey of 800 (n=800) District Voters**

<u>Project Task</u>	<u>15-min</u>	<u>18-min.</u>
Listed Voter Sample	\$1,800.00	\$1,800.00
CATI Programming	\$940.00	\$1,080.00
Survey Pretest	\$150.00	\$150.00
Telephone Interviewing	\$15,760.00	\$18,880.00
Data Processing	\$790.00	\$1,030.00
Research Fee	\$7,750.00	\$7,750.00
Project Management	\$2,500.00	\$2,500.00
<u>Miscellaneous Expenses</u>	<u>\$250.00</u>	<u>\$250.00</u>
Godbe Research Total	\$29,940.00	\$33,440.00
 Cantonese Language Translation	 \$840.00	 \$1,190.00
<u>Cantonese Interviewing Surcharge</u>	<u>\$1,800.00</u>	<u>\$2,200.00</u>
English and Cantonese Total	\$32,580.00	\$36,830.00

In any event, the total payment for services of contractor shall not exceed \$37,000.00 and District shall have the right to withhold payment if District determines that the quantity or quality of the work performed is unacceptable.

- III. Term of the contract: The term of this contract shall commence on the date specified in the first paragraph of this contract, and shall continue through April 5, 2011.

**Exhibit “I” Insurance Requirements**

**Contractor shall not commence work under this Agreement until required insurance has been approved in writing by District. Certificates of insurance, in form and with insurers acceptable to District (A M Best rating of A-VII or better or otherwise approved by District Risk Manager) shall be submitted to District Risk Management Department. Such certificate shall evidence all coverages and limits required by District in this Agreement and shall specify that insurers will give District thirty (30) days prior written notice of non-renewal or cancellation.**

**Contractor shall maintain in force, throughout the term of this Agreement, insurance as follows:**

1. Workers' Compensation (statutory limits) and Employers' Liability insurance with limits not less than \$1,000,000 each accident, \$1,000,000 employee and \$1,000,000 each disease, provided that contractor has employees as defined by the California Labor Code;
2. Commercial General Liability insurance, with limits not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, including coverages for contractual liability, personal injury, broadform property damage, independent contractors, products and completed operations;
3. Commercial Automobile Liability insurance, with limits not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, including coverages for owned, non-owned and hired vehicles, as applicable;
4. Professional Liability insurance, with limits not less than \$1,000,000 each claim/annual aggregate, with respect to coverage for errors and omissions arising from professional services rendered under this Agreement, and with any deductible not to exceed \$25,000 each claim. Required only if the following blank is checked ☒X\_\_\_.

If any of the required insurance is written on a claims-made coverage form, such insurance shall be maintained for a period of three years following termination of this agreement. General and Automobile liability policies shall include as Additional Insureds, the District, its officers, agents, employees and servants, shall be primary to any other insurance or self-insurance available to the Additional Insureds and shall apply separately to each, except the inclusion of Additional Insureds shall not operate to increase the required limits of such insurance.

Maintenance of the required insurance is a material condition of this Agreement and failure to maintain such insurance may, at the District's option, result in a declaration of material breach and suspension of Contractor's further work under this Agreement.