



City of San Leandro

Meeting Date: April 20, 2020

Staff Report

File Number: 20-138

Agenda Section: ACTION ITEMS

Agenda Number: 10.B.

TO: City Council

FROM: Jeff Kay
City Manager

BY: City Council

FINANCE REVIEW: Liz Warmerdam
Interim Finance Director

TITLE: Staff Report for City of San Leandro City Council Resolutions Authorizing the Strategic Consulting and Revenue Measure Feasibility Polling Services Agreements and Approve Appropriation of Funds from the General Fund Economic Uncertainty Reserves

SUMMARY AND RECOMMENDATIONS

Staff recommends adoption of the proposed resolutions authorizing the City Manager to execute agreements with Clifford Moss and Godbe Research and approve appropriation of funding from the General Fund Economic Uncertainty reserves.

BACKGROUND

At the February 11, 2020 City Council retreat, City staff presented the results of community surveying/polling that was completed in June 2019 at the direction of the City Council regarding the viability of various potential future revenue measures. Following that presentation, the City Council directed staff to continue moving forward with exploration of a potential increase in the real property transfer tax as part of the November 2020 election.

To move forward with the City Council's direction, staff now requests that the City Council authorize the City Manager to execute the draft agreements. Specifically, the proposed agreement with Clifford Moss will provide lead consulting and strategic project management support, and the proposed agreement with Godbe Research would facilitate an additional revenue measure feasibility tracking poll in Spring 2020.

Analysis

Staff recommends sole source contracts with these vendors based upon several factors, including their distinct subject matter expertise as well as San Leandro-specific knowledge that was obtained through past work experience on prior revenue measure feasibility studies in San

Leandro, including their support for the prior polling work that was conducted on behalf of the City of San Leandro last year. Additionally, the information provided by this analysis will be used to inform further discussions by the City Council in the coming months. In order to ensure sufficient time is available to collect and analyze the survey information, and to conduct any related public outreach and discussions with the community, it is important to begin work as soon as possible.

Attached to this staff report are copies of the consultants' proposals, which provide additional details regarding the proposed contracts and scope of work.

Fiscal Impacts

The proposed agreement with Clifford Moss will not exceed \$129,000 and the proposed agreement with Godbe Research will not exceed \$36,000. Similar to prior revenue measures in San Leandro, it's important that a significant component of the proposed budget associated with the agreement with Clifford Moss include the costs of development, production and postage of informational mailers. Additionally, the final actual costs associated with that work may be less than this maximum figure depending upon how many mailers are produced, and/or whether the City Council ultimately directs staff to continue moving forward, following completion of the upcoming survey work.

Budget Authority

Staff proposes to fund these agreements using funds appropriated from the General Fund economic uncertainty reserve. Therefore, funds shall be transferred to the City Manager's Consulting account number 010-12-020-5120.

ATTACHMENTS

- Proposed Scope of Services with Clifford Moss
- Draft Scope of Services for Clifford Moss
- Proposal by Godbe Research

PREPARED BY: Eric Engelbart, Deputy City Manager, City Manager's Office



March 19, 2020

Mr. Eric Engelbart
Deputy City Manager
City of San Leandro
835 East 14th Street
San Leandro, CA 94577

Dear Mr. Engelbart,

Godbe Research is pleased to be working with the City of San Leandro (San Leandro or City) on a tracking survey of registered voters in San Leandro to evaluate a variety of topics of interest to the City. This letter (pages 1 and 2), the attached standard business terms (page 3), and project costs (page 4) can serve as the agreement for the services specified below or can be used as an exhibit or attachment to the City's standard consulting agreement (excluding the standard terms), based on San Leandro preference.

