



FAIRBANK, MASLIN,
MAULLIN, METZ
& ASSOCIATES

LETTER OF AGREEMENT
CITY OF OXNARD SURVEY RESEARCH
PROJECT 921-5393
JULY 10, 2019

1. It is agreed that Fairbank, Maslin, Maullin, Metz & Associates, Inc. (FM3) will provide public opinion research services (Services) for the City of Oxnard (Client) for a total cost not to exceed \$85,600.
2. These Services include all professional and staff time, questionnaire design, Spanish translation of questionnaire, sample acquisition and preparation, survey programming, telephone interviewing in English and Spanish, data entry and analysis, and reporting necessary to complete two surveys:
 - a) A baseline telephone survey, averaging 20 minutes per interview, of 600 City of Oxnard likely November 2020 voters.
 - b) A tracking survey to provide updated information, averaging 15 minutes per interview, of 500 City of Oxnard likely November 2020 voters.
3. Upon completion of each survey, FM3 shall provide a PowerPoint report with an analysis of the findings of the research and ongoing strategic consultation for Client.
4. 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. The research instruments include the questionnaire design and translations; techniques and methods for completing the surveys, such as sample acquisition and preparation, survey programming, telephone interviewing, data entry and analysis; the raw data collected to complete the reports described in Section 3; and any other techniques and methods necessary to provide the Services. The parties understand and agree that the research instruments constitute "Confidential Information" of a proprietary nature and are trade secrets of FM3 utilized in providing the Services. The parties agree that all Confidential Information provided to Client by FM3 in providing the Services shall be held in confidence by Client and used only in performance of this Letter of Agreement. The parties will take at least those measures that they take to protect their own most highly confidential information.
5. As compensation for Services under this Agreement, Client agrees to pay FM3 the final cost agreed upon by both parties in writing upon completion of the agreed upon scope of work. Invoices are due and payable upon receipt and will be considered past due fifteen (15) days after each invoice's date.

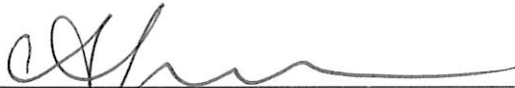
6. When FM3's Services conclude, all unpaid charges owed shall become immediately due and payable, according to the terms in the preceding paragraph.
7. This Letter of Agreement will take effect when Client returns a signed copy of this Letter of Agreement.
8. The prevailing party in any action or proceeding to interpret or to enforce any provision of this Letter of Agreement will be awarded reasonable attorney's fees and costs incurred in that action or proceeding or in any efforts to negotiate the matter. Each party to pay their own attorney fees.
9. This Letter of Agreement shall be binding upon and inure to the benefit of the successors and assigns of each of the parties hereto. This Letter of Agreement cannot be assignable without prior written approval by Client.
10. This Letter of Agreement is deemed to have been entered into in the County of Los Angeles, State of California, and shall be governed by the laws of the State of California. Any action or proceeding with respect to this Letter of Agreement or any matter arising therefrom shall be maintained exclusively in the Superior Court in the County of Los Angeles, California, as the jurisdiction and venue of which each party hereby specifically consents.
11. This Letter of Agreement contains the entire agreement and understanding concerning the subject matter hereof between the parties, and supersedes and replaces all prior negotiations, proposed agreements, written or oral.
12. This Letter of Agreement may be signed in one or more counterparts, each of which shall be deemed an original and shall be effective when the other parties have executed a counterpart.
13. The individuals executing this Letter of Agreement on behalf of each of the parties hereby represent and warrant that each is duly authorized to do so.
14. It is understood and agreed that Client is and shall be solely responsible for the use of the public opinion research provided by FM3 under this Letter of Agreement. It is understood and agreed that FM3 is solely responsible for the results of the public opinion research provided pursuant to this Letter of Agreement. FM3 shall at all times comply with state and federal law, and any statute, rule, regulation or order from any governmental or regulatory agency. In the event that any state and/or federal, regulatory agency or any other person and/or entity shall make a claim against Client or its' agents, employees, or affiliates which is in any manner related to this Letter of Agreement, the services of FM3, or the results of any public opinion research provided by FM3, FM3 shall indemnify and hold harmless included but not limited to costs and attorney fees incurred by Client in defense of such matter.
15. All notices, demands, requests or approvals to be given under this Agreement, shall be given in writing and conclusively shall be deemed served when delivered personally or on the third business day after deposit in the United States mail, postage prepaid, registered or certified, addressed as follows:

A. All notices, demands, requests or approvals from FM3 to Client shall be addressed to:

Alexander Nguyen, City Manager
300 West Third Street, 4th Floor
Oxnard, CA 93030


B. All notices, demands, requests or approvals from Client to FM3 shall be addressed to:

John Fairbank
Fairbank, Maslin, Maullin, Metz & Associates, Inc.
1999 Harrison Street, Suite 2020
Oakland, CA 94612



Alexander Nguyen
City of Oxnard

APPROVED AS TO FORM:



Stephen M. Fischer
City Attorney



John Fairbank
Fairbank, Maslin, Maullin, Metz & Associates, Inc.