

**CONTRACT #C22-01
AGREEMENT FOR CONSULTANT SERVICES
BETWEEN
THE CITY OF ALBANY
AND
PROBOLSKY RESEARCH**

FOR PROJECT: COMMUNITY SATISFACTION & RACIAL EQUITY SURVEY

This AGREEMENT FOR CONSULTANT SERVICES ("AGREEMENT"), is made and entered into this ____ day of _____ 20__ by and among the City of Albany a California charter city ("CITY") and Probolsky Research [California corporation, partnership, LLC or LLP, or individual] ("CONSULTANT").

In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

SECTION 1. TERM OF AGREEMENT.

Subject to the provisions of SECTION 19 "TERMINATION OF AGREEMENT" of this AGREEMENT, the term of this AGREEMENT shall be for a period of one year from the date of execution of this AGREEMENT, as first shown above. Such term may be reduced or extended upon written agreement of both parties to this AGREEMENT.

SECTION 2. SCOPE OF SERVICES.

CONSULTANT agrees to perform the services set forth in EXHIBIT "A" "SCOPE OF SERVICES" and made a part of this AGREEMENT.

SECTION 3. ADDITIONAL SERVICES.

CONSULTANT shall not be compensated for any services rendered in connection with its performance of this AGREEMENT which are in addition to or outside of those set forth in this AGREEMENT or listed in EXHIBIT "A" "SCOPE OF SERVICES", unless such additional services are authorized in advance and in writing by the City Council or City Manager of CITY. CONSULTANT shall be compensated for any such additional services in the amounts and in the manner agreed to by the City Council or City Manager.

SECTION 4. COMPENSATION AND METHOD OF PAYMENT.

Subject to any limitations set forth in this AGREEMENT, CITY agrees to pay CONSULTANT the amounts specified in EXHIBIT "B" "COMPENSATION" and made a part of this AGREEMENT for services satisfactorily rendered under this AGREEMENT. The

total compensation payable, including reimbursement for actual expenses, shall not exceed Fifty-Seven Thousand Five Hundred Dollars (\$57,500) unless additional compensation is approved in writing by the City Council or City Manager.

Each month CONSULTANT shall furnish to CITY an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, sub-consultant contracts and miscellaneous expenses. CITY shall independently review each invoice submitted by the CONSULTANT to determine whether the work performed and expenses incurred are in compliance with the provisions of this AGREEMENT. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth below. In the event any charges or expenses are disputed by CITY, the original invoice shall be returned by CITY to CONSULTANT for correction and resubmission.

Except as to any charges for work performed or expenses incurred by CONSULTANT which are disputed by CITY, CITY will use its best efforts to cause CONSULTANT to be paid within thirty (30) days of receipt of CONSULTANT's invoice.

Payment to CONSULTANT for work performed pursuant to this AGREEMENT shall not be deemed to waive any defects in work performed by CONSULTANT.

SECTION 5. INSPECTION AND FINAL ACCEPTANCE.

CITY may inspect and accept or reject any of CONSULTANT's work under this AGREEMENT, either during performance or when completed. CITY shall reject or finally accept CONSULTANT's work within sixty (60) days after submitted to CITY. CITY shall reject work by a timely written explanation, otherwise CONSULTANT's work shall be deemed to have been accepted. CITY's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of CONSULTANT's work by CITY shall not constitute a waiver of any of the provisions of this AGREEMENT including, but not limited to, SECTIONS 15 and 16, pertaining to indemnification and insurance, respectively.

SECTION 6. OWNERSHIP OF DOCUMENTS.

All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by CONSULTANT in the course of providing any services pursuant to this AGREEMENT shall become the sole property of CITY and may be used, reused or otherwise disposed of by CITY without the permission of the CONSULTANT. Upon completion, expiration or termination of this AGREEMENT, CONSULTANT shall turn over to CITY all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

SECTION 7. CONSULTANT'S BOOKS AND RECORDS.

CONSULTANT shall maintain any and all documents and records demonstrating or relating to CONSULTANT's performance of services pursuant to this AGREEMENT. CONSULTANT shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to CITY pursuant to this AGREEMENT. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by CONSULTANT pursuant to this AGREEMENT. Any and all such documents or records shall be maintained for three years from the date of execution of this AGREEMENT and to the extent required by laws relating to audits of public agencies and their expenditures.

(b) Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, at any time during regular business hours, upon written request by CITY or its designated representative. Copies of such documents or records shall be provided directly to the CITY for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at CONSULTANT's address indicated for receipt of notices in this AGREEMENT.

(c) Where CITY has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or discarded due to dissolution or termination of CONSULTANT's business, CITY may, by written request, require that custody of such documents or records be given to the requesting party and that such documents and records be maintained by the requesting party. Access to such documents and records shall be granted to CITY, as well as to its successors-in-interest and authorized representatives.

SECTION 8. STATUS OF CONSULTANT.

(a) CONSULTANT is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of CITY. CONSULTANT shall have no authority to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against CITY, whether by contract or otherwise, unless such authority is expressly conferred under this AGREEMENT or is otherwise expressly conferred in writing by CITY.

(b) The personnel performing the services under this AGREEMENT on behalf of CONSULTANT shall at all times be under CONSULTANT's exclusive direction and control. Neither CITY, nor any elected or appointed boards, officers, officials, employees or agents of CITY, shall have control over the conduct of CONSULTANT or any of CONSULTANT's officers, employees or agents, except as set forth in this AGREEMENT. CONSULTANT shall not at any time or in any manner represent that CONSULTANT or any of CONSULTANT's

officers, employees or agents are in any manner officials, officers, employees or agents of CITY.

(c) Neither CONSULTANT, nor any of CONSULTANT's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to CITY'S employees. CONSULTANT expressly waives any claim CONSULTANT may have to any such rights.

SECTION 9. STANDARD OF PERFORMANCE.

CONSULTANT represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this AGREEMENT in a thorough, competent and professional manner. CONSULTANT shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this AGREEMENT, CONSULTANT shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of CONSULTANT under this AGREEMENT.

SECTION 10. COMPLIANCE WITH APPLICABLE LAWS, PERMITS, AND LICENSES.

CONSULTANT shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this AGREEMENT. CONSULTANT shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this AGREEMENT. Neither CITY, nor any elected or appointed boards, officers, officials, employees or agents of CITY, shall be liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this section.

CONSULTANT shall obtain and maintain in full force and effect during the term of this AGREEMENT a Business License from the CITY's Finance Department. Provide City of Albany Business License number and Expiration Date on Page 11 of this contract.

SECTION 11. NONDISCRIMINATION.

CONSULTANT shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this AGREEMENT.

SECTION 12. UNAUTHORIZED ALIENS.

CONSULTANT hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et M., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should

CONSULTANT so employ such unauthorized aliens for the performance of work and/or services covered by this AGREEMENT, and should any liability or sanctions be imposed against CITY for such use of unauthorized aliens, CONSULTANT hereby agrees to and shall reimburse CITY for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by CITY.

SECTION 13. PAYMENT OF A LIVING WAGE; FAILURE TO COMPLY.

