

**CONTINUATION AND FIRST AMENDMENT TO  
AGREEMENT FOR CONSULTANT SERVICES  
BETWEEN  
THE CITY OF SAN JOSE  
AND  
FAIRBANK, MASLIN, MAULLIN, METZ & ASSOCIATES, INC.**

This CONTINUATION AND FIRST AMENDMENT TO AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, by the CITY OF SAN JOSE (“CITY”), a municipal corporation, and FAIRBANK, MASLIN, MAULLIN, METZ & ASSOCIATES, INC., a California Corporation (hereinafter “CONSULTANT”).

**RECITALS**

**WHEREAS**, on February 18, 2015, CITY and CONSULTANT entered into an agreement entitled “AGREEMENT FOR CONSULTANT SERVICES BETWEEN THE CITY OF SAN JOSE AND FAIRBANK, MASLIN, MAULLIN, METZ & ASSOCIATES, INC. (FM3 RESEARCH)” (“AGREEMENT”); and

**WHEREAS**, on December 7, 2017, CITY issued a Notice of Exercise of Option to retroactively extend the initial term of the AGREEMENT for the one-year option period through December 31, 2017; and

**WHEREAS**, on December 7, 2017, CITY issued a Second Notice of Exercise of Option to extend the term of the AGREEMENT for the one-year option period through December 31, 2018; and

**WHEREAS**, CITY and CONSULTANT desire to amend the AGREEMENT to continue and extend the term of the agreement through December 31, 2020, amend the schedule of performance, increase the maximum amount of total compensation to allow for additional Ballot Measure surveys, subject to the appropriation of funds, and modify the scope of services;

**NOW, THEREFORE,** the parties agree to amend the AGREEMENT as follows:

**SECTION 1.** The term of the AGREEMENT shall be from February 18, 2015 through December 31, 2020.

**SECTION 2.** SECTION 4, "COMPENSATION" SUBSECTION A. is amended to read as follows:

"A. The compensation to be paid to CONSULTANT, including both payment for professional services and reimbursable expenses, shall not exceed ONE MILLION DOLLARS (\$1,000,000), subject to the availability of funding. The rate and schedule of payment is set out in the amended EXHIBIT C, entitled "COMPENSATION".

**SECTION 3.** EXHIBIT A "SCOPE OF SERVICES" is amended to read as follows:

CONSULTANT shall perform the following services:

Upon appropriation of funds for services within the applicable fiscal year, and at the direction of the City Manager or the City Manager's designated representative, CONSULT shall conduct: surveys of San José residents to provide performance measurement data and assess satisfaction with CITY services; surveys of San José residents to determine community budget and service priorities; and as directed, surveys of San José voters about interest and support for potential ballot measures. In conducting this research, CONSULTANT shall perform the following services:

**Community Surveys:**

CONSULTANT shall perform two Community Surveys, to be completed no later than April 30, 2019 and November 30, 2020 and shall perform the following services:

- 1) Modify the existing survey questionnaire in consultation with CITY.

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**DRAFT--Contact the Office of the City Clerk at (408) 535-1260 or [CityClerk@sanjoseca.gov](mailto:CityClerk@sanjoseca.gov) for final document.**

- 2) Translate the modified questionnaire into Spanish and Vietnamese.
- 3) Conduct either an Address-based Residential Survey(s) or Dual-mode Voter Survey(s) to generate at least 1,000 responses from City of San José residents. The survey will have an average length of not more than 20 minutes, and will be conducted in English, Spanish and Vietnamese if over the phone, and English if online.
- 4) Design and generate cross-tabulations and other statistical tables as needed to conduct the analysis.
- 5) Code open-ended responses, if any, for computer analysis.
- 6) Meet with CITY to discuss the data analyzed and subsequent recommendations.
- 7) Benchmark survey results with other municipalities in consultation with other CITY staff.
- 8) Prepare a summary report, including all relevant tables. Provide, in a formal presentation, three (3) printed copies of the report, in addition to an electronic copy and a complete set of the survey data.
- 9) Time permitting, CONSULTANT may present survey results to CITY staff and Council.

