

**AGREEMENT FOR PROFESSIONAL SERVICES
FOR SALES TAX MEASURE FEASIBILITY STUDY**

This Agreement is made and entered into this _____ day of _____, 20____, (the "Effective Date") by and between the TOWN OF SAN ANSELMO (hereinafter "**TOWN**"), and Godbe Research (hereinafter "**CONSULTANT**").

RECITALS

WHEREAS, at its meeting of January 11, 2022, the San Anselmo Town Council directed staff to enlist a consultant to conduct a voter survey to evaluate the feasibility of placing a potential future revenue measure on the November 2022 ballot; and

WHEREAS, CONSULTANT has the specialized skill and ability to conduct a voter survey as requested by the Town Council; and

WHEREAS, TOWN desires to contract with **CONSULTANT** to obtain the services included in **CONSULTANT's** Scope of Work set forth in Exhibit A upon the terms and conditions contained in this Agreement; and

WHEREAS, CONSULTANT desires to contract with **TOWN** to render such services upon the terms and conditions contained in this Agreement.

AGREEMENT

NOW, THEREFORE, the parties hereby agree as follows:

1. **PROJECT COORDINATION.**

A. **TOWN'S Project Manager.** The Town Manager or his designee is hereby designated the PROJECT MANAGER for the **TOWN** and said PROJECT MANAGER shall supervise all aspects of the progress and execution of this Agreement.

B. **CONSULTANT'S Project Director.** **CONSULTANT** shall assign a single PROJECT DIRECTOR to have overall responsibility for the progress and execution of this Agreement for **CONSULTANT**. _____ is hereby designated as the PROJECT DIRECTOR for **CONSULTANT**. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute PROJECT DIRECTOR, for any reason, the **CONSULTANT** shall notify the **TOWN** within ten (10) business days of the substitution.

2. **DUTIES OF CONSULTANT.**

CONSULTANT shall perform the duties and/or provide services as described in Exhibit A, which hereby incorporated by reference.

3. DUTIES OF TOWN.

TOWN shall pay the compensation as provided in Paragraph 4 and provide information to **CONSULTANT** upon request.

4. COMPENSATION.

For the full performance of the services described herein by **CONSULTANT**, **TOWN** shall pay **CONSULTANT** in accordance with the Project Cost Options included in Exhibit A, which is attached hereto and incorporated herein by reference.

Payment will be made as set forth in Exhibit A based on the Project Cost Option selected by the **TOWN**. Final payment will be paid upon receipt by PROJECT MANAGER of itemized invoices submitted by **CONSULTANT**.

5. TERM OF AGREEMENT.

The term of this Agreement shall run from the Effective Date through completion of all services to be rendered by **CONSULTANT** as described in Exhibit A.

6. TERMINATION.

A. **Discretionary.** Either party may terminate this Agreement without cause upon thirty (30) days written notice mailed or personally delivered to the other party.

B. **Cause.** Either party may terminate this Agreement for cause upon fifteen (15) days written notice mailed or personally delivered to the other party, and the notified party's failure to cure or correct the cause of the termination, to the reasonable satisfaction of the party giving such notice, within such fifteen (15) day time period.

C. **Effect of Termination.** Upon receipt of notice of termination, neither party shall incur additional obligations under any provision of this Agreement without the prior written consent of the other.

D. **Return of Documents.** Upon termination, any and all **TOWN** documents or materials provided to **CONSULTANT** and any and all of **CONSULTANT's** documents and materials prepared for or relating to the performance of its duties under this Agreement, shall be delivered to **TOWN** as soon as possible, but not later than thirty (30) days after termination.

7. OWNERSHIP OF DOCUMENTS.

The written documents and materials prepared by the **CONSULTANT** in connection with the performance of its duties under this Agreement, shall be the sole property of **TOWN**. **TOWN** may use said property for any purpose, including projects not contemplated by this Agreement.

8. INSPECTION AND AUDIT.

Upon reasonable notice, **CONSULTANT** shall make available to **TOWN**, or its agent, for inspection and audit, all documents and materials maintained by **CONSULTANT** in connection with its performance of its duties under this Agreement. **CONSULTANT** shall fully cooperate with **TOWN** or its agent in any such audit or inspection.