By its signature hereunder, CONSULTANT certifies that it is aware of the CITY ordinance requiring all consultants who meet certain eligibility guidelines to pay covered employees a living wage as enumerated in the ordinance, and agrees to comply with such provisions before commencing the performance of work and/or services covered by this AGREEMENT. CONSULTANT agrees to provide CITY with documents and information verifying compliance with the requirements of the ordinance upon a request by CITY for such verification. CONSULTANT understands that failure to comply with any or all of the requirements of CITY'S living wage ordinance may result in sanctions including termination of the contract and the CITY'S or covered employees' pursuit of any available legal remedies. CONSULTANT further agrees to notify each of its affected employees in writing, upon commencement of performance of work and/or services covered by this AGREEMENT, of CONSULTANT'S obligation to pay a living wage as set forth in the CITY ordinance. This provision shall not be construed to limit CONSULTANT'S discretion to provide greater wages or benefits to its employees. Notwithstanding anything to the contrary, this provision shall not apply to work or services subject to state prevailing wage law codified at Labor Code sections 1720 *et seq.* and 1770 *et seq.*

SECTION 14. CONFLICTS OF INTEREST.

(a) CONSULTANT covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of CITY or which would in any way hinder CONSULTANT's performance of services under this AGREEMENT. CONSULTANT further covenants that in the performance of this AGREEMENT, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the City Manager. CONSULTANT agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY in the performance of this AGREEMENT.

(b) CITY understands and acknowledges that CONSULTANT is, or may be, as of the date of execution of this AGREEMENT, independently involved in the performance of non-related services for other governmental agencies and private parties. CONSULTANT is unaware of any stated position of CITY relative to such projects. Any future position of CITY on such projects shall not be considered a conflict of interest for purposes of this section.

SECTION 15. CONFIDENTIAL INFORMATION AND RELEASE OF INFORMATION.

(a) All information gained or work product produced by CONSULTANT in performance of this AGREEMENT shall be considered confidential, unless such information is in the public domain or already known to CONSULTANT. CONSULTANT shall not release or disclose any such information or work product to persons or entities other than CITY without prior written authorization from the City Administrator, except as may be required by law.

(b) CONSULTANT, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Manager or unless requested by the City Attorney of CITY, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this AGREEMENT. Response to a subpoena or court order shall not be considered "voluntary" provided CONSULTANT gives CITY notice of such court order or subpoena.

(c) If CONSULTANT, or any officer, employee, agent or subcontractor of CONSULTANT, provides any information or work product in violation of this AGREEMENT, then CITY shall have the right to reimbursement and indemnity from CONSULTANT for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of CONSULTANT's conduct.

(d) CONSULTANT shall promptly notify CITY should CONSULTANT, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this AGREEMENT and the work performed thereunder. CITY retains the right, but has no obligation, to represent CONSULTANT or be present at any deposition, hearing or similar proceeding. CONSULTANT agrees to cooperate fully with CITY and to provide CITY with the opportunity to review any response to discovery requests provided by CONSULTANT. However, this right to review any such response does not imply or mean the right by CITY to control, direct, or rewrite said response.

SECTION 16. INDEMNIFICATION.

(a) CITY and its elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "INDEMNITEES") shall have no liability to CONSULTANT or any other person for, and CONSULTANT shall indemnify, defend, protect and hold harmless INDEMNITEES from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements (collectively "CLAIMS"), which INDEMNITEES may suffer or incur or to which INDEMNITEES may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise

occurring as a result of or allegedly caused by the CONSULTANT's performance of or failure to perform any services under this AGREEMENT or by the negligent or *willful* acts or omissions of CONSULTANT, its agents, officers, directors, subcontractors or employees, committed in performing any of the services under this AGREEMENT.

(b) If any action or proceeding is brought against INDEMNITEES by reason of any of the matters against which CONSULTANT has agreed to indemnify INDEMNITEES as provided above, CONSULTANT, upon notice from CITY, shall defend INDEMNITEES at CONSULTANT's expense by counsel acceptable to CITY, such acceptance not to be unreasonably withheld. INDEMNITEES need not have first paid for any of the matters to which INDEMNITEES are entitled to indemnification in order to be so indemnified. The insurance required to be maintained by CONSULTANT under SECTION 16 shall ensure CONSULTANT's obligations under this section, but the limits of such insurance shall not limit the liability of CONSULTANT hereunder. The provisions of this section shall survive the expiration or earlier termination of this AGREEMENT.

(c) If CONSULTANT's obligation to defend, indemnify, and/or hold harmless arises out of CONSULTANT's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, CONSULTANT's indemnification obligation shall be limited to CLAIMS that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT, and, upon CONSULTANT obtaining a final adjudication by a court of competent jurisdiction, CONSULTANT's liability for such claim, including the cost to defend, shall not exceed the CONSULTANT's proportionate percentage of fault.

(d) The provisions of this section do not apply to CLAIMS occurring as a result of the CITY's sole negligence or *willful* acts or omissions.

SECTION 17. INSURANCE.

CONSULTANT agrees to obtain and maintain in full force and effect during the term of this AGREEMENT the insurance policies set forth in EXHIBIT "C" "INSURANCE" and made a part of this AGREEMENT. All insurance policies shall be subject to approval by CITY as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Administrator. CONSULTANT agrees to provide CITY with copies of required policies upon request.

SECTION 18. ASSIGNMENT.

The expertise and experience of CONSULTANT are material considerations for this AGREEMENT. CITY has an interest in the qualifications of and capability of the persons and entities who will fulfill the duties and obligations imposed upon CONSULTANT under this AGREEMENT. In recognition of that interest, CONSULTANT shall not assign or transfer this AGREEMENT or any portion of this AGREEMENT or the performance of any of

CONSULTANT's duties or obligations under this AGREEMENT without the prior written consent of the CITY. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this AGREEMENT entitling CITY to any and all remedies at law or in equity, including summary termination of this AGREEMENT. CITY acknowledges, however, that CONSULTANT, in the performance of its duties pursuant to this AGREEMENT, may utilize subcontractors.

SECTION 19. CONTINUITY OF PERSONNEL.

CONSULTANT shall make every reasonable effort to maintain the stability and continuity of CONSULTANT's staff assigned to perform the services required under this AGREEMENT. CONSULTANT shall notify CITY of any changes in CONSULTANT's staff assigned to perform the services required under this AGREEMENT, prior to any such performance.

SECTION 20. TERMINATION OF AGREEMENT.

(a) CITY may terminate this AGREEMENT, with or without cause, at any time by giving thirty (30) days written notice of termination to CONSULTANT. In the event such notice is given, CONSULTANT shall cease immediately all work in progress.

(b) CONSULTANT may terminate this AGREEMENT at any time upon thirty (30) days written notice of termination to CITY. In the event such notice is given, CONSULTANT shall cease immediately all work in progress.

(c) If either CONSULTANT or CITY fail to perform any material obligation under this AGREEMENT, then, in addition to any other remedies, either CONSULTANT, or CITY may terminate this AGREEMENT immediately upon written notice.

(d) Upon termination of this AGREEMENT by either CONSULTANT or CITY, all property belonging exclusively to CITY which is in CONSULTANT's possession shall be returned to CITY. CONSULTANT shall furnish to CITY a final invoice for work performed and expenses incurred by CONSULTANT, prepared as set forth in SECTION 4 of this AGREEMENT. This final invoice shall be reviewed and paid in the same manner as set forth in SECTION 4 of this AGREEMENT.

SECTION 21. DEFAULT.

In the event that CONSULTANT is in default under the terms of this AGREEMENT, the CITY shall not have any obligation or duty to continue compensating CONSULTANT for any work performed after the date of default and may terminate this AGREEMENT immediately by written notice to the CONSULTANT.

