CITY OF BELLFLOWER
"GROWING TOGETHER"

# staff report

TO: Honorable Mayor and Members of the City Council

ATTENTION: Jeffrey L. Stewart, City Manager

FROM: Randi Stover, Assistant to the City Manager

SUBJECT: Consideration and possible action to authorize the City Manager to execute Agreement File No. 314.15, in a form approved by the City Attorney, with Fairbank, Maslin, Maullin, Metz & Associates, Inc. (FM3), for a Citizens Satisfaction Survey.

DATE: December 12, 2016

## EXECUTIVE SUMMARY

The research and polling provided under this Agreement will help the City identify citizens' concerns with City-related issues. The Citizens Satisfaction Survey dates back to 2001 and is conducted with 500 randomly selected Bellflower registered voters to determine their view of quality of life and major issues in Bellflower.

## RECOMMENDATION TO CITY COUNCIL

1) Authorize the City Manager to execute Agreement File No. 314.15, in a form approved by the City Attorney; or

2) Alternatively, discuss and take other action related to this item.

## FISCAL IMPACT

The amount payable under the agreement is $37,187, to be charged to General Fund Contract Services Account No. 010-42054-1100.

## DISCUSSION

The goal of the survey research is to assess voters' opinions and concerns with City-related issues. The survey analysis portion of the project will allow for a comparative examination of specific questions that have been presented consistently in prior Bellflower resident surveys. Specifically, it will identify residents' concerns and priorities going forward with regard to City services. The survey includes questions that address the following issue areas, among others:

- Job performance ratings of various City of Bellflower departments;
- Evaluating the importance of City-provided government services;
- Satisfaction with current City-provided government services;

- Assessment of the customer service provided by City employees;
- Public safety concerns;
- Perceptions of Sheriff's services in the City of Bellflower; and
- Attitudes toward quality of life issues in the City.

Further, some demographic questions will be asked of respondents, and geographic areas will be identified from the voter file to determine awareness of and attitudes toward the City's needs and the level of support for potential efforts to obtain funding by these subgroups.

## ATTACHMENT

Agreement File No. 314.15 ..... 11

**AGREEMENT FILE NO. 314.15**
**PROFESSIONAL SERVICES AGREEMENT**
**BETWEEN**
**THE CITY OF BELLFLOWER AND**
**FAIRBANK, MASLIN, MAULLIN, METZ & ASSOCIATES, INC. (FM3)**
**FOR THE BELLFLOWER CITIZENS SATISFACTION SURVEY**

**THIS AGREEMENT** is entered into this 12th day of December 2016, by and between the CITY OF BELLFLOWER, a municipal corporation and general law city ("CITY") and Fairbank, Maslin, Maullin, Metz & Associates, Inc. (FM3), a California Corporation ("CONSULTANT").

1. **CONSIDERATION.**

   A. As partial consideration, CONSULTANT agrees to perform the work listed in the SCOPE OF SERVICES, below;

   B. As additional consideration, CONSULTANT and CITY agree to abide by the terms and conditions contained in this Agreement;

   C. As additional consideration, CITY agrees to pay CONSULTANT a sum not to exceed $37,187 for CONSULTANT's services. CITY may modify this amount as set forth below. Unless otherwise specified by written amendment to this Agreement, CITY will pay this sum as specified in the attached Exhibit "B," which is incorporated by reference.

2. **SCOPE OF SERVICES.**

   A. CONSULTANT will perform services listed in the attached Exhibit "A," which is incorporated by reference.

   B. CONSULTANT will, in a professional manner, furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space and facilities, and all tests, testing and analyses, calculation, and all other means whatsoever, except as herein otherwise expressly specified to be furnished by CITY, necessary or proper to perform and complete the work and provide the professional services required of CONSULTANT by this Agreement.

3. **PERFORMANCE STANDARDS**. While performing this Agreement, CONSULTANT will use the appropriate generally accepted professional standards of practice existing at the time of performance utilized by persons engaged in providing similar services. CITY will continuously monitor CONSULTANT's services. CITY will notify CONSULTANT of any deficiencies and CONSULTANT will have fifteen (15) days after such notification to

cure any shortcomings to CITY's satisfaction. Costs associated with curing the deficiencies will be borne by CONSULTANT.