9. ASSIGNABILITY.

The parties agree that they shall not assign or transfer any interest in this Agreement nor the performance of any of their respective obligations hereunder, without the prior written consent of the other party, and any attempt to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

10. INSURANCE.

A. **Scope of Coverage.** During the term of this Agreement, **CONSULTANT** shall maintain, at no expense to **TOWN**, the following insurance policies:

1. A commercial general liability insurance policy in the minimum amount of one million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) aggregate, for death, bodily injury, personal injury, or property damage.

2. An automobile liability (owned, non-owned, and hired vehicles) insurance policy in the minimum amount of one million dollars (\$1,000,000) dollars per occurrence.

3. If any licensed professional performs any of the services required to be performed under this Agreement, a professional liability insurance policy in the minimum amount of one million dollars (\$1,000,000) per occurrence/one million dollars (\$1,000,000) aggregate, to cover any claims arising out of the **CONSULTANT's** performance of services under this Agreement. Where **CONSULTANT** is a professional not required to have a professional license, **TOWN** reserves the right to require **CONSULTANT** to provide professional liability insurance pursuant to this section.

4. If it employs any person, **CONSULTANT** shall maintain worker's compensation insurance, as required by the State of California, with statutory limits, and employer's liability insurance with limits of no less than one million dollars (\$1,000,000) per accident for bodily injury or disease. **CONSULTANT's** worker's compensation insurance shall be specifically endorsed to waive any right of subrogation against **TOWN**.

B. **Other Insurance Requirements.** The insurance coverage required of the **CONSULTANT** in subparagraph A of this section above shall also meet the following requirements:

1. Except for professional liability insurance or worker's compensation insurance, the insurance policies shall be specifically endorsed to include the **TOWN**, its officers,

agents, employees, and volunteers, as additional insureds (for both ongoing and completed operations) under the policies.

2. The additional insured coverage under **CONSULTANT'S** insurance policies shall be "primary and noncontributory" with respect to any insurance or coverage maintained by **TOWN** and shall not call upon **TOWN's** insurance or self-insurance coverage for any contribution. The "primary and noncontributory" coverage in **CONSULTANT'S** policies shall be at least as broad as ISO form CG20 01 04 13.

3. Except for professional liability insurance or worker's compensation insurance, the insurance policies shall include, in their text or by endorsement, coverage for contractual liability and personal injury.

4. By execution of this Agreement, **CONSULTANT** hereby grants to **TOWN** a waiver of any right to subrogation which any insurer of **CONSULTANT** may acquire against **TOWN** by virtue of the payment of any loss under such insurance. **CONSULTANT** agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not **TOWN** has received a waiver of subrogation endorsement from the insurer.

5. If the insurance is written on a Claims Made Form, then, following termination of this Agreement, said insurance coverage shall survive for a period of not less than five years.

6. The insurance policies shall provide for a retroactive date of placement coinciding with the effective date of this Agreement.

7. The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of **TOWN** (if agreed to in a written contract or agreement) before **TOWN'S** own insurance or self-insurance shall be called upon to protect it as a named insured.

8. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to **TOWN** or any other additional insured party. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the obligations of the **CONSULTANT** under this agreement.

C. **Deductibles and SIR's.** Any deductibles or self-insured retentions in **CONSULTANT's** insurance policies must be declared to and approved by the **PROJECT MANAGER** and **TOWN** Attorney and shall not reduce the limits of liability. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or **TOWN** or other additional insured party. At **TOWN's**

option, the deductibles or self-insured retentions with respect to **TOWN** shall be reduced or eliminated to **TOWN's** satisfaction, or **CONSULTANT** shall procure a bond guaranteeing payment of losses and related investigations, claims administration, attorney's fees and defense expenses.

D. **Proof of Insurance.** **CONSULTANT** shall provide to the PROJECT MANAGER or **TOWN'S** TOWN Attorney all of the following: (1) Certificates of Insurance evidencing the insurance coverage required in this Agreement; (2) a copy of the policy declaration page and/or endorsement page listing all policy endorsements for the commercial general liability policy, and (3) excerpts of policy language or specific endorsements evidencing the other insurance requirements set forth in this Agreement. **TOWN** reserves the right to obtain a full certified copy of any insurance policy and endorsements from **CONSULTANT**. Failure to exercise this right shall not constitute a waiver of the right to exercise it later. The insurance shall be approved as to form and sufficiency by PROJECT MANAGER and the Town Attorney.

