

PROFESSIONAL CONSULTANT SERVICES AGREEMENT

UNIVERSITY ENTERPRISES CORPORATION AT CSUSB

Quality of Life Survey

THIS PROFESSIONAL CONSULTANT SERVICES AGREEMENT (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023 (“Effective Date”), by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation (“City”), and UNIVERSITY ENTERPRISES CORPORATION AT CSUSB, a California non-profit corporation – public benefit (“Consultant”).

1. **Scope of Services.** City agrees to retain and does hereby retain Consultant and Consultant agrees to provide the services more particularly described in Exhibit “A,” “Scope of Services” (“Services”), attached hereto and incorporated herein by reference, in conjunction with a Quality of Life Survey (“Project”).

2. **Term.** This Agreement shall be effective on the date first written above and shall remain in effect until June 30, 2024, unless otherwise terminated pursuant to the provisions herein.

3. **Compensation/Payment.** Consultant shall perform the Services under this Agreement for the total sum not to exceed Sixty-Eight Thousand Eight Hundred Seventy-One Dollars (\$68,871.00), payable in accordance with the terms set forth in Exhibit “B.” Said payment shall be made in accordance with City’s usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed. The invoices shall be delivered to City at the address set forth in Section 4 hereof.

4. **Notices.** Any notices required to be given, hereunder shall be in writing and shall be personally served or given by mail. Any notice given by mail shall be deemed given when deposited in the United States Mail, certified and postage prepaid, addressed to the party to be served as follows:

To City

City Manager’s Office  
City of Riverside  
Attn: Public Information Officer  
3900 Main Street, 7<sup>th</sup> Floor  
Riverside, CA 92522

To Consultant

University Enterprises Corporation at CSUSB  
Attn: Dr. Barbara Sirotnik  
5500 University Parkway  
San Bernardino, CA 92407

5. **Prevailing Wage.** If applicable, Consultant and all subcontractors are required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations under Section 1720 et seq. of the California Labor Code and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director’s determination is available on-line at [www.dir.ca.gov/dlsr/DPreWageDetermination.htm](http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm) and is referred to and made a part hereof; the

wage rates therein ascertained, determined, and specified are referred to and made a part hereof as though fully set forth herein.

6. **Contract Administration.** A designee of the City will be appointed in writing by the City Manager or Department Director to administer this Agreement on behalf of City and shall be referred to herein as Contract Administrator.

7. **Standard of Performance.** While performing the Services, Consultant shall exercise the reasonable professional care and skill customarily exercised by reputable members of Consultant's profession practicing in the Metropolitan Southern California Area and shall use reasonable diligence and best judgment while exercising its professional skill and expertise.

8. **Personnel.** Consultant shall furnish all personnel necessary to perform the Services and shall be responsible for their performance and compensation. Consultant recognizes that the qualifications and experience of the personnel to be used are vital to professional and timely completion of the Services. The key personnel listed in Exhibit "C" attached hereto and incorporated herein by this reference and assigned to perform portions of the Services shall remain assigned through completion of the Services, unless otherwise mutually agreed by the parties in writing, or caused by hardship or resignation in which case substitutes shall be subject to City approval.

9. **Assignment and Subcontracting.** Neither party shall assign any right, interest, or obligation in or under this Agreement to any other entity without prior written consent of the other party. In any event, no assignment shall be made unless the assignee expressly assumes the obligations of assignor under this Agreement, in a writing satisfactory to the parties. Consultant acknowledges that any assignment may, at the City's sole discretion, require City Manager and/or City Council approval. Consultant shall not subcontract any portion of the work required by this Agreement without prior written approval by the responsible City Contract Administrator. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including without limitation, the insurance obligations set forth in Section 12. The Consultant acknowledges and agrees that the City is an intended beneficiary of any work performed by any subcontractor for purposes of establishing a duty of care between any subcontractor and the City.

10. **Independent Contractor.** In the performance of this Agreement, Consultant, and Consultant's employees, subcontractors and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of the City of Riverside. Consultant acknowledges and agrees that the City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to Consultant, or to Consultant's employees, subcontractors and agents. Consultant, as an independent contractor, shall be responsible for any and all taxes that apply to Consultant as an employer.

## 11. **Indemnification.**

11.1 **Design Professional Defined.** For purposes of this Agreement, “Design Professional” includes the following:

- A. An individual licensed as an architect pursuant to Chapter 3 (commencing with Section 5500) of Division 3 of the Business and Professions Code, and a business entity offering architectural services in accordance with that chapter.
- B. An individual licensed as a landscape architect pursuant to Chapter 3.5 (commencing with Section 5615) of Division 3 of the Business and Professions Code, and a business entity offering landscape architectural services in accordance with that chapter.
- C. An individual registered as a professional engineer pursuant to Chapter 7 (commencing with Section 6700) of Division 3 of the Business and Professions Code, and a business entity offering professional engineering services in accordance with that chapter.
- D. An individual licensed as a professional land surveyor pursuant to Chapter 15 (commencing with Section 8700) of Division 3 of the Business and Professions Code, and a business entity offering professional land surveying services in accordance with that chapter.

11.2 **Defense Obligation For Design Professional Liability.** Consultant agrees, at its cost and expense, to promptly defend the City, and the City’s employees, officers, managers, agents and council members (collectively the “Parties to be Defended”) from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings to the extent the same arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. Consultant will reimburse City for reasonable defense costs for claims arising out of Consultant’s professional negligence based on the percentage of Consultant’s liability. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant’s Services under this Agreement.

11.3 **Indemnity For Design Professional Liability.** When the law establishes a professional standard of care for Consultant’s services, to the fullest extent permitted by law, Consultant shall indemnify, protect and hold harmless the City and the City’s employees, officers, managers, agents, and Council Members (“Indemnified Parties”) from and against any and all claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fines and penalties, liabilities or losses of any kind or nature whatsoever to the extent the same arise out of,

pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party.