4. **PAYMENTS**. For CITY to pay CONSULTANT as specified by this Agreement, CONSULTANT must submit a detailed invoice to CITY which lists the hours worked and hourly rates for each personnel category and reimbursable costs (all as set forth in Exhibit "B") the tasks performed, the percentage of the task completed during the billing period, the cumulative percentage completed for each task, the total cost of that work during the preceding billing month and a cumulative cash flow curve showing projected and actual expenditures versus time to date.

5. **NON-APPROPRIATION OF FUNDS**. Payments due and payable to CONSULTANT for current services are within the current budget and within an available, unexhausted and unencumbered appropriation of the CITY. In the event the CITY has not appropriated sufficient funds for payment of CONSULTANT services beyond the current fiscal year, this Agreement will cover only those costs incurred up to the conclusion of the current fiscal year.

6. **ADDITIONAL WORK**.

A. CITY's city manager ("Manager") may determine, at the Manager's sole discretion, that CONSULTANT must perform additional work ("Additional Work") to complete the Scope of Work. If Additional Work is needed, the Manager will give written authorization to CONSULTANT to perform such Additional Work.

B. If CONSULTANT believes Additional Work is needed to complete the Scope of Work, CONSULTANT will provide the Manager with written notification that contains a specific description of the proposed Additional Work, reasons for such Additional Work, and a detailed proposal regarding cost.

C. Payments over $$37,187 for Additional Work must be approved by CITY's city council. All Additional Work will be subject to all other terms and provisions of this Agreement.

7. **FAMILIARITY WITH WORK**.

A. By executing this Agreement, CONSULTANT agrees that it has:

i. Carefully investigated and considered the scope of services to be performed;

ii. Carefully considered how the services should be performed; and

iii. Understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.

B. If services involve work upon any site, CONSULTANT agrees that CONSULTANT has or will investigate the site and is or will be fully acquainted with the conditions there existing, before commencing the services hereunder. Should CONSULTANT discover any latent or unknown conditions that may materially affect the performance of the services, CONSULTANT will immediately inform CITY of such fact and will not proceed except at CONSULTANT's own risk until written instructions are received from CITY.

8. **TERM**. The term of this Agreement will be from December 12, 2016 to June 30, 2017. Unless otherwise determined by written amendment between the parties, this Agreement will terminate in the following instances:

A. Completion of the work specified in Exhibit "A";

B. Termination as stated in Section **16**.

9. **TIME FOR PERFORMANCE**.

A. CONSULTANT will not perform any work under this Agreement until:

i. CONSULTANT furnishes proof of insurance as required under Section 23 of this Agreement; and

ii. CITY gives CONSULTANT a written notice to proceed.

B. Should CONSULTANT begin work on any phase in advance of receiving written authorization to proceed, any such professional services are at CONSULTANT's own risk.

10. **TIME EXTENSIONS**. Should CONSULTANT be delayed by causes beyond CONSULTANT's control, CITY may grant a time extension for the completion of the contracted services. If delay occurs, CONSULTANT must notify the Manager within forty-eight hours (48 hours), in writing, of the cause and the extent of the delay and how such delay interferes with the Agreement's schedule. The Manager will extend the completion time, when appropriate, for the completion of the contracted services.

11. **CONSISTENCY**. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the attached Exhibits; this

Agreement supersedes any conflicting provisions. Any inconsistency between the Exhibits will be resolved in the order in which the Exhibits appear below:

Exhibit A – Scope of Services
Exhibit B – Payment Schedule

12. **CHANGES**. CITY may order changes in the services within the general scope of this Agreement, consisting of additions, deletions, or other revisions, and the contract sum and the contract time will be adjusted accordingly. All such changes must be authorized in writing, executed by CONSULTANT and CITY. The cost or credit to CITY resulting from changes in the services will be determined in accordance with written agreement between the parties.