11. INDEMNIFICATION.

A. Except as otherwise provided in Paragraph B., **CONSULTANT** shall, to the fullest extent permitted by law, indemnify, release, defend with counsel approved by **TOWN**, and hold harmless **TOWN**, its officers, agents, employees and volunteers (collectively, the "**TOWN Indemnitees**"), from and against any claim, demand, suit, judgment, loss, liability or expense of any kind, including but not limited to attorney's fees, expert fees and all other costs and fees of litigation, (collectively "**CLAIMS**"), arising out of **CONSULTANT'S** performance of its obligations or conduct of its operations under this Agreement. The **CONSULTANT's** obligations apply regardless of whether or not a liability is caused or contributed to by the active or passive negligence of the **TOWN Indemnitees**. However, to the extent that liability is caused by the active negligence or willful misconduct of the **TOWN Indemnitees**, the **CONSULTANT's** indemnification obligation shall be reduced in proportion to the **TOWN Indemnitees'** share of liability for the active negligence or willful misconduct. In addition, the acceptance or approval of the **CONSULTANT's** work or work product by the **TOWN** or any of its directors, officers or employees shall not relieve or reduce the **CONSULTANT's** indemnification obligations. In the event the **TOWN Indemnitees** are made a party to any action, lawsuit, or other adversarial proceeding arising from **CONSULTANT'S** performance of or operations under this Agreement, **CONSULTANT** shall provide a defense to the **TOWN Indemnitees** or at **TOWN'S** option reimburse the **TOWN Indemnitees** their costs of defense, including reasonable attorneys' fees, incurred in defense of such claims.

B. Where the services to be provided by **CONSULTANT** under this Agreement are design professional services to be performed by a design professional as that term is defined under Civil Code Section 2782.8, then, to the extent permitted by law including without limitation, Civil Code sections 2782, 2782.6 and 2782.8, **CONSULTANT** shall indemnify and hold harmless the **TOWN** and its officers, officials, and employees (collectively **TOWN Indemnitees**) from and against damages, liabilities or costs (including incidental damages. Court costs, reasonable attorney's fees as may be determined by the Court, litigation expenses and fees of expert witnesses incurred in connection therewith and costs of investigation) to the extent they are caused by the negligence, recklessness, or willful misconduct of **CONSULTANT**, or any subconsultants, or subcontractor or anyone directly or indirectly employed by them, or anyone for whom they are

legally liable (collectively Liabilities). Such obligation to hold harmless and indemnify any indemnity shall not apply to the extent that such Liabilities are caused in part by the negligence or willful misconduct of such TOWN Indemnitee.

C. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement, and shall survive the termination or completion of this Agreement for the full period of time allowed by law.

12. NONDISCRIMINATION.

CONSULTANT shall not discriminate, in any way, against any person on the basis of age, sex, race, color, religion, ancestry, national origin or disability in connection with or related to the performance of its duties and obligations under this Agreement.

13. COMPLIANCE WITH ALL LAWS.

CONSULTANT shall observe and comply with all applicable federal, state and local laws, ordinances, codes and regulations, in the performance of its duties and obligations under this Agreement. **CONSULTANT** shall perform all services under this Agreement in accordance with these laws, ordinances, codes and regulations. **CONSULTANT** shall release, defend, indemnify and hold harmless **TOWN**, its officers, agents and employees from any and all damages, liabilities, penalties, fines and all other consequences from any noncompliance or violation of any laws, ordinances, codes or regulations.

14. NO THIRD PARTY BENEFICIARIES.

TOWN and **CONSULTANT** do not intend, by any provision of this Agreement, to create in any third party, any benefit or right owed by one party, under the terms and conditions of this Agreement, to the other party.

15. NOTICES.

All notices and other communications required or permitted to be given under this Agreement, including any notice of change of address, shall be in writing and given by personal delivery, or deposited with the United States Postal Service, postage prepaid, addressed to the parties intended to be notified. Notice shall be deemed given as of the date of personal delivery, or if mailed, upon the date of deposit with the United States Postal Service. Notice shall be given as follows:

TO **TOWN**'s Project Manager:

Dave Donery, Town Manager
Town of San Anselmo
525 San Anselmo Avenue
San Anselmo, CA 94960

TO **CONSULTANT**'s Project Director:

16. INDEPENDENT CONTRACTOR.

For the purposes, and for the duration, of this Agreement, **CONSULTANT**, its officers, agents and employees shall act in the capacity of an Independent Contractor, and not as employees of the **TOWN**. **CONSULTANT** and **TOWN** expressly intend and agree that the status of **CONSULTANT**, its officers, agents and employees be that of an Independent Contractor and not that of an employee of **TOWN**.