1. Conducting meetings and conference calls as needed with San Leandro and other project stakeholders to discuss the research objectives for the study, questionnaire design, and related topics for the tracking survey of City voters.
2. Drafting, refining, and pre-testing a tracking survey instrument of between 18 and 20-minutes in length, to accomplish the City's goals for the survey of voters, including ensuring that the survey is compatible for both Internet and telephone survey formats. The survey instrument will be developed during an iterative process with the City and other project stakeholders with multiple points for input, review, and approval prior to fielding. Please note that the baseline survey of voters conducted for the City was 23-minutes in length.
3. Purchasing a listed sample of registered voters and developing a sampling design of registered voters in San Leandro appropriate to the research objectives for this specific study. The sample will be developed to leverage Internet and telephone survey modalities and contains listed and unlisted landline telephone numbers, cell phone numbers, and email addresses where these have been provided by voters to the Alameda County Registrar of Voters.
4. Conducting an additional match of cell phone and landline numbers and matching any City provided lists for additional email addresses (if needed).
5. Programming, testing & hosting the Internet version of the tracking survey for voters with known email addresses in the State voter file.
6. Computer Aided Telephone Interviewing (CATI) programming the telephone version of the tracking survey instrument for efficient data collection.
7. Optional translation of the telephone version of the tracking survey into Spanish and Cantonese and providing Spanish and Cantonese interviewing, based on voter preference, for up to 10% of all telephone surveys in each language.
8. Recruitment of voters in our sampling design via an email recruitment process and collecting data from voters for the Internet version of the tracking survey.

Godbe_____

San Leandro_____



9. Conducting telephone interviews with additional San Leandro voters who did not respond to the Internet version of the tracking survey or for which we do not have email addresses. For both modalities, the overall sample size for the survey process (Internet and telephone) will complete 500 (n=500) interviews in San Leandro with a survey length of either 18 or 20-minutes. Please note that the City will only be charged the total amount from the options on page 4 of this agreement that reflect the final time-tested survey length for this specific tracking survey process.
10. Merging the Internet and phone data files, processing the data collected according to strict quality control standards, as well as providing the City with a topline report of initial findings and meeting with the San Leandro to review those findings.
11. Producing a written report of findings and conclusions for the City of San Leandro similar to previous voter surveys conducted for the City by Godbe Research.
12. Presenting the results of the tracking survey of voters to the City of San Leandro, as needed.
13. On-going post project consulting with the City regarding results and recommendations from this specific tracking survey of San Leandro voters.

As the terms for the agreement with San Leandro, fifty percent (50%) of the overall project fees will be billed upon initiation of services or the project kick-off meeting, whichever comes first, with that amount due net 30. The remaining fifty percent (50%) of project fees will be billed upon approval of the final tracking survey questionnaire, with that amount also due net 30. With an approximate 60-day or eight-week project schedule, this billing time line should coincide for payment to Godbe Research with a finalized questionnaire and the reporting deliverable for the tracking survey project.

Sincerely:

Agreed and Accepted By:

Mr. Charles Hester
Vice President
Godbe Research

Mr. Jeff Kay
City Manager
City of San Leandro

Date

Date



STANDARD BUSINESS TERMS AND CONDITIONS GODBE RESEARCH

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

Flat Fees. Unless otherwise specified, Godbe Research charges a flat fee for all or a portion of its services to a client in lieu of hourly charge. Attached and incorporated as a part of this agreement is the "Project Costs".

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

Contract Timeline. Work to be performed under this contract is according to schedule attached.

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

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

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

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

Records Created as Part of Project. All final reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that the agency prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the client. Consultant hereby agrees to deliver those documents to the client upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the client and are not necessarily suitable for any future or other use. Client and agency agree that, until final approval by the client, all data, plans, specifications, reports and other documents are drafts and confidential and will not be released to third parties without prior written consent of both parties.

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

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

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

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

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

Godbe_____

San Leandro_____



PROJECT COSTS

The following cost options are associated with conducting an 18 to 20-minute hybrid Internet and telephone tracking survey of 500 (n=500) total City of San Leandro voters in English (Internet and telephone) as well as Cantonese and Spanish (optional via telephone) as part of this specific tracking survey process. The costs outlined below will not change provided that the scope of work conforms to this letter of agreement (e.g. sample size, survey length, hybrid format, etc.). Should project parameters or City needs change, we will be happy to provide amended costs to San Leandro prior to proceeding. Finally, the City will only be charged the total amount from the options below that reflect the final time-tested survey length for this specific tracking survey process.