SECTION 22. EXCUSABLE DELAYS.

CONSULTANT shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of CONSULTANT. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of CITY, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this AGREEMENT shall be equitably adjusted for any delays due to such causes.

SECTION 23. COOPERATION BY CITY.

All public information, data, reports, records, and maps as are existing and available to CITY as public records, and which are necessary for carrying out the work as outlined in the EXHIBIT "A" "SCOPE OF SERVICES", shall be furnished to CONSULTANT in every reasonable way to facilitate, without undue delay, the work to be performed under this AGREEMENT.

SECTION 24. NOTICES.

All notices required or permitted to be given under this AGREEMENT shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

To CITY: Nicole Almaguer
City Manager
City of Albany
1000 San Pablo Avenue
Albany, CA 94706

To CONSULTANT: Adam Probolsky
President
Probolsky Research
100 Pine Street, Suite 1250
San Francisco, CA 94111
adamp@probolskyresearch.com

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

SECTION 25. AUTHORITY TO EXECUTE.

The person or persons executing this AGREEMENT on behalf of CONSULTANT represents and warrants that he/she/they has/have the authority to so execute this AGREEMENT and to bind CONSULTANT to the performance of its obligations hereunder.

SECTION 26. BINDING EFFECT.

This AGREEMENT shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

SECTION 27. MODIFICATION OF AGREEMENT.

No amendment to or modification of this AGREEMENT shall be valid unless made in writing and approved by the CONSULTANT and by the CITY. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

SECTION 28. WAIVER

Waiver by any party to this AGREEMENT of any term, condition, or covenant of this AGREEMENT shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this AGREEMENT shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this AGREEMENT. Acceptance by CITY of any work or services by CONSULTANT shall not constitute a waiver of any of the provisions of this AGREEMENT.

SECTION 29. LAW TO GOVERN; VENUE.

This AGREEMENT shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in Alameda County. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Northern District of California, in San Francisco.

SECTION 30. CLAIMS.

All claims arising out of or related to this agreement must be presented not later than six (6) months after the accrual of the cause of action. Such claims shall be governed by the provisions of the Albany Municipal Code and such claims shall further be governed by the provisions of section 930.4 of the Government Code for the purposes of filing leave to present a later claim. It is further provided that subdivision (b) of section 911.4 sections 911.6 to 912.2, inclusive and section 946.6 are applicable to all such claims, and the time specified in this agreement shall be deemed the "time specified" in section 911.2 within the meaning of sections 911.6 and 946.6.

SECTION 31. W-9 FORM

Complete the attached EXHIBIT "D W-9 FORM" that will be removed from this contract and forwarded to our Finance Department for use during invoice processing.

SECTION 32. ENTIRE AGREEMENT.

This AGREEMENT, including the attached EXHIBITS "A" through "D", is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between CONSULTANT and CITY prior to the execution of this AGREEMENT. No statements, representations or other agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding. No amendment to this AGREEMENT shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

SECTION 33. SEVERABILITY.

If any term, condition or covenant of this AGREEMENT is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this AGREEMENT shall not be affected thereby and the AGREEMENT shall be read and construed without the invalid, void or unenforceable provision(s).

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed the day and year first above written.

CITY OF ALBANY:

By _____
Nicole Almaguer, City Manager

Date _____

CONSULTANT:

By _____
(Authorized Officer)

Name:

Title:

By _____
(Authorized Officer)

Name:

Title:

City of Albany Business License

BL # _____

Expiration Date:

ATTEST:

Anne Hsu, City Clerk

Date _____

Management Overview and Approach

We begin every research project by understanding how our client got to this moment in time. We are aware that formal surveys have primarily been focused on polling of registered voters in advance of general municipal elections to help inform decisions regarding potential ballot measures – the most recent of which was conducted in 2020 to gauge support for prospective ballot measures for the November 2020 election. We are also aware that now the City's intent is to conduct a broader community survey beginning in 2022 that includes a representative sample of the Albany community, and to consider conducting surveys on a regular frequency in the future, such as on a two-year cycle. Our initial survey should include questions that could be used as a benchmark for future surveys.

You cannot overwhelm us with background information and data. We expect to pour through staff reports, news clips and social media posts talking about the City. We believe this is an essential part of ensuring we can be strategic partners. There is nothing peripheral about our work.

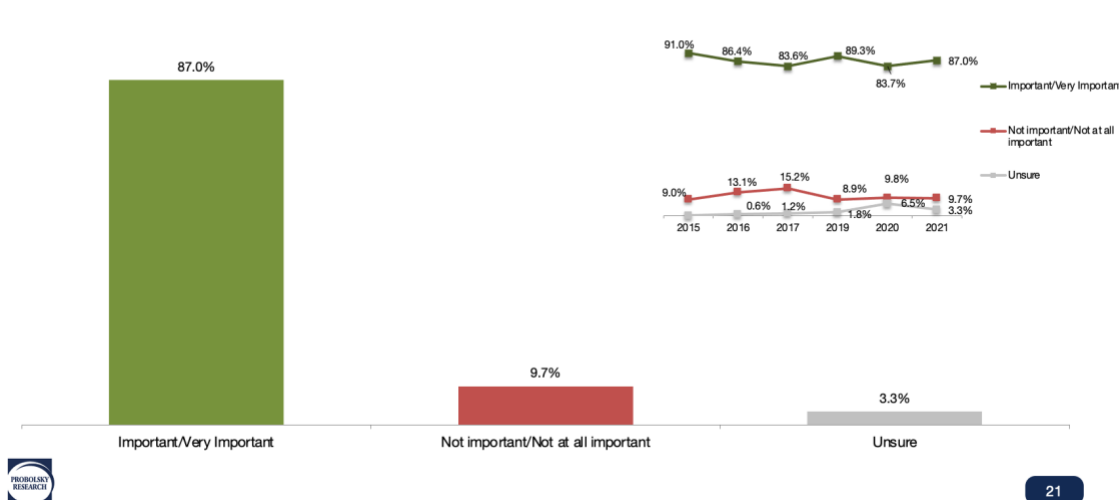
Goals

Specifically, we will:

- **Create** survey instruments, work plans and schedules, in consultation with City staff
- **Collaborate** with City staff to determine the most cost-effective, reasonable, and productive survey methodology. Provide recommendations on the number of survey questions, suggested content and questions, and duration of survey to maximize engagement results
- **Develop** survey questions to gauge community perceptions regarding: demographic information, important issues facing the City, quality of life, racial equity, and inclusion, satisfaction with City services, and sense of community
- **Review** survey questions with City staff in coordination with a subset of appointed/elected officials.
- **Recommend** appropriate methodologies and strategies for providing the best data samples, objective results, and valid findings, including one or a combination of medium such as phone, mail or internet

87% say parks and recreation are important

Question 5: How important are local parks and recreation opportunities to your quality of life?



EXAMPLE: Results tracking over time (City of Napa, CA)

Survey Process

We will meet with City staff to develop the themes and essential questions the research needs to answer.



Using the information gleaned from meetings, conference calls, past research, background information provided by staff, and our own open-source preliminary research, we will make recommendations for the number of questions, suggested content and questions, and duration of survey to maximize engagement results.

We are always available to our clients. We will continually keep the City informed of progress with meetings and updates. We will accommodate any meeting or call schedule staff requests. As an example, this might include daily emails, weekly calls, and monthly meetings. At least one project team member will be available 24/7 for urgent matters.