**11.4 Defense Obligation For Other Than Design Professional Liability.**

Consultant agrees, at its cost and expense, to promptly defend the City, and the City's employees, officers, managers, agents and council members (collectively the "Parties to be Defended") from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings which arise out of, or relate to, or are in any way connected with: 1) the Services, work, activities, operations, or duties of the Consultant, or of anyone employed by or working under the Consultant, or 2) any breach of the Agreement by the Consultant. This duty to defend shall apply whether or not such claims, allegations, lawsuits or proceedings have merit or are meritless, or which involve claims or allegations that any or all of the Parties to be Defended were actively, passively, or concurrently negligent, or which otherwise assert that the Parties to be Defended are responsible, in whole or in part, for any loss, damage or injury. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant's Services under this Agreement.

**11.5 Indemnity For Other Than Design Professional Liability.**

Except as to the sole negligence or willful misconduct of the City, Consultant agrees to indemnify, protect and hold harmless the Indemnified Parties from and against any claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fine and penalties, liabilities or losses of any kind or nature whatsoever whether actual, threatened or alleged, which arise out of, pertain to, or relate to, or are a consequence of, or are attributable to, or are in any manner connected with the performance of the Services, work, activities, operations or duties of the Consultant, or anyone employed by or working under the Consultant or for services rendered to Consultant in the performance of this Agreement, notwithstanding that the City may have benefited from its work or services. This indemnification provision shall apply to any acts, omissions, negligence, recklessness, or willful misconduct, whether active or passive, on the part of the Consultant or anyone employed or working under the Consultant.

**12. Insurance.**

**12.1 General Provisions.**

Prior to the City's execution of this Agreement, Consultant shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.

12.1.1 **Limitations.** These minimum amounts of coverage shall not constitute any limitation or cap on Consultant's indemnification obligations under Section 11 hereof.

12.1.2 **Ratings.** Any insurance policy or coverage provided by Consultant or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

12.1.3 **Cancellation.** The policies shall not be canceled unless thirty (30) days' prior written notification of intended cancellation has been given to City by certified or registered mail, postage prepaid.

12.1.4 **Adequacy.** The City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by Consultant pursuant to this Agreement are adequate to protect Consultant. If Consultant believes that any required insurance coverage is inadequate, Consultant will obtain such additional insurance coverage as Consultant deems adequate, at Consultant's sole expense.

12.2 **Workers' Compensation Insurance.** By executing this Agreement, Consultant certifies that Consultant is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Consultant shall carry the insurance or provide for self-insurance required by California law to protect said Consultant from claims under the Workers' Compensation Act. Prior to City's execution of this Agreement, Consultant shall file with City either 1) a certificate of insurance showing that such insurance is in effect, or that Consultant is self-insured for such coverage, or 2) a certified statement that Consultant has no employees, and acknowledging that if Consultant does employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with City shall provide that City will be given ten (10) days' prior written notice before modification or cancellation thereof.

12.3 **Commercial General Liability and Automobile Insurance.** Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as required to insure Consultant against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Consultant. The City, and its officers, employees and agents, shall be named as additional insureds under the Consultant's insurance policies.

12.3.1 Consultant's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000.

12.3.2 Consultant's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of Consultant's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Consultant's performance of this Agreement, which vehicles shall include, but are not limited to, Consultant owned vehicles, Consultant leased vehicles, Consultant's employee vehicles, non-Consultant owned vehicles and hired vehicles.

12.3.3 Prior to City's execution of this Agreement, copies of insurance policies or original certificates along with additional insured endorsements acceptable to the City evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with City and shall include the City and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.

12.3.4 The insurance policy or policies shall also comply with the following provisions:

- a. The policy shall be endorsed to waive any right of subrogation against the City and its sub-consultants, employees, officers and agents for services performed under this Agreement.
- b. If the policy is written on a claims-made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.
- c. The policy shall specify that the insurance provided by Consultant will be considered primary and not contributory to any other insurance available to the City and Endorsement No. CG 20010413 shall be provided to the City.

12.4 **Errors and Omissions Insurance.** Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, errors and omissions professional liability insurance in the minimum amount of \$1,000,000 to protect the City from claims resulting from the Consultant's activities.

12.5 **Subcontractors' Insurance.** Consultant shall require all of its subcontractors to carry insurance, in an amount sufficient to cover the risk of injury, damage or loss that may be caused by the subcontractors' scope of work and activities provided in furtherance of this Agreement, including, but without limitation, the following coverages: Workers Compensation, Commercial General Liability, Errors and Omissions, and Automobile liability.

Upon City's request, Consultant shall provide City with satisfactory evidence that Subcontractors have obtained insurance policies and coverages required by this section.

13. **Business Tax.** Consultant understands that the Services performed under this Agreement constitutes doing business in the City of Riverside, and Consultant agrees that Consultant will register for and pay a business tax pursuant to Chapter 5.04 of the Riverside Municipal Code and keep such tax certificate current during the term of this Agreement.

14. **Time of Essence.** Time is of the essence for each and every provision of this Agreement.

15. **City's Right to Employ Other Consultants.** City reserves the right to employ other Consultants in connection with the Project. If the City is required to employ another consultant to complete Consultant's work, due to the failure of the Consultant to perform, or due to the breach of any of the provisions of this Agreement, the City reserves the right to seek reimbursement from Consultant.

16. **Accounting Records.** Consultant shall maintain complete and accurate records with respect to costs incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

17. **Confidentiality.** All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant, except as otherwise directed by City's Contract Administrator. Nothing furnished to Consultant which is otherwise known to the Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production, website, or other similar medium without the prior written consent of the City.

18. **Ownership of Documents.** All reports, maps, drawings and other contract deliverables prepared under this Agreement by Consultant shall be and remain the property of City. Consultant shall not release to others information furnished by City without prior express written approval of City.

19. **Copyrights.** Consultant agrees that any work prepared for City which is eligible for copyright protection in the United States or elsewhere shall be a work made for hire. If any such work is deemed for any reason not to be a work made for hire, Consultant assigns all right, title and interest in the copyright in such work, and all extensions and renewals thereof, to City, and agrees to provide all assistance reasonably requested by City in the establishment, preservation and enforcement of its copyright in such work, such assistance to be provided at City's expense

but without any additional compensation to Consultant. Consultant agrees to waive all moral rights relating to the work developed or produced, including without limitation any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications.