13. **TAXPAYER IDENTIFICATION NUMBER**. CONSULTANT will provide CITY with a Taxpayer Identification Number.

14. **PERMITS AND LICENSES**. CONSULTANT, at its sole expense, will obtain and maintain during the term of this Agreement, all necessary permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

15. **WAIVER**. CITY's review or acceptance of, or payment for, work product prepared by CONSULTANT under this Agreement will not be construed to operate as a waiver of any rights CITY may have under this Agreement or of any cause of action arising from CONSULTANT's performance. A waiver by CITY of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

16. **TERMINATION**.

A. Except as otherwise provided, CITY may terminate this Agreement at any time with or without cause.

B. CONSULTANT may terminate this Agreement at any time with CITY's mutual consent. Notice will be in writing at least thirty (30) days before the effective termination date.

C. Upon receiving a termination notice, CONSULTANT will immediately cease performance under this Agreement unless otherwise provided in the termination notice. Except as otherwise provided in the termination notice, any additional work performed by CONSULTANT after receiving a termination notice will be performed at CONSULTANT" own cost; CITY will not be obligated to compensate CONSULTANT for such work.

D. Should termination occur, all finished or unfinished documents, data, studies, surveys, drawings, maps, reports and other materials prepared by CONSULTANT will, at CITY's option, become CITY's property, and CONSULTANT will receive just and equitable compensation for any work satisfactorily completed up to the effective date of notice of termination, not to exceed the total costs under Section 1(C).

E. Should the Agreement be terminated pursuant to this Section, CITY may procure on its own terms services similar to those terminated.

F. By executing this document, CONSULTANT waives any and all claims for damages that might otherwise arise from CITY's termination under this Section.

17. **OWNERSHIP OF DOCUMENTS**. All documents, data, studies, drawings, maps, models, photographs and reports prepared by CONSULTANT under this Agreement are CITY's property. CONSULTANT may retain copies of said documents and materials as desired, but will deliver all original materials to CITY upon CITY's written notice. CITY agrees that use of CONSULTANT's completed work product, for purposes other than identified in this Agreement, or use of incomplete work product, is at CITY's own risk.

18. **PUBLICATION OF DOCUMENTS**. Except as necessary for performance of service under this Agreement, no copies, sketches, or graphs of materials, including graphic art work, prepared pursuant to this Agreement, will be released by CONSULTANT to any other person or public CITY without CITY's prior written approval. All press releases, including graphic display information to be published in newspapers or magazines, will be approved and distributed solely by CITY, unless otherwise provided by written agreement between the parties.

19. **INDEMNIFICATION**.

A. CONSULTANT agrees to the following:

i. *Indemnification for Professional Services*. CONSULTANT will save harmless and indemnify and at CITY's request reimburse defense costs for CITY and all its officers, volunteers, employees and representatives from and against any and all suits, actions, or claims, of any character whatever, brought for, or on account of, any injuries or damages sustained by any person or property resulting or arising from any negligent or wrongful act, error or omission by CONSULTANT or any of CONSULTANT's officers, agents, employees, or representatives, in the performance of this

Agreement, except for such loss or damage arising from CITY's sole negligence or willful misconduct.

ii. *Indemnification for other Damages*. CONSULTANT indemnifies and holds CITY harmless from and against any claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising out of this Agreement, or its performance, except for such loss or damage arising from CITY's sole negligence or willful misconduct. Should CITY be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of this Agreement, or its performance, CONSULTANT will defend CITY (at CITY's request and with counsel satisfactory to CITY) and will indemnify CITY for any judgment rendered against it or any sums paid out in settlement or otherwise.

B. For purposes of this section "CITY" includes CITY's officers, officials, employees, agents, representatives, and certified volunteers.

C. It is expressly understood and agreed that the foregoing provisions will survive termination of this Agreement.

D. The requirements as to the types and limits of insurance coverage to be maintained by CONSULTANT as required by Section 23, and any approval of said insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONSULTANT pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

20. **ASSIGNABILITY**. This Agreement is for CONSULTANT's professional services. CONSULTANT's attempts to assign the benefits or burdens of this Agreement without CITY's written approval are prohibited and will be null and void.