Following meetings or conference calls in which we discuss proposed modifications, Probolsky Research will incorporate agreed-upon changes. We recognize that this may require several rounds of revisions. Once we produce the final draft, we will submit the questionnaire for final approval before the survey is translated and fielded.

Conducting the Survey

Once the questionnaire has been finalized, we professionally translate the questionnaire into the languages decided on, create phonetic pronunciations of names for telephone responses, and establish quotas to match resident demographics and geographic location within the City, and program the quotas, along with the survey, into our software utilized for telephone and online responses.

After programming, the survey is tested for logic and presentation. Once this initial testing has been completed, we conduct a soft launch, also known as a pre-test, of the survey and collect 20 completed interviews. Once the pre-test collection period is complete, our team meets to go over the results and address any problem areas that come to light, adjusting the survey as necessary.

We conduct quality control checks on a regular basis throughout the survey process. We check for correct skip patterns, randomization and rotation, and completeness of responses. We also actively monitor to ensure that respondents will match the demographic make-up of Albany residents.

Verbatim Responses to Open-Ended Questions

Once we code the responses to open-ended questions into categories, we analyze the tone and word choices and overlay demographic data for each response. This demographic overlay will provide the City with a deep understanding of the opinions by age, ethnicity, gender, language, etc. when reading their comments. Here is an example:

Female, Asian, 40-54, English
Question: What is the top issue facing your community?
Answer: Activities for teens

Example of a verbatim response with demographic overlay

Methodology and Sample

Statistically Valid Multi-mode, Multi-lingual Survey Approach

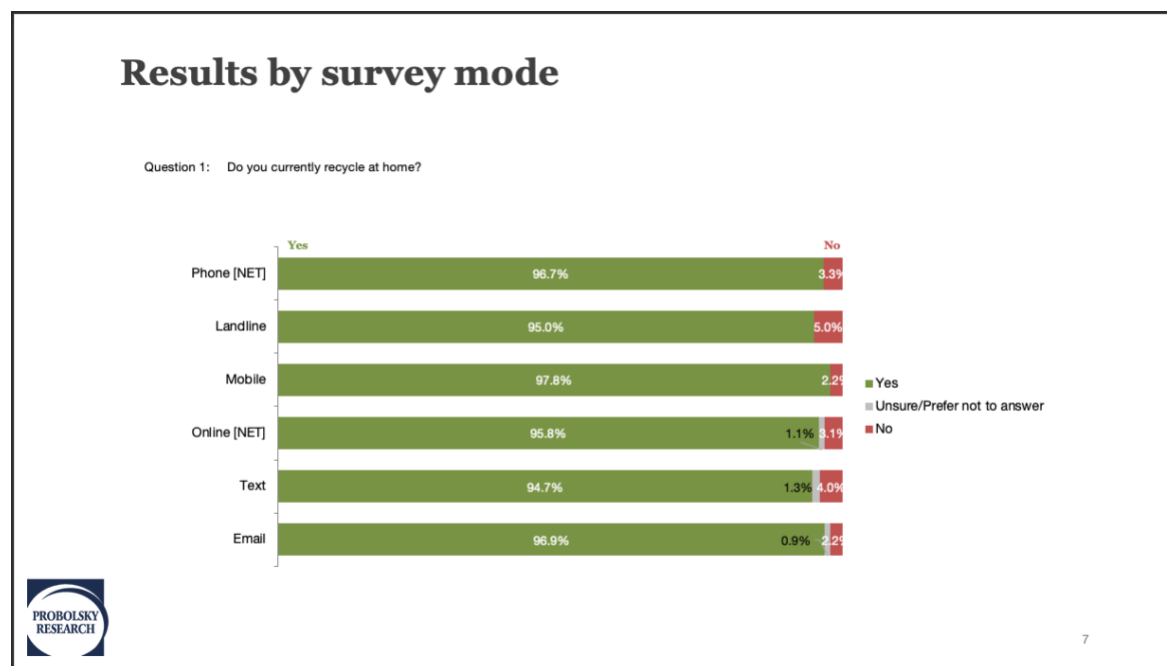
We recommend using a multi-mode methodology for this survey, meaning that we will conduct the survey by telephone using our live U.S.-based professional interviewers, and online via our secure digital platform.

This multi-mode approach maximizes the accuracy and reach of the research (especially when contacting hard-to-reach groups), increases participation rates, and minimizes response bias. Most people are more likely to respond to an email or text message and complete a survey online. Incidentally, this includes more seniors than millennials. Of course, some people still prefer to speak on the phone.

We believe that conducting research in the language most comfortable to respondents is critical in obtaining accurate results in a statistically valid survey and is one of the best ways to alleviate language barriers. We will include Chinese and Spanish in both the telephone and online survey modes. Participants can choose their preferred language at the onset of their survey experience. We initiate all interviewing calls with live U.S.-based interviewers in English and will switch to Chinese or Spanish upon request or when a clear language communication issue presents itself.

For the online mode, we email or send a text message invitation and provide a secure link for the individual to access the survey online. Our online survey platform is easy to use and allows participants to complete the survey from any device: computer, tablet, or mobile phone.

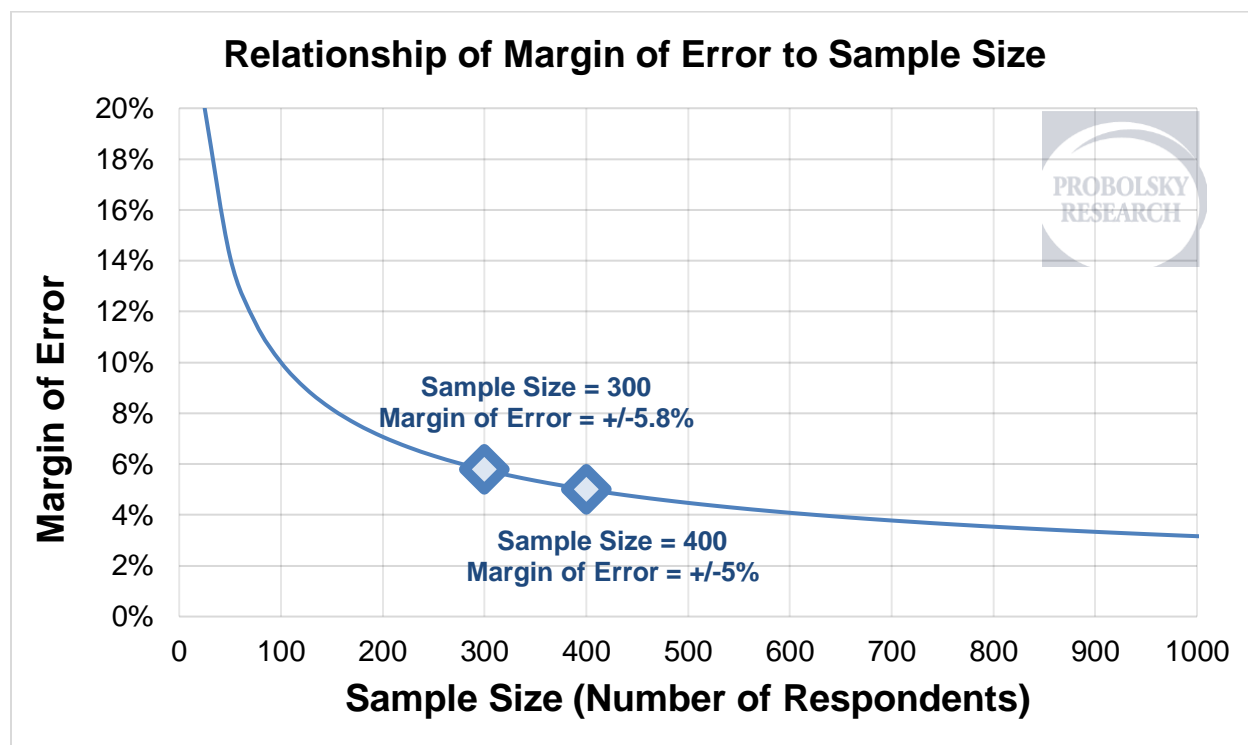
After launching the online portion of the survey, we contact participants who have not already completed the survey online, on their landline and mobile phones. We place no limit on the number of completed responses via mobile phone – we match the population that uses mobile phones exclusively or prefer to respond on mobile phones in general. Below is an example of our reporting by survey mode.