20. **Conflict of Interest.** Consultant, for itself and on behalf of the individuals listed in Exhibit “C,” represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, in the Project affected by the above-described Services. Consultant further warrants that neither Consultant, nor the individuals listed in Exhibit “C” have any real property, business interests or income interests that will be affected by this project or, alternatively, that Consultant will file with the City an affidavit disclosing any such interest.

21. **Solicitation.** Consultant warrants that Consultant has not employed or retained any person or agency to solicit or secure this Agreement, nor has it entered into any agreement or understanding for a commission, percentage, brokerage, or contingent fee to be paid to secure this Agreement. For breach of this warranty, City shall have the right to terminate this Agreement without liability and pay Consultant only for the value of work Consultant has actually performed, or, in its sole discretion, to deduct from the Agreement price or otherwise recover from Consultant the full amount of such commission, percentage, brokerage or commission fee. The remedies specified in this section shall be in addition to and not in lieu of those remedies otherwise specified in this Agreement.

22. **General Compliance With Laws.** Consultant shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of services by Consultant pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws, ordinances and regulations, and shall be solely responsible for any failure to comply with all applicable laws, ordinances and regulations. Consultant represents and warrants that Consultant has obtained all necessary licenses to perform the Scope of Services and that such licenses are in good standing. Consultant further represents and warrants that the services provided herein shall conform to all ordinances, policies and practices of the City of Riverside.

23. **Waiver.** No action or failure to act by the City shall constitute a waiver of any right or duty afforded City under this Agreement, nor shall any such action or failure to act constitute approval of or acquiescence in any breach thereunder, except as may be specifically, provided in this Agreement or as may be otherwise agreed in writing.

24. **Amendments.** This Agreement may be modified or amended only by a written agreement and/or change order executed by the Consultant and City.

25. **Termination.** City, by notifying Consultant in writing, shall have the right to terminate any or all of Consultant’s services and work covered by this Agreement at any time. In the event of such termination, Consultant may submit Consultant’s final written statement of the amount of Consultant’s services as of the date of such termination based upon the ratio that the work completed bears to the total work required to make the report complete, subject to the City’s rights under Sections 15 and 26 hereof. In ascertaining the work actually rendered through the



termination date, City shall consider completed work, work in progress and complete and incomplete reports and other documents only after delivered to City.

25.1 Other than as stated below, City shall give Consultant thirty (30) days' prior written notice prior to termination.

25.2 City may terminate this Agreement upon fifteen (15) days' written notice to Consultant, in the event:

25.2.1 Consultant substantially fails to perform or materially breaches the Agreement; or

25.2.2 City decides to abandon or postpone the Project.

26. **Offsets.** Consultant acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which Consultant owes or may owe to the City, City reserves the right to withhold and offset said amounts from payments or refunds or reimbursements owed by City to Consultant. Notice of such withholding and offset, shall promptly be given to Consultant by City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to the City, City will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

27. **Successors and Assigns.** This Agreement shall be binding upon City and its successors and assigns, and upon Consultant and its permitted successors and assigns, and shall not be assigned by Consultant, either in whole or in part, except as otherwise provided in paragraph 9 of this Agreement.

28. **Venue.** Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in the Superior Court, County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county. In the event either party hereto shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition of this Agreement, it is mutually agreed that each party will bear their own attorney's fees and costs.

29. **Nondiscrimination.** During Consultant's performance of this Agreement, Consultant shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, genetic information, gender, gender identity, gender expression, or sexual orientation, military and veteran status, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Consultant agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

30. **Severability.** Each provision, term, condition, covenant and/or restriction, in whole and in part, of this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, of this Agreement is declared

invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement, and the remainder of the Agreement shall continue in full force and effect.

31. **Authority.** The individuals executing this Agreement and the instruments referenced herein on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions hereof and thereof.

32. **Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this Agreement by and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

33. **Digital and Counterpart Signatures.** Each party to this Agreement intends and agrees to the use of digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (Civil Code §§ 1633.1, et seq.), California Government Code § 16.5, and California Code of Regulations Title 2 Division 7 Chapter 10, to execute this Agreement. The parties further agree that the digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures for purposes of validity, enforceability, and admissibility. For purposes of this section, a “digital signature” is defined in subdivision (d) of Section 16.5 of the Government Code and is a type of “electronic signature” as defined in subdivision (h) of Section 1633.2 of the Civil Code. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each certified or authenticated electronic copy of an encrypted digital signature shall be deemed a duplicate original, constituting one and the same instrument and shall be binding on the parties hereto.

34. **Interpretation.** City and Consultant acknowledge and agree that this Agreement is the product of mutual arms-length negotiations and accordingly, the rule of construction, which provides that the ambiguities in a document shall be construed against the drafter of that document, shall have no application to the interpretation and enforcement of this Agreement.

34.1 Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of the Agreement or any of its terms. Reference to section numbers, are to sections in the Agreement unless expressly stated otherwise.

34.2 This Agreement shall be governed by and construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement.

34.3 In the event of a conflict between the body of this Agreement and Exhibit “A” - Scope of Services hereto, the terms contained in Exhibit “A” shall be controlling.

35. **Exhibits.** The following exhibits attached hereto are incorporated herein to this Agreement by this reference:

Exhibit "A" - Scope of Services

Exhibit "B" - Compensation

Exhibit "C" - Key Personnel

**[SIGNATURES ON THE FOLLOWING PAGE]**

IN WITNESS WHEREOF, City and Consultant have caused this Agreement to be duly executed the day and year first above written.