21. **INDEPENDENT CONTRACTOR**. CITY and CONSULTANT agree that CONSULTANT will act as an independent contractor and will have control of all work and the manner in which is it performed. CONSULTANT will be free to contract for similar service to be performed for other employers while under contract with CITY. CONSULTANT is not an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides for its employees. Any provision in this Agreement that may appear to give CITY the right to direct CONSULTANT as to the details of doing the work or to exercise a measure of control over the work means that CONSULTANT will follow the direction of the CITY as to end results of the work only.

22. **AUDIT OF RECORDS**. CONSULTANT will maintain full and accurate records with respect to all services and matters covered under this Agreement. CITY will have free access at all reasonable times to such records, and the right to examine and audit the same and to make transcript therefrom, and to inspect all program data, documents, proceedings and activities. CONSULTANT will retain such financial and program service records for at least three (3) years after termination or final payment under this Agreement.

23. **INSURANCE**.

A. Before commencing performance under this Agreement, and at all other times this Agreement is effective, CONSULTANT will procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

| Type of Insurance | Limits |
|---|---|
| Commercial general liability: | $2,000,000 |
| Professional Liability | $1,000,000 |
| Business automobile liability | $1,000,000 |
| Workers compensation | Statutory requirement |

B. Commercial general liability insurance will meet or exceed the requirements of the most recent ISO-CGL Form. The amount of insurance set forth above will be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies will be endorsed to name CITY, its officials, and employees as "additional insureds" under said insurance coverage and to state that such insurance will be deemed "primary" such that any other insurance that may be carried by CITY will be excess thereto. Such endorsement must be reflected on ISO Form No. CG 20 10 11 85 or 88, or equivalent. Such insurance will be on an "occurrence," not a "claims made," basis and will not be cancelable or subject to reduction except upon thirty (30) days prior written notice to CITY.

C. Professional liability coverage will be on an "occurrence basis" if such coverage is available, or on a "claims made" basis if not available. When coverage is provided on a "claims made basis," CONSULTANT will continue to renew the insurance for a period of three (3) years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this

Agreement, and will cover CONSULTANT for all claims made by CITY arising out of any errors or omissions of CONSULTANT, or its officers, employees or agents during the time this Agreement was in effect.

D. Automobile coverage will be written on ISO Business Auto Coverage Form CA 00 01 06 92, including symbol 1 (Any Auto).

E. CONSULTANT will furnish to CITY duly authenticated Certificates of Insurance evidencing maintenance of the insurance required under this Agreement and such other evidence of insurance or copies of policies as may be reasonably required by CITY from time to time. Insurance must be placed with insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A:VII."

F. Should CONSULTANT, for any reason, fail to obtain and maintain the insurance required by this Agreement, CITY may obtain such coverage at CONSULTANT's expense and deduct the cost of such insurance from payments due to CONSULTANT under this Agreement or terminate pursuant to Section 16.

G. Self-Insured Retention/Deductibles. All policies required by this Agreement must allow CITY, as additional insured, to satisfy the self-insured retention ("SIR") and deductible of the policy in lieu of CONSULTANT (as the named insured) should CONSULTANT fail to pay the SIR or deductible requirements. The amount of the SIR or deductible is subject to the approval of the City Attorney and the Finance Director. CONSULTANT understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by CONSULTANT as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should CITY pay the SIR or deductible on CITY's behalf upon the CONSULTANT'S failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, CITY may include such amounts as damages in any action against CONSULTANT for breach of this Agreement in addition to any other damages incurred by CITY due to the breach.

24. **USE OF SUBCONTRACTORS**. CONSULTANT must obtain CITY's prior written approval to use any consultants while performing any portion of this Agreement. Such approval must approve of the proposed consultant and the terms of compensation.