17. ENTIRE AGREEMENT -- AMENDMENTS.

A. The terms and conditions of this Agreement, all exhibits attached, and all documents expressly incorporated by reference, represent the entire Agreement of the parties with respect to the subject matter of this Agreement.

B. This written Agreement shall supersede any and all prior agreements, oral or written, regarding the subject matter between the **CONSULTANT** and the **TOWN**.

C. No other agreement, promise or statement, written or oral, relating to the subject matter of this Agreement, shall be valid or binding, except by way of a written amendment to this Agreement.

D. The terms and conditions of this Agreement shall not be altered or modified except by a written amendment to this Agreement signed by the **CONSULTANT** and the **TOWN**.

E. If any conflicts arise between the terms and conditions of this Agreement, and the terms and conditions of the attached exhibits or the documents expressly incorporated by reference, the terms and conditions of this Agreement shall control.

18. SET-OFF AGAINST DEBTS.

CONSULTANT agrees that **TOWN** may deduct from any payment due to **CONSULTANT** under this Agreement, any monies which **CONSULTANT** owes **TOWN** under any ordinance, agreement, contract or resolution for any unpaid taxes, fees, licenses, assessments, unpaid checks or other amounts.

19. WAIVERS.

The waiver by either party of any breach or violation of any term, covenant or condition of this Agreement, or of any ordinance, law or regulation, shall not be deemed to be a waiver of any other term, covenant, condition, ordinance, law or regulation, or of any subsequent breach or violation of the same or other term, covenant, condition, ordinance, law or regulation. The subsequent acceptance by either party of any fee, performance, or other consideration which may become due or owing under this Agreement, shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, condition, covenant of this Agreement or any applicable law, ordinance or regulation.

20. TOWN BUSINESS LICENSE / OTHER TAXES.

CONSULTANT shall obtain and maintain during the duration of this Agreement, a **TOWN** business license as required by the San Anselmo Municipal Code **CONSULTANT** shall pay any and all state and federal taxes and any other applicable taxes. **TOWN** shall not be required to pay for any work performed under this Agreement, until **CONSULTANT** has provided **TOWN** with a completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification).

21. SURVIVAL OF TERMS.

Any terms of this Agreement that by their nature extend beyond the term (or termination) of this Agreement shall remain in effect until fulfilled and shall apply to both Parties' respective successors and assigns.

22. APPLICABLE LAW.

The laws of the State of California shall govern this Agreement.

23. COUNTERPARTS AND ELECTRONIC SIGNATURE.

This Agreement may be executed by electronic signature and in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one document. Counterpart signature pages may be delivered by telecopier, email or other means of electronic transmission.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day, month and year first above written.

TOWN OF SAN ANSELMO

CONSULTANT

DAVE DONERY, Town Manager

By: _____

Name: _____

Title: _____

ATTEST:

CARLA KACMAR, Town Clerk

By: _____

Exhibit A
Scope of Services & Project Cost Options



GODBE RESEARCH
Gain Insight

January 17, 2022

Mr. Jeff Zuba
Finance and Administrative Services Director
Town of San Anselmo
525 San Anselmo Avenue
San Anselmo, CA 94960

Mr. Zuba,

Godbe Research is pleased to be working with the Town of San Anselmo (San Anselmo or Town) on a voter survey to evaluate the feasibility of placing a potential future revenue measure on the ballot in the Town in an upcoming election cycle, based on voter support. The survey will be conducted via a hybrid Internet and telephone survey process, and this scope of work letter (pages 1 and 2), the attached standard business terms (page 3), and project cost options (page 4) will serve as the agreement for services outlined in this document for the project, once signed by both the Town and Godbe Research.