CITY OF RIVERSIDE, a California charter city and municipal corporation

UNIVERSITY ENTERPRISES CORPORATION AT CSUSB, a California non-profit corporation

By: \_\_\_\_\_  
City Manager

By: *Diane Trujillo*  
Diane Trujillo (Sep 13, 2023 17:12 PDT)  
Print Name: Diane Trujillo  
Title: Director Sponsored Programs Administration  
(Signature of Board Chair, President, or Vice President)

Attest: \_\_\_\_\_  
City Clerk

**and**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
(Signature of Secretary, Assistant Secretary, CFO, Treasurer, or Assistant Treasurer)

Certified as to Availability of Funds:

By: *[Signature]*  
Chief Financial Officer

Approved as to Form:

By: *Susan Wilson*  
Susan Wilson (Sep 18, 2023 09:59 PDT)  
Assistant City Attorney

## EXHIBIT "A"

### SCOPE OF SERVICES

Section 13, Confidentiality, is amended as follows:

**Confidentiality.** All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant, except as otherwise directed by City's Contract Administrator, or as required by law and Consultant provides City with notice of a request for such information. Nothing furnished to Consultant which is otherwise known to the Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production, website, or other similar medium without the prior written consent of the City.

For purposes of this paragraph, this agreement, amount and estimated duration of the project is not considered "Confidential Information."

# **City of Riverside 2023 Community Quality of Life Survey**

**Proposal Presented to  
City of Riverside (Office of Economic Development)**

*Submitted By:*

 CAL STATE SAN BERNARDINO  
**University Enterprises Corporation**

*On Behalf of:*

  
CALIFORNIA STATE UNIVERSITY  
**SAN BERNARDINO**  
Institute of Applied Research  
and Policy Analysis

*Principal Investigator*  
**Barbara Sirotnik, Ph.D.**

*Project Specialist*  
**Lori Aldana, M.B.A.**

**DRAFT Submitted for Discussion on July 18, 2023  
Addendum Added on August 21, 2023**

## Introduction

The Institute of Applied Research and Policy Analysis (IAR) had the pleasure of working with the City of Riverside on its Community Quality of Life Survey efforts in 2013, 2016, 2019, and 2022. We are pleased to submit to the City of Riverside this proposal for the 2023 Community Quality of Life Survey, a survey effort which will provide an opportunity to continue to track the progress the City is making in enhancing Riverside's quality of life. As in the past, the survey effort itself can serve as a springboard for community-wide engagement and action geared toward improving the quality of life in the City.

We especially appreciate the opportunity to submit this proposal since the Principal Investigator and Project Specialist are both long-time Riverside residents (54 years and 18 years, respectively), and we are intimately involved in and concerned about the life and well-being of the City.

This brief proposal outlines our recommendation of the best way to gather the needed information about the quality of life of Riverside residents and those who work in Riverside but live elsewhere. We begin by outlining our conceptualization of the project methodology and overall scope of work (including cost for conducting the project), and then provide some background information about IAR's extensive track record with projects of this type.

## Goal Articulation

It has been our experience that conducting in-depth discussions with clients regarding research objectives is a vital first step of any project. Thus, the first task will be to engage in one or more goal articulation sessions with City staff to ensure that IAR thoroughly understands the entire scope of the desired research agenda and that all relevant variables will be included on the questionnaire. When IAR was involved in previous Riverside quality-of-life studies, numerous sessions were held to allow all interested stakeholders (e.g., interested members of the Champions Council and/or Leadership Core) to express their views. We anticipate, based on zoom conversations with Phil Pitchford and Mike Futrell, that some of the items on the questionnaires will be the same as those that have appeared previously in order to enable trend analysis. There may also be some new questions reflecting the current issues under discussion in the City. Further, there may be some "ward-specific" questions on the questionnaire. IAR will work with the City to develop the survey instrument, but we stress up front that *the survey needs to remain within a 12 minute running time to ensure optimal respondent participation and data quality.*

## Target Populations

IAR understands that the City is interested in gathering information from two different target populations in order to get a broad picture of Riverside's quality of life. Specifically, City **residents** are the obvious primary target population. In addition, an important secondary target population consists of people who **work (or attend college) in Riverside but live elsewhere.**

The next section details IAR's recommendations for the modes of delivery and sampling

methodology for surveys of both target populations.

### **Mode of Delivery and Sampling Options for Resident Surveys**

There are many ways of effectively and efficiently delivering a survey. Choice of a mode of delivery is typically determined based on a variety of factors such as the target population, time frame of a project, topic of interest, need for in-depth probing of respondents, and available budget. Each mode of delivery has its own advantages and disadvantages, and each allows the researcher to accomplish specific types of goals. In previous iterations of the City of Riverside Community Quality of Life Survey, we have relied on telephone and online surveys, and we recommend those survey modes for the 2023 survey effort.

#### **Telephone Survey**

A telephone survey of a statistically valid random sample of Riverside residents is perhaps the best way to generalize to the population of residents with the most confidence and accuracy. If conducted properly, telephone surveys allow the researcher to ensure a statistically valid, random sample of residents of the community who have phones (*including cell phones*). It provides a venue for probing vague responses and obtaining more meaningful insights than other possible modes. Further, conducting a survey via telephone using a CATI (Computer Assisted Telephone Interviewing) system is more controllable than a mail or online survey; the response rate tends to be higher than with a mail or online survey; and since the CATI system has built-in validity checks, the data collected tends to be much more accurate than other methods of data collection.

In previous community survey studies, IAR has conducted its primary data collection efforts using its in-house CATI system and well-trained interviewers. On March 19, 2020, Governor Newsom issued a “shelter-in-place order” in response to the spread of COVID-19, and the CSUSB campus closed. Since that time, IAR has not had access to its phone bank and has had to subcontract the actual phone calls to a private firm (MDC Research – formerly VuPoint Research). IAR will still work directly with City staff on goal articulation, questionnaire construction, and report writing for the telephone survey, however the call center and interviewers will be supplied by MDC Research. The IAR Project Specialist and Director will “listen in” to a sample of phone calls made by MDC Research to ensure that the calls are being made with the quality we have come to expect of our own interviewers.

In previous years (2016, 2019, and 2022) the target sample size was 500 residents, with no attempt to stratify by geography within the City. That sample size yielded results with a 95% level of confidence and an accuracy rate of +/- 4.4% for the sample as a whole. It also provided reasonable accuracy for subgroup analysis by age, gender, geography, and ethnicity.

For the first time, the City has indicated a desire to conduct a sample stratified by ward so that results can be generalized to the population in *each* of the seven city wards and ward-specific questions can be asked. We recommend a target sample size of no less than 100 residents in each ward (700 for the City as a whole). That will yield results with a 95% level of



confidence and an accuracy rate of 3.7% for the sample as a whole and 10.0% within each ward. Of course if the City desires to oversample one or more wards, the sample size within those areas can be increased for better accuracy (with an obvious increase in budget).