25. **INCIDENTAL TASKS**. CONSULTANT will meet with CITY monthly to provide the status on the project, which will include a schedule update and a short narrative description of progress during the past month for each major task, a description of the

work remaining and a description of the work to be done before the next schedule update.

26. **NOTICES**. All communications to either party by the other party will be deemed made when received by such party at its respective name and address as follows:

| If to CONSULTANT: | If to CITY: |
|---|---|
| Attention: Richard Bernard<br>Fairbank, Maslin, Maullin, Metz & Associates, Inc (FM3)<br>12100 Wilshire Blvd., Suite 350<br>Los Angeles, CA 90025<br>(310)828-1183<br>Bernard@fm3research.com | Attention: Leo Mingle<br>City of Bellflower<br><br>16600 Civic Center Drive<br>Bellflower, CA 90706<br>(562) 804-1424<br>lmingle@bellflower.org |

Any such written communications by mail will be conclusively deemed to have been received by the addressee upon deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above. In all other instances, notices will be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph.

27. **CONFLICT OF INTEREST**. CONSULTANT will comply with all conflict of interest laws and regulations including, without limitation, CITY's conflict of interest regulations.

28. **SOLICITATION**. CONSULTANT maintains and warrants that it has not employed nor retained any company or person, other than CONSULTANT's bona fide employee, to solicit or secure this Agreement. Further, CONSULTANT warrants that it has not paid nor has it agreed to pay any company or person, other than CONSULTANT's bona fide employee, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Should CONSULTANT breach or violate this warranty, CITY may rescind this Agreement without liability.

29. **THIRD PARTY BENEFICIARIES**. This Agreement and every provision herein is generally for the exclusive benefit of CONSULTANT and CITY and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of CONSULTANT's or CITY's obligations under this Agreement.

30. **INTERPRETATION**. This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Los Angeles County.

31. **COMPLIANCE WITH LAW**. CONSULTANT agrees to comply with all federal, state, and local laws applicable to this Agreement.

32. **ENTIRE AGREEMENT**. This Agreement, and its Attachments, sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written. There are Click here to enter text. Attachments to this Agreement. This Agreement will bind and inure to the benefit of the parties to this Agreement and any subsequent successors and assigns.

33. **RULES OF CONSTRUCTION**. Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.

34. **SEVERABILITY**. If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect.

35. **AUTHORITY/MODIFICATION**. The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment. CITY's Manager, or designee, may execute any such amendment on behalf of CITY.

36. **ACCEPTANCE OF FACSIMILE SIGNATURES**. The Parties agree that this Agreement, agreements ancillary to this Agreement, and related documents to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered by facsimile transmission. Such facsimile signature will be treated in all respects as having the same effect as an original signature.

37. **CAPTIONS**. The captions of the paragraphs of this Agreement are for convenience of reference only and will not affect the interpretation of this Agreement.

38. **TIME IS OF ESSENCE**. Time is of the essence for each and every provision of this Agreement.

39. **FORCE MAJEURE**. Should performance of this Agreement be prevented due to fire, flood, explosion, acts of terrorism, war, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' reasonable control, then the Agreement will immediately terminate without obligation of either party to the other.

40. **STATEMENT OF EXPERIENCE**. By executing this Agreement, CONSULTANT represents that it has demonstrated trustworthiness and possesses the quality, fitness and capacity to perform the Agreement in a manner satisfactory to CITY. CONSULTANT represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private consultants, and experience in dealing with public agencies all suggest that CONSULTANT is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public CITY.

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

**CITY OF BELLFLOWER**

_____
**Jeffrey L. Stewart, City Manager**

**FAIRBANK, MASLIN, MAULLIN, METZ & ASSOCIATES, INC. (FM3)**

_____
**Richard Bernard, Partner & Senior Vice President**

**ATTEST:**

_____
**Mayra Ochiqui, City Clerk**

**APPROVED AS TO FORM:**

_____
**Karl H. Berger, City Attorney**

**Taxpayer ID No.** 95-4466320

# CITY OF BELLFLOWER

## AGREEMENT FILE NO. 314.15 - EXHIBIT A

### Scope of Work

FM3 provides custom-designed opinion research that is tailored to meet the unique needs of our clients. We do not believe in the use of a "cookie-cutter" research design for every community. Instead, we work closely with our clients to develop a detailed understanding of their individual needs, and then design research that addresses those issues carefully and thoroughly.