Hybrid Internet/Telephone Survey of 500 (n=500) San Leandro Voters

<u>Project Task</u>	<u>18-min.</u>	<u>20-min.</u>
Listed Voter Telephone Sample	\$1,000.00	\$1,000.00
Email Sample Purchase	\$750.00	\$750.00
Third-Party Email and Cell Phone Matching	\$750.00	\$750.00
Internet Version Programming/Testing	\$4,750.00	\$5,000.00
CATI Programming of Telephone Version	\$1,350.00	\$1,500.00
Internet Version Recruitment/Hosting	\$750.00	\$750.00
Telephone Interviewing	\$9,200.00	\$10,600.00
Data Processing	\$850.00	\$850.00
Research Fee	\$7,500.00	\$7,500.00
Project Management Fee	\$2,500.00	\$2,500.00
<u>Misc./Travel Expenses</u>	<u>\$500.00</u>	<u>\$500.00</u>
English Only Voter Survey Total	\$29,900.00	\$31,700.00
Spanish Translation - Telephone	\$850.00	\$1,000.00
<u>Spanish Interviewing Fee - Phone</u>	<u>\$700.00</u>	<u>\$900.00</u>
Cost to Include Spanish	\$31,450.00	\$33,600.00
Chinese/Cantonese Translation - Telephone	\$1,000.00	\$1,150.00
<u>Chinese/Cantonese Interviewing Fee - Phone</u>	<u>\$950.00</u>	<u>\$1,250.00</u>
Cost to Include Chinese/Cantonese	\$33,400.00	\$36,000.00

Agreed:

Agreed and Accepted By:

Mr. Charles Hester
Vice President
Godbe Research

Mr. Jeff Kay
City Manager
City of San Leandro

Date

Date

EXHIBIT A

Phase 1: Strategic Communications & Election Feasibility Assessment Services

TIMELINE: April 20 – July 31, 2020

- Meet with City to set a realistic project schedule to get election-ready by the filing deadline required to qualify for the November 2020 ballot.
- Review available background material on City needs and electoral options.
- Assess City's current public communications efforts as they relate to City's electoral goal(s).
- Update Provider's community/political analysis relating to City electoral goal(s).
- Conduct high-level phone or personal interviews with City leaders, including Mayor and City Councilmembers.
- Attend and/or participate in City project-related meetings and conference calls as needed.
- Recommend an EARLY public information and community engagement strategy, tools, calendar, and budget that supports City's election Feasibility goals.
- Polling Support - Collaborate with pollster and City to prepare tracking survey and interpret results of election Feasibility research.
- Develop public messaging that effectively tells City's story and engages the public.
- Prepare and send direct mail and digital messaging approved by City to raise awareness of City needs as well as City's proposed solution (a November 2020 local revenue measure).
- Provide guidance as City implements/navigates EARLY public information/engagement strategy.
- Help City interpret and use public input generated from EARLY public information and LISTENING effort to help inform City's plan to go to the ballot.
- Provide Feasibility recommendations relative to City's November 2020 electoral goal(s).
- Provide ongoing project-related strategic counsel and communications advice as needed.

Contractor's services do not include legal or financial advice or counsel of any kind.