### **Sampling frame (list) for telephone survey**

There are several possible sampling procedures that can be used for a phone survey, including random digit dialing (which IAR has used in the past), address-based sampling, sampling from registered voter lists (as was done for the 2022 survey effort), and sampling from an “advanced cellular frame.” The cost, complexity, and accuracy of these procedures vary widely, thus we present three options for the City to consider:

#### OPTION 1: Sample from registered voter list, final sample size n = 500

The most cost-effective sampling frame for this survey effort is to use a registered voter list which includes phone numbers stratified by ward.

The **advantage** of using voter lists is that one can establish quotas by gender, age, and geography to better represent the population of voters citywide. But of course there are several **disadvantages** of using a registered voter list. Specifically:

- It is not the case that every City resident is registered to vote! But given the increase in registrations in advance of the 2020 presidential election, this is not as serious a downside as it has been in the past. Further, non-registered City residents will still have the opportunity to provide input via the online version of the survey (see next page).
- Although the sample size of 500 citywide has good validity citywide, the sample size in each ward may yield an accuracy rate which is unacceptable to the City.

This is the most cost-effective option for the City to pursue, and we feel confident that this option will yield a valid representation of opinions of City residents overall. We must be clear, however, that the small ward-specific sample size (500/7 wards = ~72 respondents per ward) and the lack of participation by those who are not registered voters are issues for the City to consider.

#### OPTION 2: Sample from registered voter list, final sample size n = 700

Option 2 has the same overall advantages and disadvantages as Option 1, however targeting 700 registered voters will result in a better accuracy rate per ward than Option 1. This may be the best tradeoff between the City’s budget constraints and desire for ward-specific accuracy.

#### OPTION 3: Sample using “advanced cellular frames”, final sample size n = 700

If budget allows, IAR recommends that we use a combination of a listed landline sampling frame and an advanced cellular frame as the lists from which respondents will be drawn.

Sampling will begin by randomly selecting phone numbers from a listed **landline** database of City residents. Addresses for the residents who complete a survey will then be allocated to one of the seven City wards. We anticipate completing 70 surveys using landlines (10% of the total sample). Why 10% landlines (and thus 90% cell phones)? According to the Pew Research Center, the vast majority of Americans – 97% – own a cell phone of some kind (with variation based on age, ethnicity, income, and educational attainment). And 73% of all Americans live in a “cellphone only” household (again, with variations based on demographics). Thus it makes sense to have the vast majority of the surveys completed on cell phones – we have selected a target of 90% cell numbers for this study.

Once the landline surveys have been completed, **cell phone** numbers will be sampled from an advanced cellular frame which includes detailed geography which allows stratification by wards. This sampling frame is updated at least quarterly, and (of great importance) addresses the issue of dealing with migration (people who have moved in and out of an area but kept their cell number). A sampling procedure will be used to randomly select *listed* phone numbers within each of the seven wards (a total of 378 completed surveys, 60% of the surveys conducted on cell phones). Unlisted phone numbers will be included in an eighth stratum (252 completed surveys, 40% of the surveys conducted on cell phones).

This combination of listed landline, listed cell, and unlisted cell phone numbers will provide the most accurate representation possible of the City’s adult resident population since it includes people who are not registered voters.

#### Telephone survey protocols for all options

Phone calls will be made by MDC Research between 11 AM and 9 PM on weekdays, 10 AM to 6 PM on Saturday, and 11 AM to 7 PM on Sunday. These times have been designated in order to maximize the chance of finding respondents at home. The standard protocol is that if an interviewer reaches an answering-machine, a message is left informing the respondent about the reason for the call and indicating that someone will call back. Up to four attempts will be made at different days and times so as to increase the likelihood of completing an interview with the resident.

It is important to reiterate that City residents who are not selected for participation in the telephone survey will still have the opportunity to provide their input via an online version of the survey (see next section), thus we feel confident that the survey will yield a valid representation of opinions of City residents.

#### **Online Survey**

Online surveys began to be heavily used for survey research used starting in around 2000. Since that time there has been a tremendous increase in the use of the internet and social media to communicate, gather information, and enhance relationships. Not surprisingly, the use of online surveys has skyrocketed over the past few years. IAR has found that conducting such surveys for public and private organizations offers the advantages of speed, efficiency, community

engagement, and lower costs of data collection.

As in the past, IAR will program the online survey using Qualtrics software, a leading software product which enables the user to easily perform online data collection and analysis. In previous survey efforts, the City has done an excellent job promoting the survey in social media, websites, newsletters, newspapers, and flyers placed throughout the City. But the online survey effort *will only be as successful if there is an extensive outreach/promotion effort by the City*, telling people that “it is coming” and providing clear instructions as to the way to access the survey. Considering that nearly 2/3 of residents who responded to the 2022 online survey heard about the survey on social media (Twitter, Facebook, Instagram, etc.), this should be a major focus of the City’s promotional efforts (in addition to community/neighborhood groups, emails from the City or Councilmembers, etc.).

### **Mode of Delivery for Non-Residents**

#### **(Adults Who Work or Attend College in Riverside but Live Elsewhere)**

In preparing for previous iterations of the Riverside Community Quality of Life Survey, IAR made the case that it is important to determine the opinions of adults who work in the city (or attend college in the city) but live elsewhere. If members of this secondary target population have a high level of fear when coming to work or attending college, they will eventually work and take their business elsewhere, resulting in a “brain drain” of skilled workers and a “money drain” from non-residents who now frequent Riverside businesses.

There is no efficient way of eliciting the views of this target population with a telephone survey. We recommend that we use the online methodology developed in past years of conducting the survey, with links distributed as described above. Again, success of such an effort depends on *extensive outreach and promotional efforts by the City*.

### **Bottom Line Recommendation for Methodology**

IAR strongly recommends a mixed mode approach for the study in which Riverside residents are surveyed both by telephone (using one of the three options presented above) *and* via an online survey. If budget allows, we recommend using option 3 as the methodology for the phone survey of residents.