#### **Budget Priorities Surveys:**

As directed, CONSULTANT shall perform Budget Priority Surveys during the term of this AGREEMENT and shall perform the following:

- 1) Modify the existing survey questionnaire in consultation with CITY.
- 2) Translate the modified survey into Spanish and Vietnamese.
- 3) Conduct either an Address-based Residential Survey(s) or Dual-mode Voter Survey(s) to generate at least 1,000 responses from City of San José residents. The survey will have an average length of not more than 20 minutes, and will be conducted in English, Spanish and Vietnamese if over the phone, and English if online.
- 4) Design and generate cross-tabulations and other statistical tables as needed to conduct the analysis.

- 5) Code open-ended responses, if any, for computer analysis.
- 6) Meet with CITY to discuss the data analyzed and subsequent recommendations.
- 7) Benchmark survey results with other municipalities in consultation with other CITY staff.
- 8) Prepare a summary report, including all relevant tables. Provide CITY with an electronic copy of the report, and up to twenty (20) copies of the complete set of survey data.
- 9) Present survey results to CITY staff, Council and up to three community meetings.

### **Ballot Measure Surveys:**

As directed, CONSULTANT shall perform Ballot Measure Surveys during the term of this AGREEMENT and shall perform the following:

- 1) Modify the existing survey questionnaire in consultation with CITY.
- 2) Translate the modified survey into Spanish and Vietnamese.
- 3) Conduct either an Address-based Residential Survey(s) or Dual-mode Voter Survey(s) to generate at least 1,000 responses from City of San José residents. The survey will have an average length of not more than 20 minutes, and will be conducted in English, Spanish and Vietnamese if over the phone, and English if online.
- 4) Design and generate cross-tabulations and other statistical tables as needed to conduct the analysis.
- 5) Code open-ended responses, if any, for computer analysis.
- 6) Meet with CITY to discuss the data analyzed and subsequent recommendations.
- 7) Benchmark survey results with other municipalities in consultation with other CITY staff.
- 8) Prepare a summary report, including all relevant tables. Provide CITY with an electronic copy of the report, and up to twenty (20) copies of the complete set of survey data.
- 9) Present survey results to CITY staff and Council

**SECTION 3.** FIRST REVISED EXHIBIT C, "COMPENSATION" is amended to read as follows:

CITY agrees to compensation CONSULTANT at rates consistent with the rates specified below for professional services performed in accordance with the terms and conditions of this AGREEMENT. The length and type of each survey is to be determined in consultation with CITY.

For each survey, CONSULTANT will invoice CITY based on the following payment schedule:

<u>Milestone</u>	<u>Amount of Payment</u>
Completion of final survey instrument	1/3 of cost of survey
Submission of cross-tabulation survey results	1/3 of cost of survey
Presentation of final report to City Council	1/3 of cost of survey

Address-Based Survey:

Survey Length: 20 Minutes  
Number of Interviews: 1,000  
Cost per Survey: \$78,750

Dual-Mode Voter Survey:

Survey Length: 20 Minutes  
Number of Interviews: 1,000  
Cost per Survey: \$50,750

The maximum amount of compensation to be paid to CONSULTANT under this AGREEMENT, including both payment for professional services and reimbursable expenses, shall not exceed ONE MILLION DOLLARS (\$1,000,000). Any hours worked

for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to CITY.

The rates specified above include all expenses and costs for materials.

**SECTION 4.** All of the terms and conditions of the amended AGREEMENT not specifically modified by this Third Amendment shall remain in full force and effect.

WITNESS THE EXECUTION HEREOF on the day and year first written above.

“CITY”

APPROVED AS TO FORM:

CITY OF SAN JOSE, a municipal corporation

By \_\_\_\_\_

\_\_\_\_\_  
ARLENE SILVA  
Deputy City Attorney

\_\_\_\_\_  
LELAND WILCOX  
Chief of Staff,  
Office of the City Manager

“CONSULTANT”

FAIRBANK, MASLIN, MAULLIN, METZ & ASSOCIATES, INC. (FM3 RESEARCH), a California Corporation

By \_\_\_\_\_

Name:  
Title: