

**THIRD AMENDMENT TO AGREEMENT BETWEEN COUNTY OF SAN MATEO
AND
GODBE RESEARCH**

This Third Amendment to Agreement between the County of San Mateo, a political subdivision of the State of California (“County”), and Godbe Research (“Contractor”) (“Second Amendment”) is entered into effective June 1, 2022.

Recitals

WHEREAS, pursuant to Government Code Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

WHEREAS, effective April 1, 2021, County entered into an agreement with Contractor for the purpose of conducting a survey of San Mateo County voters regarding a potential parcel tax measure addressing climate resiliency, fire, and parks (“Agreement”); and

WHEREAS, effective July 1, 2021, County and Contractor (together, the “Parties”) amended the Agreement to increase the maximum fiscal obligation from \$50,000 to \$185,000, extend the term through December 31, 2021, and revise both Exhibit A—Services and Exhibit B—Payments and Rates of the Agreement; and

WHEREAS, the Agreement was then amended again to extend its term to July 31, 2022; and

WHEREAS, in order to conduct further voter survey work, the Parties desire to again amend the Agreement, this time to increase the maximum fiscal obligation by an additional \$58,000, from \$185,000 to \$243,000, and to revise both Exhibit A—Services and Exhibit B—Payments and Rates of the Agreement.

Terms

WHEREFORE, THE PARTIES HEREBY AGREE TO THIS THIRD AMENDMENT AS FOLLOWS:

1. Payments. Paragraph 3 of the Agreement, entitled “Payments”, is replaced in its entirety with the following:

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County

determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed TWO HUNDRED FORTY-THREE THOUSAND DOLLARS AND ZERO CENTS (\$243,000.00). In the event that County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

2. **Services.** "Exhibit A—Services" to the Agreement is amended to add the following services to be performed by Contractor:

In addition, Contractor shall provide the following services:

Third Survey of San Mateo County Registered Voters

- Design and refine a survey instrument of approximately 25-minutes in length for the voter survey so that it addresses the research objectives of County. This is done through an iterative process with multiple points for input, review, and approval prior to considering each survey ready to field.
 - The survey will be designed to be formatted for both Internet and telephone survey modalities as a 'hybrid survey' and both versions of the survey will be identical save for survey instructions specific to each methodology.
 - For reference, similar surveys conducted for County on related topics have been in the 20- to 25-minute range and this survey length is commensurate with the amount of time a given County resident can reasonably be expected to participate in the process.
- Program, refine, and test the Internet version of the survey instrument using Contractor's Internet survey software package. This will be done by Contractor's team of IT and programming experts.
- CATI programming the telephone version of the survey instrument for efficient and accurate data collection, and training telephone interviewing personnel on the questionnaire and interviewing protocol. For telephone interviewing projects, Contractor uses only live interviewers who have been trained on the survey questionnaire and who are located in the western United States.

- Pre-test the survey instrument in both modalities to ensure that the questions and response codes are understandable to respondents, and to ensure that the survey length coincides with the budgeted survey length for the project.
- Develop a recruitment email and a recruitment text for the Internet version of the survey and work with County so that Contractor can send recruitment emails and texts to San Mateo County registered voters with known email addresses and cell phone numbers in the voter file, respectively.
 - The use of the voter file also allows Contractor to ensure that a given respondent to the survey, in any format, is an actual voter in San Mateo County given that the voter file is tied to a specific voter and physical address located in the County.
 - Finally, to the extent possible, the recruitment text and email should be signed by the County Manager or Deputy County manager and the email recruit will come from the County's known and recognizable @smcgov.org email domain so as to make it not confusable with spam or malware.
- Develop a stratified and clustered listed sample of voters in San Mateo County appropriate to the research objectives of the voter survey and which will include voters likely to vote in November 2022. The sample will be primarily constructed using email addresses and cell phones from the voter file, as the Internet modality (email to Internet and text to Internet) will be conducted first in the hybrid survey process. Once Contractor has developed the Internet sample, the rest of the sample will be de-duplicated by matching names, addresses, and phone numbers from Internet survey respondents to those in the voter file. Contractor will also remove any voter from the telephone survey sample who previously completed the survey via the Internet. As a final measure, Contractor will ask telephone survey respondents in that sample if they have already completed the survey via the Internet and will remove those voters from the survey process through a screening question.
- Conduct approximately 25-minute Internet and telephone interviews with at least 1,000 (n=1,000) total San Mateo County voters according to a strict interviewing protocol and approved sampling design for this registered survey project. A sample size of 1,000 will provide for a margin of error of no greater than +/-3.1% at the 95% confidence level, when looking at voters in San Mateo County likely to vote in November 2022. Moreover, given a roughly proportional (equal) number of interviews in each of the County's

five (5) Supervisorial Districts (approx. 200 per District), this would provide for a maximum margin of error of +/-6.9% in each District.

- Merge the Internet and telephone data files, as well as processing and weighting the data to adjust for population distribution and strategic oversampling, as needed to reflect the voter population of San Mateo County that is likely to turnout for the November 2022 election cycle.
- Develop a topline report of aggregate findings for County, and meeting with the County to review the topline/aggregate results for the survey of San Mateo County voters.
- Analyze the data from the survey and producing a report of findings, conclusions, and recommendations for the survey of San Mateo County registered voters. Contractor’s reports typically contain a methodology discussion, key findings and conclusions, appropriate analysis (including graphics) for the topics being tested, a complete set of crosstabulations, and a copy of the survey questionnaire (in all languages administered).
- Present to County the results and recommendations from the survey of San Mateo County voters.
- Provide post-project consulting on the results and recommendations from the voter survey, as needed by County at no charge.

3. Payments and Rates. “Exhibit B—Payments and Rates” to the Agreement is amended to (a) replace “ONE HUNDRED EIGHTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$185,000.00)” in the final paragraph with “TWO HUNDRED FORTY-THREE THOUSAND DOLLARS AND ZERO CENTS (\$243,000.00)” to reflect the increased maximum fiscal obligation of the Agreement, and (b) add the following payments and rates for the Third Survey:

In addition, for the Third Survey of San Mateo County Registered Voters as set forth in detail in Exhibit A:

Survey # 3: Hybrid Internet/Telephone Survey of 1,000 (n=1,000) County Voters

PROJECT TASK	COST
Listed Voter Telephone Sample	\$1,400.00
Voter Email Sample Purchase	\$1,400.00
Third-Party Email and Cell Matching	\$800.00
Internet Version Programming/Testing	\$6,000.00
CATI Programming	\$2,000.00

Internet Version Recruitment/Hosting	\$1,000.00
Telephone Interviewing	\$32,000.00
Data Processing	\$1,150.00
Godbe Research Fee	\$8,500.00
Project Management	\$3,500.00
Miscellaneous Expenses	\$250


VOTER SURVEY TOTAL	\$58,000.00
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4. **All Other Terms Unaffected.** All other terms and conditions of the Agreement are unaffected by this Third Amendment and shall remain in full force and effect.

5. **Counterparts & Electronic Signatures.** This Third Amendment may be executed in any number of counterparts, each of which will be deemed an original and all of which together will constitute a complete agreement. Moreover, this Third Amendment may be signed by electronic signature and copies of original signatures shall be treated the same as the originals.

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have signed the Third Amendment as of the Effective Date set forth above.

COUNTY OF SAN MATEO
By: _____
Name: _____
Title: _____

GODBE RESEARCH
By: 
Name: <u>W. Bryan Godbe, III</u>
Title: <u>president</u>