The views of people who work or attend college in Riverside would be elicited via an online survey which would contain some of the same questions as the resident survey, with some additional unique items regarding reasons for not becoming a Riverside resident and other issues.

Finally, we must note that online surveys are a wonderful method of community engagement which can provide some interesting data and additional validation of phone survey results if the overall trends of the two methodologies match. However, for the purposes of comparison with previous results, it must be noted that a telephone survey will provide the best, most statistically valid results which should be relied upon.

## Questionnaire Construction

IAR's "mantra" when constructing items for a questionnaire is the following: "*How will you use the data?*" It is important that survey questions are crafted in such a way that the data will be actionable and will yield statistically valid information regarding respondents' views.

Previous Riverside Community Quality of Life surveys have included questions measuring residents', non-resident workers', and/or students':

- Feeling of pride in their city as a place to live and work,
- Evaluation of the City as a place to bring visitors, to raise children, and to realize their goals,
- Main concerns (e.g., crime, traffic, homelessness, parking, utility costs, etc.),
- Participation in City government,
- Travel within the City,
- Sources of information about events and resources in Riverside,
- Feelings about Riverside as a place to start or grow a business, and
- Satisfaction with retail stores, restaurants, festivals/events, and entertainment venues.

IAR anticipates using some of these same questions for the upcoming survey. These questions have been structured to enable us to: (1) compare perceptions of different aspects of quality of life across subgroups of the population, (2) compare residents' perceptions to hard data about aspects of quality of life, and (3) elicit information which could result in recommended priorities for action which would have the greatest chance of making a positive difference in Riverside residents' and workers' quality of life. Of course, there are undoubtedly some new questions of current interest to the City which might be considered for inclusion.

As before, the majority of the items on the surveys for residents and non-residents will be "closed-item," questions which will be answered by selecting between a limited number of possible answers. A few "open-ended" questions may also be included on the survey to elicit additional information which may not be available via the closed items. These are questions which do not restrict the possible responses (e.g., "in your opinion, what is the best thing about living in Riverside?" or "What are the reasons you leave Riverside to shop for [insert product]?").

Based on our previous experience, the questionnaire should be designed to last no more than 10 – 12 minutes (after which time people tend to tire of surveys and balk). The 2022 survey actually ran approximately 18 minutes, which was way too long. *It is vital that the running time for this year's survey remains within the 100 to 12-minute time frame* in order to ensure respondent cooperation, maximize data quality, and avoid cost overruns. One way to accomplish this is to use a "split questionnaire" design in which all respondents receive a core group of the most important questions, and then the remainder of the questions are split into 2 subsets, each of which would be presented to a subsample of the full sample of respondents. Thus the questionnaire would include more questions than would fit into a 10 – 12 minute survey, however some of the questions would only be given to half of the sample. The City would still

get statistically valid results assuming there is a large enough sample size.

Once the questionnaires are finalized and approved by the City, a Spanish version of the surveys will then be developed (with back-translation used to ensure accuracy). MDC Research will program the survey into their CATI system, and IAR will program the surveys using Qualtrics (a leading industry provider of online survey software). The questionnaires will be thoroughly pretested for timing and clarity. Links to both versions of the online survey (English and Spanish) will be provided to the City for inclusion on their web page (NOTE: in the past a web page entitled RiversideSurvey.com was used) and used in other promotional efforts.

As was done for the previous online surveys, introductory questions will be used to properly direct City and non-City residents to the proper survey.

### **Coding, data analysis, and data display preparation**

Data gathered from the various survey versions will be edited and coded. The computerized data will be analyzed using SPSS 29.0 (Statistical Package for the Social Sciences). Survey responses will be summarized in unweighted tables and in tables weighted to match the census for the City. Results will cross-tabulated, where relevant, with variables of interest such as age, income, length of residency, and gender. And of course, results will be presented by ward for the variables of interest to the City.

### **Deliverables**

The major deliverables of the project include:

- Customized questionnaires for Riverside residents and non-residents (versions in both English and Spanish),
- A brief report which will include a description of the methodology used, a full data display of survey findings, and visual presentations of data in the form of graphs and charts to illustrate key findings,
- An electronic copy (Microsoft Excel or SPSS) of the raw data collected,
- Meetings with City Leadership to discuss findings (if desired), and
- Presentations of findings to the City leadership (if desired).

### **City Responsibilities**

City responsibilities include:

- Be available for goal articulation sessions,
- Be available to modify survey content, and certify in a timely manner the final approval of questionnaires,
- Create promotional material and conduct timely outreach to inform the Riverside community about the survey so as to maximize response,
- Create and maintain the web page on the City's web site which will contain the links to the online surveys, and

- Widely promote the survey in the City’s social media, newsletters, newspapers, flyers, etc.

### **Project Timeframe**

IAR understands that the City would like to have data from the 2023 Community Quality of Life in November, 2023. That can be accomplished if the contract can be awarded by Friday, August 4.

Following is a *tentative* project schedule which can be modified by mutual agreement of IAR and the City. It incorporates a great deal of “slippage” into the time estimates. If the City can complete project signing earlier than August 4 and if the questionnaires can be approved earlier than September 8, the project can be expedited.