1. Conducting a project kick-off meeting and additional conference calls as needed with the Town of San Anselmo and other project consultants as designated by the Town to discuss the research objectives, questionnaire design, and other related topics for this revenue measure feasibility survey.
2. Drafting, refining, and pre-testing a survey instrument of between 18 and 22-minutes in length to accomplish the goals of the revenue measure feasibility survey, including ensuring that the survey is compatible for both Internet and telephone survey formats. Please note that the Town will only be charged the total amount from the options on the last page of this agreement that reflects the final time-tested survey length for this specific revenue measure feasibility survey project.
3. Purchasing a listed voter sample and developing a sampling design of registered voters likely to vote in the election cycles of interest and opportunity to the Town for a potential future revenue measure, which could include November 2022. The sample will be developed to leverage Internet and telephone survey modalities.
4. Conducting an additional match of cell phone and landline numbers and matching any Town provided lists for additional email addresses (if needed).
5. Programming, testing & hosting the Internet version of the survey for voters with known email addresses and cell phones as provided in the State voter file.
6. Computer Aided Telephone Interviewing (CATI) programming the telephone version of the survey instrument for efficient data collection.
7. Recruitment of voters in our sampling design via an email to Internet and text to Internet recruitment process for voters with known email addresses and cell phone numbers in the voter file, respectively.
8. Conducting Internet and telephone interviews with up to 300 (n=300) total Town of San Anselmo voters. Interviews will be between 18 and 22-minutes in length, on average, and the Town will only be charged the total amount from the options on the last page of this agreement that reflects the final time-tested survey length for this specific study.
9. Merging the Internet and phone data files, processing the data collected according to strict quality control standards.

Godbe _____

San Anselmo _____



GODBE RESEARCH
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10. Providing the Town of San Anselmo with a topline report of initial findings for the revenue measure feasibility survey and meeting with the Town to review those findings.
11. Producing a written report of findings for the revenue measure feasibility survey, with complete crosstabulations for the Town of San Anselmo.
12. Developing a presentation of survey findings and presenting the results of the revenue measure survey to Town of San Anselmo staff/administration and the San Anselmo Town Council.
13. On-going post project consulting with Town and any other project consultants and stakeholders regarding results and recommendations from the revenue measure feasibility survey, as needed and directed by the Town.

As with all our voter polling projects, fifty percent (50%) of project fees will be billed upon the project kick-off meeting with that amount due Net 30. The remaining fifty percent (50%) will be billed upon fieldling of the voter survey, with that amount also due Net 30. Given an approximate eight-week timeframe for the revenue measure feasibility survey process start-to-finish, payment of invoices is roughly tied to a final survey questionnaire and delivery of the project report to the Town. Finally, the Town of San Anselmo will only be charged the total amount from the cost options on the last page of this agreement that reflects the final time-tested survey length for this specific study.

Sincerely:

Agreed and Accepted By:

Charles Hester
Vice President
Godbe Research

Mr. Jeff Zuba
Finance and Administrative
Services Director
Town of San Anselmo

Date

Date



GODBE RESEARCH
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PROJECT COST OPTIONS

The following cost options are associated with conducting an 18, 20 or 22-minute hybrid Internet and telephone survey of up to 300 (n=300) total Town of San Anselmo registered voters regarding the feasibility of placing a potential future revenue measure on an upcoming ballot, based on voter support, including November 2022. The costs outlined below will not change provided that the scope of work conforms to this letter of agreement. Should project parameters or Town needs change, we will be happy to provide amended costs prior to proceeding. Finally, the Town of San Anselmo will only be charged the total amount from the cost options below that reflects the final time-tested survey length for this specific study.

Hybrid Internet/Telephone Survey of up to 300 (n=300) Town Voters

<u>Project Task</u>	<u>18-min.</u>	<u>20-min.</u>	<u>22-min.</u>
Listed Voter Telephone Sample	\$800.00	\$800.00	\$800.00
Email Sample Purchase	\$600.00	\$600.00	\$600.00
Additional Cell and Email Matching	\$600.00	\$600.00	\$600.00
Internet Version Programming/Testing	\$4,750.00	\$5,000.00	\$5,250.00
CATI Programming of Telephone Version	\$1,350.00	\$1,500.00	\$1,650.00
Internet Version Recruitment/Hosting	\$500.00	\$500.00	\$500.00
Telephone Interviewing	\$5,600.00	\$6,800.00	\$8,000.00
Data Processing	\$800.00	\$800.00	\$800.00
Research Fee	\$7,250.00	\$7,250.00	\$7,250.00
Project Management	\$2,250.00	\$2,250.00	\$2,250.00
<u>Miscellaneous Expenses</u>	<u>\$250.00</u>	<u>\$250.00</u>	<u>\$250.00</u>
Revenue Measure Feasibility Survey Total	\$24,750.00	\$26,350.00	\$27,950.00

Agreed:

Agreed and Accepted By:

Charles Hester
Vice President
Godbe Research

Mr. Jeff Zuba
Finance and Administrative
Services Director
Town of San Anselmo

Date

Date