

## **FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES**

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the City of Merced, a California Charter Municipal Corporation ("City"), and Fairbank, Maslin, Maullin, Metz & Associates, Inc., a California Corporation, whose address of record is 1999 Harrison Street, Suite 2020, Oakland, California 94612, ("Consultant").

WHEREAS, City is undertaking a project to conduct a feasibility survey regarding 2020 ballot measures; and,

WHEREAS, City and Consultant have previously entered into an Agreement for Professional Services ("Agreement") dated June 27, 2019; and,

WHEREAS, City and Consultant desire to amend said Agreement to provide for additional services in connection with said project.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants hereinafter recited, agree as follows:

1. Section 22, "ADDITIONAL WORK," is hereby added to the Agreement to read as follows:

"SECTION 22. ADDITIONAL WORK. Consultant shall perform the additional work outlined in the proposal from Consultant to City dated August 29, 2019, attached hereto as Exhibit "1".

2. Section 23, "ADDITIONAL COMPENSATION," is hereby added to the Agreement to read as follows:

"SECTION 23. ADDITIONAL COMPENSATION. City shall pay to Consultant the not to exceed additional sum of Fifty-Nine Thousand Five Hundred Dollars (\$59,500.00) for the additional work described in the proposal attached hereto as Exhibit "1" and in accordance with the rates set forth on Exhibit "1."

3. Except as herein amended, the Agreement dated June 27, 2019, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this First Amendment to Agreement to be executed on the date first above written.


CITY OF MERCED  
A California Charter Municipal  
Corporation

BY: \_\_\_\_\_  
City Manager

ATTEST:  
STEVE CARRIGAN, CITY CLERK

BY: \_\_\_\_\_  
Assistant/Deputy City Clerk

APPROVED AS TO FORM:

BY:  9-20-19  
City Attorney Date

ACCOUNT DATA:

BY: \_\_\_\_\_  
Verified by Finance Officer

CONSULTANT  
FAIRBANK, MASLIN, MAULLIN,  
METZ & ASSOCIATES, INC.,  
A California Corporation

BY: Curtis Below  
(Signature)

CURTIS BELOW  
(Typed Name)

Its: PARTNER & COO  
(Title)

BY: David Metz  
(Signature)

DAVID METZ  
(Typed Name)

Its: PRESIDENT  
(Title)

Taxpayer I.D. No. \_\_\_\_\_

ADDRESS: 1999 Harrison Street  
Suite 2020  
Oakland, CA 94612

TELEPHONE: (510) 451-9521

FAX: \_\_\_\_\_

E-MAIL: [curt@FM3Research.com](mailto:curt@FM3Research.com)



FAIRBANK, MASLIN,  
MAULLIN, METZ  
& ASSOCIATES

**CITY OF MERCED FINANCE MEASURE RESEARCH**

**PROJECT 220-5419**

**AUGUST 29, 2019**

1. Fairbank, Maslin, Maullin, Metz & Associates, Inc. (FM3) will provide public opinion research services (Services) for the City of Merced (Client) for a cost of \$29,750 per survey for a total cost not to exceed \$59,500.00.
2. These Services include: all professional and staff time, questionnaire design, translation, sample acquisition, survey programming, email invitations, survey hosting, telephone interviewing (English and Spanish), data entry and analysis, and reporting necessary to complete a dual-mode survey, averaging 15-20 minutes per interview, of 400 November 2020 likely voters.
3. Both parties will reach a mutual agreement on the contents of the research instruments. Client agrees that, when its approval is called for hereunder, it will promptly review and approve all such matters in good faith and in consultation with FM3, and that its approval will not be unreasonably withheld or delayed.

## **EXHIBIT 1**