

RESOLUTION NO. 2016-83

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA  
APPROVING AGREEMENT BETWEEN CITY OF MARINA AND FAIRBANK, MASLIN,  
MAULIN, METZ & ASSOCIATES (FM3) FOR PUBLIC OPINION RESEARCH SERVICES

WHEREAS, the City Council is currently considering the possibility of increasing the business license tax and/or approving a utility users tax, and; either of these actions will require voter approval and are likely to be of intense interest to the City's residents and businesses, and;

WHEREAS, California local governments commonly engage outside consultants to assist them in (i) developing ballot measures that will meet community needs, (ii) seeking community input into proposed measures, and (iii) responding to the community's need for factual, public information regarding proposed measures, and;

WHEREAS, while the City Council held multiple public meetings in April and May to start the discussion process and begin to get community input and feedback, and;

WHEREAS, Fairbank, Maslin, Maullin, Metz & Associates (FM3) has conducted community research for over 160 California cities dealing with issues such as public safety, libraries, parks, infrastructure, health care, open space, social services, and transportation.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Marina do hereby:

1. Approve agreement between the City of Marina and Fairbank, Maslin, Maullin, Metz & Associates (FM3) for public opinion research services (**EXHIBIT "A"**) in an amount not to exceed \$25,500, and
2. Authorize subsequent minor changes if necessary with City Attorney approval, and;
3. Authorize City Manager to execute agreement amendment on behalf of City subject to final review and approval by the City Attorney, and;
4. Authorize the Finance Director to make the necessary accounting and budgetary entries.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 7<sup>th</sup> day of June 2016 by the following vote:

AYES: COUNCIL MEMBERS: Amadeo, Brown, Delgado

NOES: COUNCILMEMBERS: Morton, O'Connell

ABSTAIN: COUNCILMEMBERS: None

ABSENT: COUNCILMEMBERS: None

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Bruce C. Delgado, Mayor

ATTEST:

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Anita Sharp, Deputy City Clerk

**CITY OF MARINA  
AGREEMENT FOR PUBLIC OPINION RESEARCH  
CONSULTING SERVICES**

This Agreement is made and entered into as of the 8<sup>TH</sup> day of June, 2016, by and between the City of Marina, a municipal corporation (“City”) and Fairbank, Maslin, Maullin, Metz & Associates (FM3), a professional corporation (“Contractor”).

**RECITALS**

- A. Contractor is specially trained, experienced and competent to perform the special services which will be required by this Agreement;
- B. Contractor possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.
- C. City desires to retain Contractor to render professional services of public opinion research as set forth in this Agreement.

**AGREEMENT**

1. Scope of Services. Contractor shall design and implement a statistically valid survey based upon a hybrid internet-telephone survey methodology and other additional services as summarized in the Contractor’s proposal dated June 2, 2016 (**EXHIBIT 1**).
2. Time of Performance. The services of Contractor are to commence upon execution of this Agreement and shall be performed through October 31, 2016.
3. Compensation. Compensation to be paid to Contractor shall not exceed \$25,500. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.
4. Method of Payment. Contractor’s bills shall include a description of the services performed and the period for which the services were performed. Payment of the undisputed amount of the invoice shall be paid to Contractor no later than 30 days after approval of the invoice by City staff, or within ten (10) days if invoice is for direct mail production.
5. Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, “Extra Work” means any work which is determined by City to be necessary, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without prior written authorization from City.
6. Termination. This Agreement may be terminated by City with or without cause upon fifteen days’ prior written notice of termination. The parties may also mutually agree to terminate this Agreement at any time. This Agreement may be terminated by either party in the event of a substantial failure by the other party to fulfill its obligations under this Agreement

through no fault of the terminating party. Upon mutual termination or termination by the City without cause, Contractor shall deliver all work product and other documents, whether completed in progress and be entitled to compensation for services performed up to the effective date of termination. If termination for cause is effected by the City an equitable adjustment in the price provided for in this Agreement shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due the Contractor at the time of termination may be adjusted to cover any additional costs to the City because of Contractor's default.

7. Ownership of Documents. All plans, studies, documents and other writings prepared by and for Contractor, its officers, employees and agents and subcontractors in the course of implementing this Agreement, except for working papers, notes, and internal documents and work drafts, shall become the property of the City, and the City shall have the sole right to use any materials paid for by the City in its discretion without further compensation to Contractor or to any other party. Contractor shall, at Contractor's expense, provide such reports, plans, studies, documents and other writings to City upon written request.

8. Contractor's Books and Records.

a. Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of five (5) years, or for any longer period required by law, from the date of the final period audited by Contractor.

b. Contractor shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of five (5) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Manager, City Attorney, City Auditor or a designated representative of these officers, except for the items excluded in paragraph 7 above. Copies of such documents shall be provided to the City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Contractor's address indicated for receipt of notices in this Agreement.

d. Where City has reason to believe that the records or documents addressed in this section may be lost or discarded due to dissolution, disbandment or termination of Contractor's business, City may, by written request by any of the above-named officers, require that custody of the records be given to the City and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by Contractor, Contractor's representatives, or Contractor's successor-in-interest.