<b>Date</b>	<b>Item</b>
Friday, July 21, 2023	<ul style="list-style-type: none"> <li>• Contract drafted by <b>City</b></li> </ul>
Friday, August 4, 2023	<ul style="list-style-type: none"> <li>• Completion of contract negotiations and contract signing</li> <li>• IAR creates subcontract with MDC Research</li> </ul>
Week of August 7, 2023	<ul style="list-style-type: none"> <li>• IAR and <b>City</b> begin discussions about the 2023 questionnaires (which may include meetings with City leadership and committees)</li> </ul>
Friday, September 8, 2023	<ul style="list-style-type: none"> <li>• <b>City</b> issues final approval of questionnaires</li> </ul>
Week of September 11, 2023	<ul style="list-style-type: none"> <li>• IAR submits IRB forms</li> <li>• IAR translates surveys into Spanish</li> <li>• <b>City</b> creates a press release about the upcoming study and begins drafting promotional materials for online survey</li> </ul>
Thursday September 21, 2023	<ul style="list-style-type: none"> <li>• <b>City</b> distributes press release about the study, with dates people can expect to be called and when online survey will be available</li> <li>• <b>City</b> creates the website for the online survey (Riversidesurvey.com as before ???)</li> <li>• IAR provides resident phone survey to MDC Research for programming</li> <li>• IAR begins to program online surveys into Qualtrics</li> </ul>
September 28 – October 5, 2023	<ul style="list-style-type: none"> <li>• Phone survey data collection</li> </ul>
October 2 - October 4, 2023	<ul style="list-style-type: none"> <li>• <b>City</b> begins promotion/outreach for online surveys (“It’s coming!”)</li> <li>• IAR provides online survey links to the City</li> <li>• <b>City</b> tests survey links from its web site</li> </ul>
October 5 – November 2, 2023	<ul style="list-style-type: none"> <li>• Online survey data collection period</li> </ul>
October 6 – October 20, 2023	<ul style="list-style-type: none"> <li>• Phone survey data cleaning and coding</li> </ul>
Monday October 23, 2023	<ul style="list-style-type: none"> <li>• IAR provides to City preliminary data displays from</li> </ul>

	phone survey
November 3 – November 17, 2023	• Online survey data cleaning and coding
Wednesday November 22, 2023	• IAR provides to City preliminary data displays from online survey
Week of November 27, 2023	• Optional meeting with City leadership to discuss preliminary data displays
Friday December 8, 2023	• Submit draft report
Friday, December 15, 2023	• Submit final report

# **ADDENDUM, 8/21/23**



In conversations with Mr. Phil Pitchford and Mr. Mike Futrell, it became clear that there may be a need to significantly increase sample size per ward so as to obtain statistically valid ward-specific results. In this addendum, IAR is proposing two additional telephone survey options for the City to consider.

There is no single “right” or “wrong” answer in terms of which option to select. It simply depends on the City’s desire for a particular level of accuracy in the results, both for the City as a whole and for individual wards. Of course, the better the accuracy, the higher the sample size (and thus the higher the cost). IAR believes that all options are statistically valid at the City level, however, Options 4 and 5 provide the best ward-specific accuracy (while taking advantage of economies of scale). In addition to the addition of the two additional options, this addendum includes an updated timeline for the project.

We begin with an overview of all five options:

	<b>Accuracy Citywide</b>	<b>Ward-specific Accuracy</b>	<b>Cost</b>
<b>Option 1:</b> Voter list, n = 500 for the entire city, ~72 per ward	+/- 4.4%	+/- 11.5% (not statistically valid)	\$49,473
<b>Option 2:</b> Voter list, n = 700 for entire city, 100 per ward	+/- 3.7%	+/- 10.0% (minimally statistically valid)	\$58,460
<b>Option 3:</b> Combo listed landline + Advanced Cell Frame, n = 700 for entire city, 100 per ward	+/- 3.7%, includes non-registered voters	+/- 10.0% (minimally statistically valid), includes non-registered voters	\$68,871
<b>Option 4:</b> Voter list, n = 3,500 for entire city, 500 per ward	+/- 1.7%	+/- 4.4%	\$182,085
<b>Option 5:</b> Voter list, n = 2,800 for entire city, 400 per ward	+/- 1.9%	+/- 4.9%	\$151,135

The original proposal shows a tentative project schedule which provides preliminary data to the City in late November, 2023. That delivery date depended upon contract signing no later than Friday August 4. IAR believes that *some preliminary phone survey data can still be provided to the City this calendar year assuming that a contract can be signed by 9/29/23*. IAR has already been working with City representatives on the questionnaire construction (pro-bono at this point) in order to try to make that happen.

The main issue of concern is that holiday season is not the best time to conduct a phone survey, thus it is vital to complete data collection of the phone survey by mid-November.

Following is the proposed adjusted time schedule. If a contract can be signed earlier than the date shown below (9/29/23), the project schedule can be adjusted accordingly.

<b>Original Date</b>	<b>New Date</b>	<b>Item</b>
7/21/23	9/15/23	<ul style="list-style-type: none"> <li>• Contract drafted by <b>City</b></li> </ul>
8/4/23	9/29/23	<ul style="list-style-type: none"> <li>• Completion of contract negotiations and contract signing</li> <li>• IAR creates subcontract with MDC Research</li> </ul>
8/7/23	Already started	<ul style="list-style-type: none"> <li>• IAR and <b>City</b> begin discussions about the 2023 questionnaires (which may include meetings with City leadership and committees)</li> </ul>
9/8/23	10/20/23	<ul style="list-style-type: none"> <li>• <b>City</b> issues final approval of questionnaires</li> </ul>
Week beginning 9/11/23	Week beginning 10/23/23	<ul style="list-style-type: none"> <li>• IAR submits IRB forms</li> <li>• IAR translates surveys into Spanish</li> <li>• <b>City</b> creates a press release about the upcoming study and begins drafting promotional materials for online survey</li> </ul>
9/21/23	11/2/23	<ul style="list-style-type: none"> <li>• <b>City</b> distributes press release about the study, with dates people can expect to be called and when online survey will be available</li> <li>• <b>City</b> creates the website for the online survey (Riversidesurvey.com as before ???)</li> <li>• IAR provides resident phone survey to MDC Research for programming</li> <li>• IAR begins to program online surveys into Qualtrics</li> </ul>
Beginning 9/28/23	Beginning 11/9/23	<ul style="list-style-type: none"> <li>• Phone survey data collection (length of time depends on final sample size desired)</li> </ul>
10/2/23 – 10/4/23	11/20/23 – 11/22/23	<ul style="list-style-type: none"> <li>• <b>City</b> begins promotion/outreach for online surveys (“It’s coming!”)</li> <li>• IAR provides online survey links to the City</li> <li>• <b>City</b> tests survey links from its web site</li> </ul>
10/5/23 – 11/2/23	11/27/23 – 12/29/23	<ul style="list-style-type: none"> <li>• Online survey data collection period</li> </ul>
10/6/23 – 10/20/23	11/27/23 – 12/11/23	<ul style="list-style-type: none"> <li>• Phone survey data cleaning and coding</li> </ul>
10/23/23	12/18/23	<ul style="list-style-type: none"> <li>• IAR provides to City preliminary data displays from phone survey</li> </ul>
11/3/23 – 11/17/23	1/2/24 – 1/15/24	<ul style="list-style-type: none"> <li>• Online survey data cleaning and coding</li> </ul>
11/22/23	1/22/24	<ul style="list-style-type: none"> <li>• IAR provides to City preliminary data displays from online survey</li> </ul>
Week beginning 11/27/23	Week beginning 1/29/24	<ul style="list-style-type: none"> <li>• Optional meeting with City leadership to discuss preliminary data displays</li> </ul>
12/8/23	2/5/24	<ul style="list-style-type: none"> <li>• Submit draft report</li> </ul>
12/15/23	2/12/24	<ul style="list-style-type: none"> <li>• Submit final report</li> </ul>