The following section summarizes the key aspects of our recommended methodology for the project and key research tasks.

**Questionnaire Design:** In designing the survey questionnaire, FM3 will draw from our knowledge of public opinion survey methodology, experience conducting voter/resident surveys in Bellflower for over a decade, and work on similar City resident satisfaction surveys across the Country. FM3 will also draw heavily on the input it receives from the City in designing the questionnaire. The process will begin with an initial, in-person kickoff meeting between FM3 and City staff that will be involved in the project.

FM3 will then present a first draft of the survey questionnaire to the City for review and comment. After collecting feedback, we will revise and refine the survey questionnaire. While the final content of the questionnaire will be developed in careful collaboration with the City, we imagine that the survey will likely include questions that address the following issue areas, among others:

- Job performance ratings of various City of Bellflower departments;
- Evaluating the importance of City-provided government services;
- Satisfaction with current City-provided government services;
- Assessment of the customer service provided by City employees;
- Public safety concerns;
- Perceptions of Sheriff's services in the City of Bellflower; and
- Attitudes toward quality of life issues in the City.

Further, some demographic questions will be asked of respondents, and geographic areas will be identified from the voter file to determine awareness of and attitudes toward the City's needs and the level of support for potential efforts to obtain funding by these subgroups.

After the kickoff meeting, FM3 staff will begin drafting the questionnaire while maintaining close phone and e-mail contact with the City to follow up on issues discussed during the kickoff meeting. FM3 will then present a first draft of the survey questionnaire to the City for review. After collecting feedback, FM3 will revise and refine the survey questionnaire.

We foresee proceeding through several drafts of the survey, incorporating feedback from the City before each revision, to develop a questionnaire that can obtain all the necessary information. Before the interviewing process has started, FM3 will secure approval from the appropriate City representative on the final version of the questionnaire.

We estimate that the survey will take approximately 20 minutes for the average respondent to complete over the telephone. The survey will include approximately 60 to 80 items.

**Sample Selection:** We recommend that the sample be drawn from lists of registered voters in the City of Bellflower. Generally, we recommend 500 interviews for most small to medium-sized communities. Further, the sample size is consistent with previous Bellflower resident surveys. At the 95 percent confidence level, a sample size of 500 would yield a margin of sampling error of plus or minus 4.4 percent. Margins of sampling error for demographic, geographic and socioeconomic subgroups within the community – such as age groupings, income, and home ownership – will be somewhat higher.

FM3 will utilize Statewide Information Systems (SIS) as its sample vendor. SIS provides the most up-to-date lists of voter names, addresses, telephone numbers (listed and unlisted landlines and cell phones), voter party registration, and past voter history. The voter sample will consist of landlines and cell phone numbers used by City residents when they registered to vote in Bellflower.

Additionally, FM3 will work with SIS to match the names, addresses and landline phone numbers of the voters who are randomly selected for the survey with other vendor lists of all City voters to add cell phone numbers and ensure that landline telephone numbers are up-to-date. FM3 is one of few public opinion firms to use this technique to ensure all eligible voters have the same likelihood of being called, regardless of whether they have changed their phone number to another landline or cell phone since registering to vote. This "matching" technique also allows the research team to capture current telephone numbers of voters who did not provide one upon registration, which again increases the likelihood that all relevant voters are eligible to participate in the survey.

**Interviewing:** FM3 will subcontract the telephone interviewing services, utilizing a facility with whom we have collaborated on hundreds of research projects. All facilities we work with have well-established procedures to supervise the interviewing process and to verify that interviews are conducted according to specifications. Among these procedures are the monitoring of actual interviews by on-site supervisors, identification of each interview by interviewer, and the use of a regularly employed staff of professional, full time interviewers. There is an established protocol for callbacks of busy or "not-at-home" numbers designed specifically to maintain the randomness of interviewee selection. FM3 retains all interviews as part of its data processing procedures described below.