EXAMPLE: Survey mode results (Dakota County Recycling and Trash, MN)

Preferred Sample Size for Community Satisfaction and Equity Survey

A sample size of at least 300 residents is robust and will be more than adequate to fulfill the City's goals. A sample of 300 completed interviews among residents will yield a $\pm 5.8\%$ margin of error at a 95% level of confidence. The sample will be equitable, diverse, and inclusive of all residents – allowing for statistically reliable comparisons among all subgroups of Albany's population (e.g., by demographic variables). We have also provided an option for 400 completed surveys. Survey content, duration, and number of questions will be decided in consultation with City staff.



Sample Stratification

The statistically valid sample file of Albany residents will be secured by Probolsky Research, at our expense, from consumer and government databases that include emails and phone numbers – (landlines and mobile phones) and is inclusive of all City residents, both demographically and geographically.

Unique to Probolsky Research: **We match the demographics of Albany residents.** This means we do not use mathematical calculations to weight results after we have completed the survey—we capture real responses of the right number of each gender, age group, ethnicity, etc. This is critical to accuracy. Weighting of results in any survey is unnecessary and could compromise the accuracy of the data.

Data Analysis

We complete comprehensive statistical analyses of the research results, utilizing software programs, including IBM, SPSS, and R to conduct deep statistical testing, such as multiple regression analysis. This helps us discover and present statistically significant results – beyond the broad opinions – and understand the specific factors that contribute to attitudes and beliefs of residents. Such analyses are crucial in identifying gaps in public perception and awareness. Once we have run all analyses on results, cross tabulations are developed, graphics are generated, and other elements of the report are prepared.

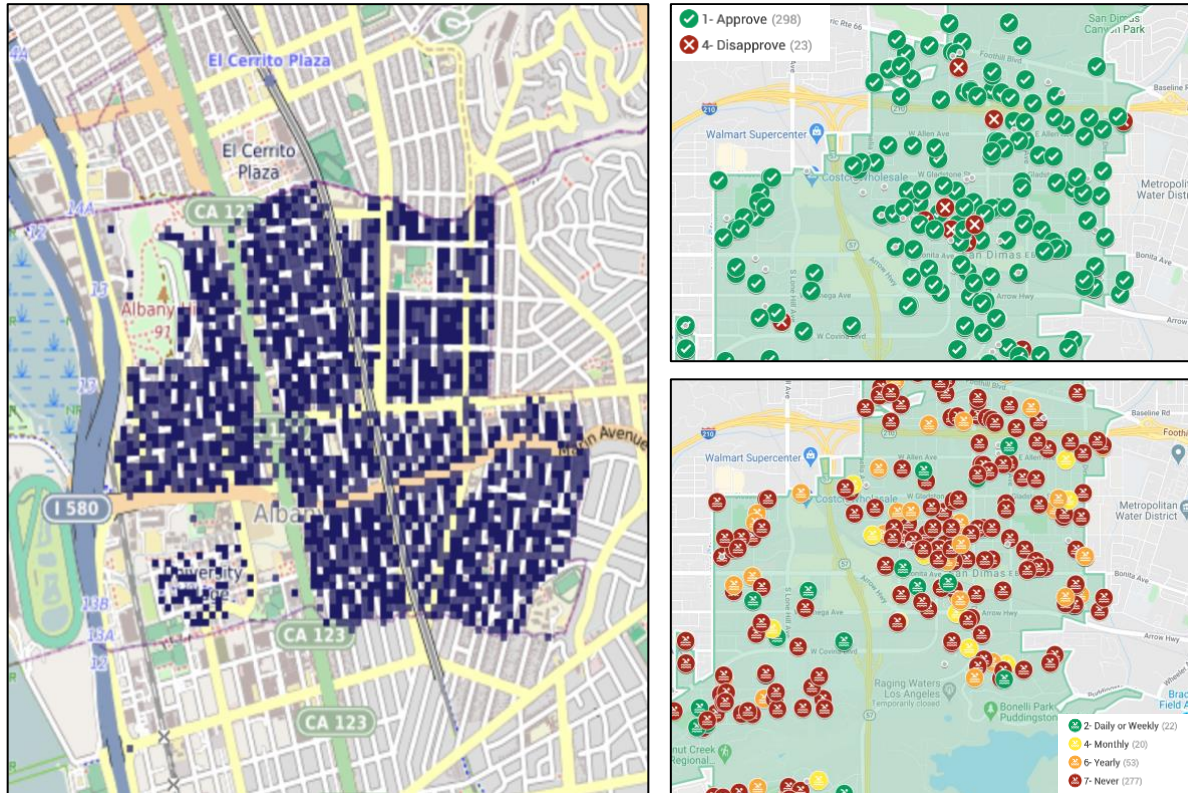
Reporting – Surveys

Our reporting is comprehensive and immediately usable by decision makers. Our reporting includes:

1. Summary of survey results, detailed analysis, and final report for presentation
2. Findings in PowerPoint presentation format – focused on actionable and usable data results, graphics, benchmarking data and crosstabulations
3. Report on results, including survey background and results, methodological description, questionnaire, survey top lines (displaying the aggregate percentages of responses to each question), cross-tabulations based on key demographic information, open-ended question responses with demographic overlay, analysis, conclusions, and recommendations
4. Deliver results electronically and via hard copy
5. Presentations to key staff and other audiences as directed by staff
6. In-person meetings, presentations, and conference calls, ongoing consulting