**EXHIBIT "B"**  
**COMPENSATION**

### Budget and Contracting Information

The following table outlines the fixed cost for the three project options, broken down by task. The bottom line costs for the options are: \$49,473 (Option 1), \$58,460 (Option 2), and \$68,871 (Option 3).

	<b>OPTION 1: VOTER LIST (n = 500 for entire city, ~72 per ward)</b>	<b>OPTION 2: VOTER LIST (n = 700 for entire city, 100 per ward)</b>	<b>OPTION 3: COMBO LISTED LANDLINE + ADVANCED CELL FRAME (n = 700 for entire city, 100 per ward)</b>
<b>Goal Articulation and Questionnaire Construction</b>			
Modification of previous questionnaires (phone and online surveys of residents, online survey of non-residents)	\$1,500	\$1,500	\$1,500
Translation of questionnaires into Spanish	\$900	\$900	\$900
<b>SUBTOTAL, questionnaire construction</b>	<b>\$2,400</b>	<b>\$2,400</b>	<b>\$2,400</b>
<b>IRB (Human Subjects Board) Application</b>			
Submit questionnaires and methodologies to the Human Subjects Board	\$0	\$0	\$0
<b>SUBTOTAL, IRB</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Data Collection -- Telephone Survey (Subcontract to MDC Research)</b>			
CATI programming	\$1,020	\$1,020	\$1,020
Spanish Overlay	\$500	\$500	\$500
Data collection Options 1 and 2 (estimate 85% completes cell phone, 15% landline)	\$18,000	\$24,040	

Data collection Option 3 (estimate 54% completes listed cell, 36% unlisted cell, 10% landline)			\$20,593
Additional cost for completes in Spanish	\$200	\$275	\$275
Purchase sample: Options 1 & 2 @ \$0.08/record for each name in voter list, assuming ~120 numbers purchased per completed survey. Option 3 includes detailed geographic mapping of wards and accounting for in- out-migration	\$4,800	\$6,000	\$18,000
Data output	\$350	\$350	\$350
Project Management	\$1,500	\$1,500	\$2,000
<b>SUBTOTAL, Telephone survey</b>	<b>\$26,370</b>	<b>\$33,685</b>	<b>\$42,738</b>
<b>Data Collection – Online Surveys</b>			
Resident survey: Qualtrics programming, monitoring, data cleaning, coding and output	\$3,000	\$3,000	\$3,000
Non-resident survey: Qualtrics programming, monitoring, data cleaning, coding, and output	\$1,000	\$1,000	\$1,000
<b>SUBTOTAL, Online Survey using City's Promotions</b>	<b>\$4,000</b>	<b>\$4,000</b>	<b>\$4,000</b>
<b>Final Report</b>			
Data cleaning and coding of telephone surveys	\$1,250	\$1,750	\$1,750
Data analysis (weighted and unweighted data); integration of phone survey and online surveys	\$3,000	\$3,000	\$3,000
Preparation of final report (including methodology, findings, and interpretation)	\$4,000	\$4,000	\$4,000
<b>SUBTOTAL, final report</b>	<b>\$8,250</b>	<b>\$8,750</b>	<b>\$8,750</b>
<b>Overall project management/IAR Overhead</b>			
Management of all staff, oversight of MDC project, IAR overhead	\$2,000	\$2,000	\$2,000
<b>SUBTOTAL, IAR project management and overhead</b>	<b>\$2,000</b>	<b>\$2,000</b>	<b>\$2,000</b>
<b>SUB-TOTAL FOR ENTIRE PROJECT</b>	<b>\$43,020</b>	<b>\$50,835</b>	<b>\$59,888</b>
15% UEC Overhead	\$6,453	\$7,625	\$8,983

<b>PROJECT TOTAL</b>	<b>\$49,473</b>	<b>\$58,460</b>	<b>\$68,871</b>
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The Institute of Applied Research provides research and consulting services under the auspices of University Enterprises Corporation (UEC) at California State University, San Bernardino. UEC is a nonprofit 501(c)(3) public benefit corporation. As a recognized auxiliary in good standing of California State University, UEC conforms to the regulations established by the Board of Trustees of the California State University and approved by the California State Director of Finance, as required by the California Education Code, Section 89900. The University's administrative organization supervises UEC, as required by Title 5, California Code of Regulations, Section 42402.

All contracts for projects undertaken by the Institute of Applied Research are negotiated by the Institute Director and approved by Diane Trujillo, Director of Sponsored Programs Administration.

UEC is an equal opportunity employer. UEC subscribes to all state and federal regulations and prohibits discrimination based on sex, race, sexual orientation, national origin, handicap, marital status, age, religious creed, color, ancestry, medical condition or veteran status. UEC hires only individuals lawfully authorized to work in the United States.

Payment for services is made upon presentation of UEC invoice. We recommend that payments are made in two installments: 1/2 at the start of the project and 1/2 upon submission of the final report.

The specific time schedule of payment will be negotiated and specified in the contract. Checks are to be issued and mailed to **University Enterprises Corporation at CSUSB, 5500 University Parkway, San Bernardino, CA, 92407.**

**EXHIBIT "C"**  
**KEY PERSONNEL**

Dr. Barbara Sirotnik