City of San Leandro
2020 PUBLIC ENGAGEMENT BUDGET
 On the front end of a Possible November 2020 Revenue Measure

PRELIMINARY PROGRAM BUDGET

As of April 8, 2020

Stakeholder Communications	Option A Minimum	Option B Baseline	Option C Adequate
<p>Direct Mail/Collateral ALL voter households (HH) only ~49,000 Voters in ~25,500 HH</p>	<p>Not to Exceed \$38,000</p>	<p>Not to Exceed \$53,000</p>	<p>Not to Exceed \$55,000</p>
<p>Estimates = all costs, e.g. copywriting, design, print, mail house + postage.</p>	<p>2 Mailers 1. 2-Way CM Mailer 2. Report – Best Quality</p>	<p>3 Mailers 1. 2-Way CM Mailer 2. Report Back 3. Info-ONLY Postcard</p>	<p>3 Mailers 1. 2-Way CM Mailer 2. Report – Best Quality 3. Info-ONLY Postcard</p>
<p>Online Ad Package Universe: ALL voters (~49,000 Voters)</p>	<p>\$30,000</p>	<p>\$35,000</p>	<p>\$45,000</p>
<p>CliffordMoss FEE</p>	<p>\$28,000</p>	<p>\$28,000</p>	<p>\$28,000</p>
<p>Miscellaneous Expenses</p>	<p>\$1,000</p>	<p>\$1,000</p>	<p>\$1,000</p>
<p>PRE-ELECTORAL PROGRAM TOTAL =</p>	<p>\$97,000</p>	<p>\$117,000</p>	<p>\$129,000</p>

This is a preliminary budget. These are estimates only. All figures subject to change based on real-time conditions. We don't spend money frivolously. If we don't use resources in one area, we may reallocate them to another.



City of San Leandro

Meeting Date: April 20, 2020

Resolution - Council

File Number: 20-139

Agenda Section: ACTION ITEMS

Agenda Number:

TO: City Council

FROM: Jeff Kay
City Manager

BY: City Council

FINANCE REVIEW: Liz Warmerdam
Interim Finance Director

TITLE: RESOLUTION of the City of San Leandro City Council Authorizing the City Manager to Execute a Consulting Services Agreement with Clifford Moss to Provide Strategic Consulting Services for Revenue Measure Planning and Approve Appropriation of Funds from the General Fund Economic Uncertainty Reserves for \$129,000)

WHEREAS, Clifford Moss submitted a proposal to the City of San Leandro ("City") to provide strategic consulting services for revenue measure planning; and

WHEREAS, the City desires to enter into a sole source agreement with Clifford Moss, based upon their distinct subject matter expertise, as well as San Leandro-specific knowledge that was obtained through past work experience providing consulting and project management support for previous local revenue measures efforts.

NOW, THEREFORE, the City Council of the City of San Leandro does RESOLVE as follows:

That the City Council approves, and the City Manager is authorized to execute a Consulting Services Agreement with Clifford Moss in an amount not to exceed \$129,000 for strategic consulting services for revenue measure planning; and

The City Council approves an appropriation of \$129,000 from the General Fund Economic Uncertainty Reserves to account 010-12-020-5120.



City of San Leandro

Meeting Date: April 20, 2020

Resolution - Council

File Number: 20-140

Agenda Section: ACTION ITEMS

Agenda Number:

TO: City Council

FROM: Jeff Kay
City Manager

BY: City Council

FINANCE REVIEW: Liz Warmerdam
Interim Finance Director

TITLE: RESOLUTION of the City of San Leandro City Council Approving and Authorizing the City Manager to Execute a Consulting Services Agreement with Godbe Research for Revenue Measure Feasibility Polling Services and Approve an Appropriation of Funds for \$36,000 from the General Fund Economic Uncertainty Reserves

WHEREAS, Godbe Research submitted a proposal to the City of San Leandro ("City") to provide revenue measure feasibility polling services; and

WHEREAS, the City desires to enter into a sole source agreement with Godbe Research, based upon their distinct subject matter expertise, as well as San Leandro-specific knowledge that was obtained through prior revenue measure feasibility studies for the City.

NOW, THEREFORE, the City Council of the City of San Leandro does RESOLVE as follows:

That the agreement is approved and the City Manager is authorized to execute a Consulting Services Agreement with Godbe Research in an amount not to exceed \$36,000, for revenue measure feasibility polling services; and

The approved appropriation of funds for \$36,000 from the General Fund economic uncertainty reserves to account 010-12-020-5120.