GIS Mapping

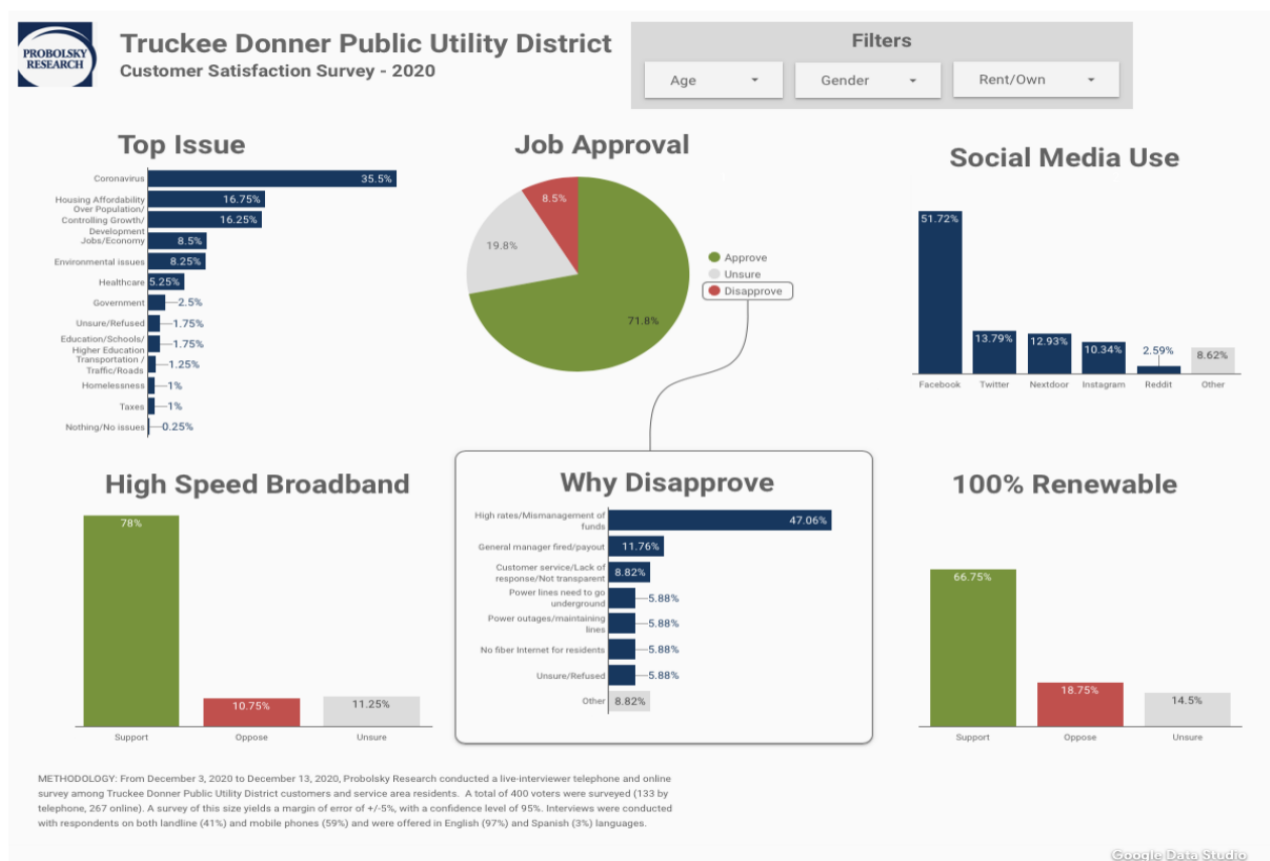
GIS mapping of results is included. We will map survey respondents and their responses to different questions geographically. Our method ensures that individual respondents cannot be identified.



EXAMPLE: Albany residents mapped (left). Respondents mapped by geography and response to questions (San Dimas, CA- right)

Results Dashboards

Probolsky Research offers interactive results dashboards to display key findings from our research. Each results dashboard is customized to meet the City's needs and goals. Results dashboards allow users to filter data based on specific demographics. Below is an example of a dashboard which you can explore: <https://www.probolskyresearch.com/dashboard/>



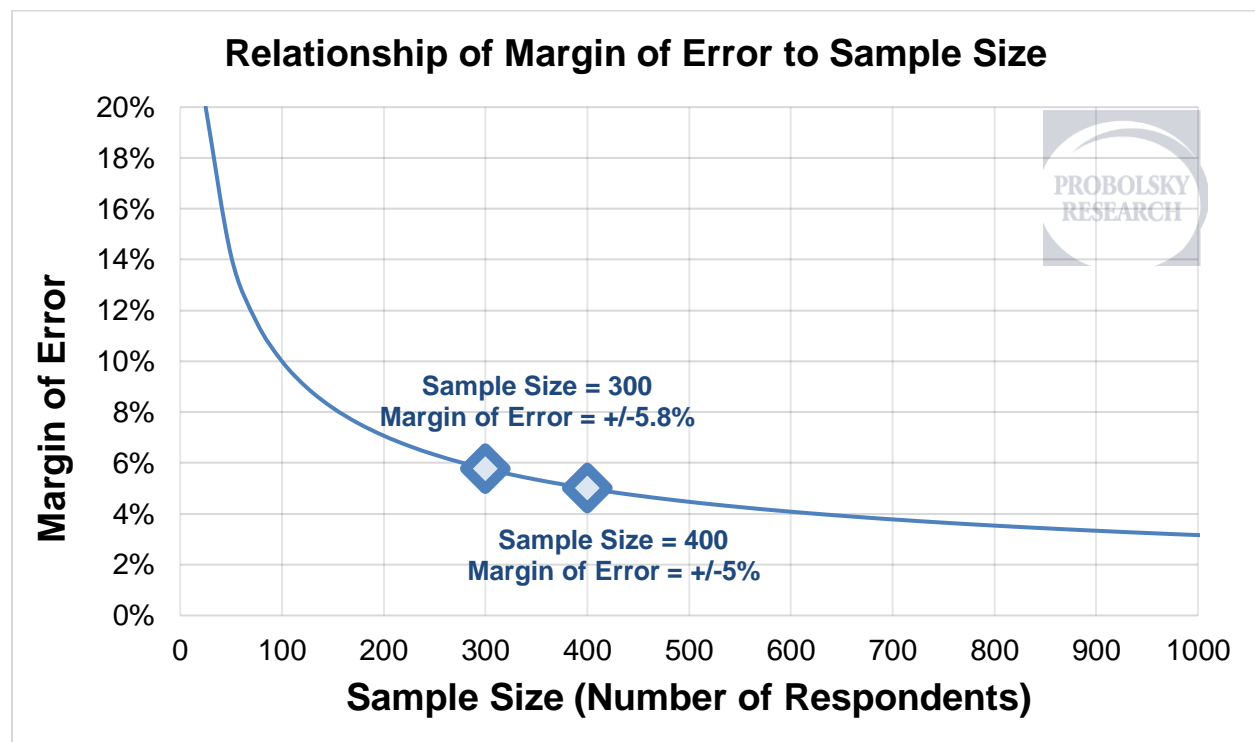
Voter Polling Services (optional)

City of Albany Voter Analysis¹

We have conducted an initial analysis of Albany voters. Among the 12,175 registered voters in the City, 8% are Latino, and 18% are Asian. Some 19% of your voters were born outside the United States. Over half (53%) are homeowners. There are more Democratic voters (71%) than any other party, Republican voters total 5% and voters who do not affiliate with a party total 24%.

Preferred Sample Size for Voter Polling Services

A sample size of at least 300 voters is robust and will be more than adequate to fulfill the City's goals. A sample of 300 completed interviews among voters will yield a $\pm 5.8\%$ margin of error at a 95% level of confidence. The sample will be equitable, diverse, and inclusive of all voters – allowing for statistically reliable comparisons among all subgroups of Albany's population (e.g., by demographic variables). We have also provided an option for 400 completed surveys.



The statistically valid sample file of Albany voters will be secured by Probolsky Research, at our expense, from the voter file compiled by the Alameda County Registrar of Voters that include email and phone numbers – (land lines and mobile phones).

Unique to Probolsky Research: We match the demographics of Albany voters. This means we do not use mathematical calculations to weight results after we have completed the survey—we capture real responses of the right number of each gender, age group, ethnicity, party preference, etc. This is critical to accuracy. Weighting of results in any survey is unnecessary and could compromise the accuracy of the data.