FM3 proposes to review its procedures with the City to ensure satisfaction with all technical aspects of the sample selection and interviewing process.

Additionally, our review of the voter file suggests that the survey should be available in English and Spanish.

**Data Analysis:** Response data will be analyzed by FM3's in-house Data Processing and Analysis Department staff using Survey System software, a well-documented and widely-used data analysis software package, to report the tabulation and cross-tabulation of data. As needed, FM3 may augment Survey System with SAS, another social science data analysis program widely used for more advanced statistical analysis. FM3 has multiple SAS-certified statisticians on its staff; further, our Data Processing and Analysis Department employs a data checking and editing system to eliminate errors and document the handling of data received from the interviewers.

The day after interviewing has been completed, FM3 will e-mail the City draft "topline" results of the survey. These results will show the overall percentage of respondents that chose each answer code – for all of the survey's questions.

Within a few days, FM3 can provide the City with a comprehensive set of draft cross-tabulated results, if requested. The cross-tabulated results will include a table for each question or demographic variable in the survey, with a series of up to 180 columns indicating how various subgroups of the Bellflower population responded to that question. The cross-tabulated results will make it possible to detect differences in responses to each survey question among different subsets of the population: for example, it will be possible to compare men and women; respondents under age 50 and those 50 and over; voters with children and those without children; and many more subgroups of the local population.

Finally, FM3's custom-designed data processing software package can convert the raw electronic data to ASCII format or virtually any other format commonly used, so that the actual results of the survey can be transmitted electronically to the client at the conclusion of the study, if requested.

**(1) Proposed Timeline:**

FM3 is ready to begin work on the survey at the City's request and can complete and report the survey's results in about four to six weeks from the kick-off meeting or other authorization to proceed. A potential summary of the project milestones follows, showing a six-week timeline. FM3 would be happy to either shorten or lengthen this timetable at the City's request.

*Week 1*
- Authorization to proceed
- Finalize contract
- Kick-off meeting

*Week 2*
- Circulate first survey draft for comment
- Conference call to discuss survey draft
- Revise survey, circulate revised version for comment
- Finalize survey questionnaire

*Week 3*
- Finalize sample specifications
- Obtain final approval of survey
- Acquire survey sample
- Translate survey into Spanish
- Program surveys

*Week 4*
- Conduct survey interviews
- Produce topline results
- Produce cross-tabulated results

*Weeks 5 through 11 (Includes Christmas Holiday and New Year's)*
- Analyze results
- Develop graphical presentation of results and actionable recommendations (*if requested*)
- Present report of findings and recommendations to City staff

*Week 12*
- Present graphical presentation to the Bellflower City Council

**(2) Project Deliverables:**

In summary, upon conclusion of the survey project, the City will have received from FM3 all of the documents listed below. All documents can be provided in hard-copy or electronic form (or both), depending on the City's preference.

- ✓ Final survey questionnaire
- ✓ "DRAFT" topline survey results (the survey questionnaire filled in with the overall percentage of respondents that chose each response code)
- ✓ Full cross-tabulated results (responses to every question in the survey, broken down by dozens of demographic, geographic, and attitudinal subgroups of the City population), *if requested*
- ✓ Comprehensive graphic presentation of key findings (color slides highlighting important results and actionable recommendations), *if requested*
- ✓ *Comprehensive written report*

# CITY OF BELLFLOWER

## AGREEMENT FILE NO. 314.15 - EXHIBIT B

### Cost for Services

FM3 is prepared to conduct a 20-minute baseline telephone survey of 500 interviews with randomly selected City of Bellflower voters for $37,187. The City will be billed in 2 payments, $18,593.50, will be collected up front and the remaining $18,593.50 will be collected upon completion.

The pricing estimate provided includes all costs for questionnaire development, sample match and acquisition, translation, interviewing, data entry, cross-tabulation, and reporting and presentation of results, *if requested*.