¹ City of Albany voter analysis is based on data from the Alameda County Registrar of Voters

Voter Polling Strategy

Once we are engaged, there are many other data points we will analyze, not the least of which is turnout history. We cannot take a formulaic approach to understanding the experience of the likely voter.

A “poll” may not give us all the data you need to understand voter sentiments. We need to get to the root of voter opinions and the emotional drivers that will move them. This is one of the reasons that we have a clinical social worker on staff who informs every aspect of the research process. This is also why we recommend conducting focus groups prior to the survey research.

Probolsky Research has acted as pollster and strategic advisor on hundreds of local, county, and statewide campaigns and ballot measures. Our firm has successfully passed ballot measures. We know how to win, and we bring our unique set of expertise to this project. Our research has provided guidance to our clients on tax measures for general taxes, utility user taxes, transportation, streets and roads, education, libraries, parks and open space, community facilities, public safety, transient occupancy taxes, landscape lighting districts, cannabis, fire and paramedic services, healthcare, and hospitals.

We also have the unique advantage of having been on the opposing side of new measures and succeeding. No other public agency research firm in California has this kind of unique background. This helps us to better understand, test, and overcome opposition messaging and strategy.

Probolsky Research conducts objective research and provides impartial analysis. Sometimes our results are not what our clients want to hear, but we never sugar-coat our findings. As researchers and strategists, it is our job to find the right messages and to develop a strategy that works. We are passionate about local government —we do not give up easily. Initiating public education and outreach requires nuance and strategy. We provide guidance at every step of the way, from staff report language to ballot label and statement to the last Nextdoor post before Election Day.

Voter Turnout Modeling

Knowing what questions to ask is only one aspect of determining voter opinions. Modeling for turnout presents a uniquely challenging task. Developing a turnout model requires careful examination of voter history in the City and a review of the factors impacting turnout in the November 2022 election.

Key to our accuracy is that we do not rely solely on asking voters how likely they are to vote in an upcoming election. While this seems like the obvious way to determine likelihood of participation, it does not capture true turnout. The reason: voters don’t like to admit failing in their duty to fulfill the social contract of voting. Respondents claim they are more likely to participate than they are — especially if they are younger or newer Americans.

By understanding these differences and getting turnout right, we will know the relative importance of key messages, targetable voting blocs (and how receptive they are to alternative messaging) and will be able to direct outreach resources accordingly. Virtually every successful new measure in California has a research component and an outreach component. Absent such efforts, success is unlikely.

Second only to research, we love storytelling. And the City’s history, strong communities and diverse population make this a challenge we are excited to take on. Our in-house strategy, graphic and video production team will develop compelling content that will speak to the public in an organic tone using data driven messages.

We do not charge for communications and outreach services. The City will pay for hard costs like printing, mailing and buying advertising.



Additional Outreach Services (optional)

Messaging: Talking Points, Presentation Deck & Frequently Asked Questions (FAQ)

We will help with the development of talking points for City staff and elected officials as well as an easily customizable presentation deck for use in public forums and coffees with the media and one-on-one briefings. Additionally, we will assist with the development of a Frequently Asked Questions document (FAQ) that can be posted on the website and shared with the media and public and easily updated as the outreach campaign progresses, and new concerns are identified.

Earned Media

We will provide staff with all message training for media outreach for effectively telling the City's story. We recommend that a member of City staff or an elected leader (not an outside consultant) be the designated spokesperson(s) and quotable source(s) regarding the ballot measure.

Public Outreach Meetings

Holding public outreach meetings is an essential part of communicating your message to the members of the community who want to learn more and voice their concerns. They are also great venues for identifying key concerns that might come up over the course of outreach efforts. In addition to larger groups hosted at City Hall, we recommend hosting smaller events – known as coffees – at the homes of residents who, over the course of your outreach, express interest in the measure. Invitations would be sent in the form of emails and post cards to neighbors to encourage their attendance where City staff could talk about the measure and answer questions.

Transparency: Website and Social Media

One key to establishing trust in any public agency is an easy to reach, easy to navigate, information-packed website dedicated to the ballot measure. We highly recommend establishing and maintaining a unique, City-managed web presence for the purposes of the proposed ballot measure if the decision is made to move forward.

The website can be hosted on the City's regular server but have its own unique and easy to remember domain such as www.AlbanyMeasureX.com – we will work with staff and the consulting team to develop the content for the website.

Social media is important. There are voters who regularly use each of the different social media platforms to get their news. We strongly recommend establishing and maintaining a presence on Facebook, Twitter, Instagram and Nextdoor. As well as video content on YouTube. You will be able to tell your story on these platforms with ease. We can help to develop the relevant content (text, pictures, and video), schedule, and work with staff on a message calendar. These are easy ways for the City to establish a higher level of trust with the voters and have an ongoing dialogue with them.

Direct Mail and Printed Collateral

Ideally, the City would send a newsletter with regularity, updating residents about the City's operations and the impacts of the new revenue measure passing or failing. We would design, print, and mail this, along with other direct mail and collateral materials for handing out at public forums.

TV and Internet Pre-roll Video

We would use our in-house resources to develop =:15 and :30 second commercials for use on cable TV and in highly targeted online video ads called pre-roll. These videos would also be used on the website and on social media.



Ballot Language

We have a long history of expertise crafting effective ballot measure language, including the very important ballot label and ballot arguments. We will work closely with the City Attorney on any language seen by the voters.

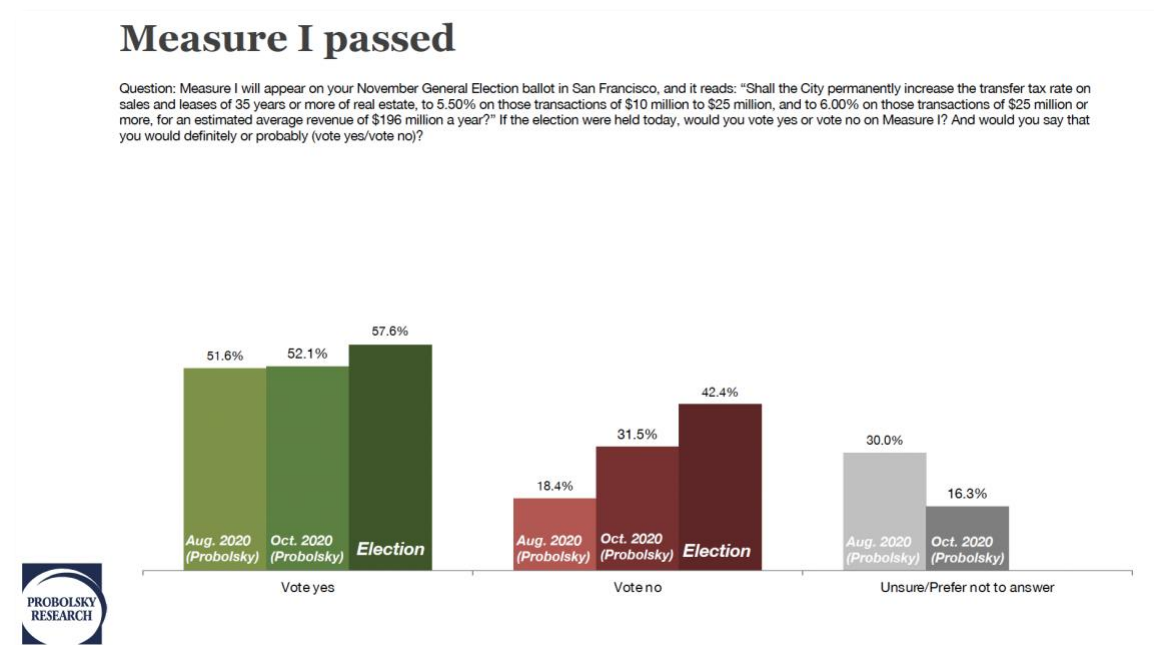
Legal Advice

We do not offer legal advice. We do, however, know that the law does not allow the City to advocate for the passage of a local tax measure. We do expect that the City Attorney will agree that a broad-based public campaign to educate the public on the pros and cons of a new revenue measure is merited and is an important part of government transparency.

Tracking Survey

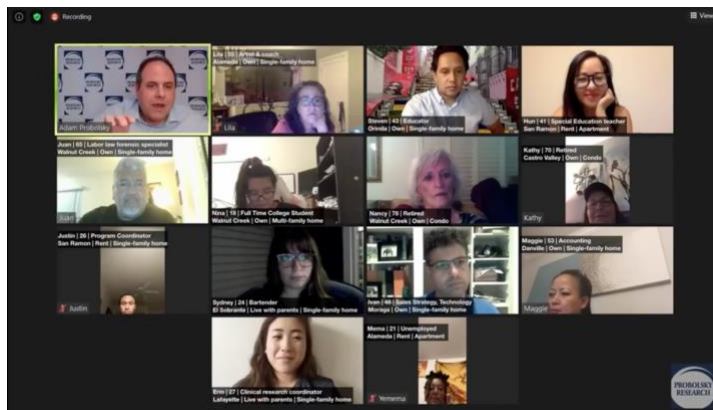
In addition to the initial multi-mode survey we conduct for the City, we are offering to conduct a tracking survey to test movement in voter sentiments after public outreach efforts have been conducted and leading up to the election. Tracking surveys would augment the initial research, helping the City maintain a firm grasp on how voters are receiving public outreach strategy messages and allows for adjustments to targeting as the election approaches. Below is an example tracking survey, comparing our results against the actual outcome.

Probolsky Research has a 100% accuracy record for predicting outcomes.



EXAMPLE: Measure I tracking survey (San Francisco, CA)

Focus Groups



Example of online video focus group platform. For online focus groups, we will recruit with the goal of having 10-40 participants depending on the format. Online focus groups via video conference platform are usually in groups of about twelve.

Focus groups can be conducted in-person or online and will help identify key issues of interest to the City. Focus groups will allow for the testing/refining of ideas. We often uncover new concerns and opinions – not on the radar of the City.

Focus groups will specifically help to capture group vernacular and tone, helping the City to match resident language when conducting outreach.

For online focus groups we use a video conferencing and a discussion response

Discussion response focus groups that can be conducted over the course of several days with 20 - 40 participants and allow for deeper conversations with each participant. Participants are recruited to reflect the demographic diversity of the City.

In advance of groups, we will develop a discussion guide in collaboration with staff. Reporting includes analysis, summary report, transcripts, and edited video with participant demographic overlay. Our focus group process includes participant recruitment and incentives, discussion guide design, audio- and videorecording, transcription, and reporting and analysis.

Reporting – Focus Groups

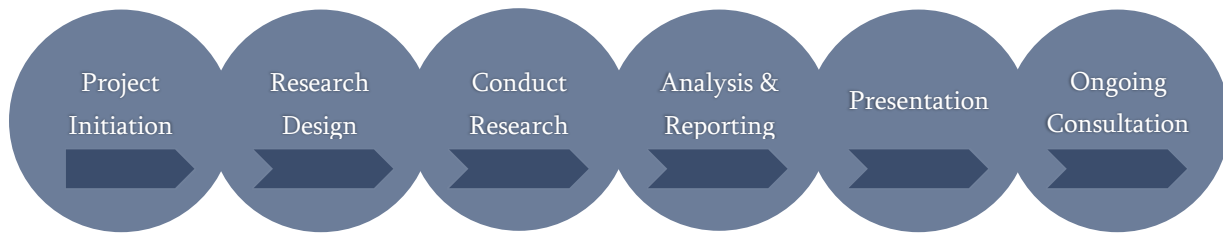
1. Focus group transcript
2. Reporting and analysis
3. Video with demographic overlay (if applicable)

Focus Group Options Explained

In-person	Online video	Online Discussion
10-12 participants	8-12 participants	20-40 participants
90-minute sessions	90-minute sessions	3-5 day session
Present visuals	Present visuals	Present visuals
Participants in-person	Participants live on screen	No participant video, anonymity
Reporting in 10 days	Reporting in 10 days	Reporting in 10 days

Timeline

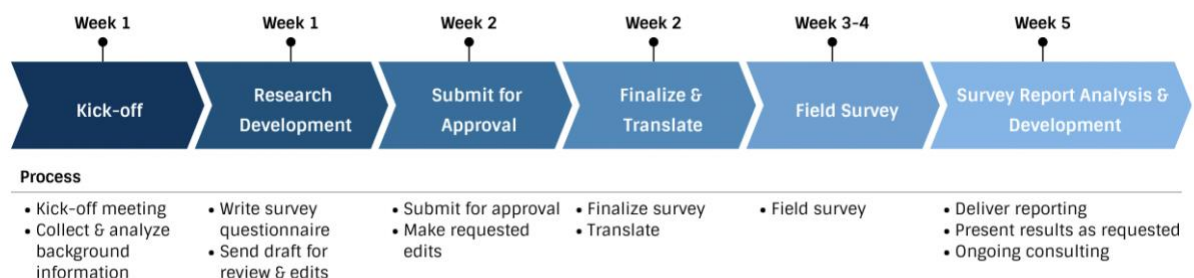
We have a simplified process that delivers accurate and actionable results.



We can meet any timeline the City provides. We see no challenges in completing this project on time. We can start our work for the City immediately.

Below is an example timeline that can be easily modified. Should the City decide to move forward with voter polling, we will develop a more comprehensive timeline in advance of the 2022 election.

Project Schedule



Price Quotation & Timeline

Our pricing is all inclusive. **We do not charge by the hour or for expenses.** We welcome the chance to develop the ideal methodology and budget in discussion with staff. We are flexible.

Multi-mode Survey Pricing

Number of Questions/Time	Universe	Number of Respondents	Margin of Error	Cost
To Be Determined	City of Albany residents	300	+/-5.8%	\$18,750
To Be Determined	City of Albany residents	400	+/-5%	\$25,000
Languages: Chinese, English, and Spanish				
Level of confidence: 95%				
Mode: Telephone (landline and mobile phones) and Online (via email and text-to-web)				

Voter Polling Services Pricing (optional)

Number of Questions/Time	Universe	Number of Respondents	Margin of Error	Cost
To Be Determined	City of Albany likely voters	300	+/-5.8%	\$18,750
To Be Determined	City of Albany likely voters	400	+/-5%	\$25,000
To Be Determined	***TRACKING SURVEY*** City of Albany likely voters	300	+/-5.8%	\$7,500
Languages: Chinese, English, and Spanish				
Level of confidence: 95%				
Mode: Telephone (landline and mobile phones) and Online (via email and text-to-web)				

Focus Groups Pricing (optional)

Type of Focus Group	Cost
In-person, online video, or online discussion	\$15,900 per group