9. Independent Contractor. It is understood that Contractor, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the City. Contractor shall obtain no rights to retirement benefits which accrue to City's employees, and Contractor hereby expressly waives any claim it may have to any such rights.

10. Interest of Contractor. Contractor (including principals, associates and professional employees) covenants and represents that it does not now have any investment or

interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Contractor's services hereunder. Contractor further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

Contractor is not a designated employee within the meaning of the Political Reform Act because Contractor:

a. will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the City or of any City official, other than normal agreement monitoring; and

b. possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation or counsel. (FPPC Reg. 18700(a)(2).)

11. Professional Ability of Contractor. City has relied upon the professional training and ability of Contractor to perform the services hereunder as a material inducement to enter into this Agreement. Contractor shall therefore provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Contractor under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Contractor's field of expertise.

12. Compliance with Laws. Contractor shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations.

13. Licenses. Contractor represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which is legally required of Contractor to practice its profession. Contractor represents and warrants to City that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Contractor to practice its profession. Contractor agrees, before commencing any work pursuant to this Agreement, to apply for, pay the fee for, and obtain a City of Marina business license.

14. Insurance Requirements.

a. Contractor, at Contractor's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies, as applicable to the services performed under this agreement.

i. Workers' Compensation Coverage. Contractor shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the City at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Contractor for City.

ii. General Liability Coverage. Contractor shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

iii. Automobile Liability Coverage. Contractor shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.

iv. Professional Liability Coverage. Contractor shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors or omissions which arises out of or is in any way connected with the performance of work under this Agreement by Contractor or any of the Contractor's employees, agents or subconsultants insofar as such loss, damage or injury results from Contractor's negligent, reckless or willful act or omission. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single-limit per occurrence basis.

b. Endorsements. Each general liability and automobile liability insurance policy shall be endorsed with the following specific language:

i. The City, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work or operations.

ii. This policy shall be considered primary insurance as respects the City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with it.

iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

iv. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents or volunteers.

v. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the City.

c. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Contractor shall demonstrate financial capability for payment of such deductibles or self-insured retentions.



19. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of Contractor. Assignments of any or all rights, duties or obligations of the Contractor under this Agreement will be permitted only with the express consent of the City. Contractor shall not subcontract any portion of the work to be performed under this Agreement without the prior written authorization of the City. If City consents to such subcontract, Contractor shall be fully responsible to City for all acts or omissions of the subcontractor. The City shall be an intended beneficiary of any work performed by a subcontractor for purposes of establishing a duty of care between the subcontractor and the City, however, nothing in this Agreement shall create any other contractual relationship between City and subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law.

20. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provisions under this Agreement.

21. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

22. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

23. Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

24. Prohibited Interests. Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

25. Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such nondiscrimination shall include, but not be limited to, all activities related to initial employment upgrading, demolition, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

26. Attorney's Fees. In the event of any controversy, claim or dispute relating to this Agreement or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees and costs.

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

CITY OF MARINA

Fairbank, Maslin, Maullin, Metz & Assoc.

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST: (Pursuant to Reso. 2016-83)

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

REVIEWED

\_\_\_\_\_  
Risk Manager

*Fairbank,  
Maslin,  
Maullin,  
Metz &  
Associates*

**FM3**

*Public Opinion Research  
& Strategy*

**TO:** Lauren Lai, Finance Director  
City of Marina

**FROM:** John Fairbank, Adam Sonenshein & David Sokolove  
Fairbank, Maslin, Maullin, Metz & Associates (FM3)

**RE:** Proposal to Conduct Public Opinion Research

**DATE:** June 6, 2016

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Thank you for the opportunity to outline the public opinion research services that FM3 can provide for the City of Marina as the City evaluates its options concerning the placement of one or more potential finance measures before voters on the November 2016 general election ballot.

FM3 has conducted community research for over 160 California cities seeking to address issues such as public safety, libraries, parks, infrastructure, health care, open space, social services, and transportation, and our research has resulted in voter approval of local finance measures in 74 California cities since 2008 – including 15 in the recent November 2014 election.

Our firm is also extremely active in the Monterey Peninsula and its constituent communities, providing research for the Cities of **Pacific Grove, Monterey, and Seaside**; the **Monterey Peninsula Community College District** and the **Monterey Peninsula Regional Park District**, and for private clients such as **California American Water** and local elected officials and political candidates including Monterey County Supervisor **Jane Parker**, U.S. Congressman **Sam Farr**, congressional candidate **Jimmy Panetta** and former State Assemblymember **Fred Keeley**. FM3 played a leading role for more than two decades, conducting research on public perception and support for the redevelopment of **Fort Ord**.

The balance of this proposal provides additional information about FM3's relevant experience, recommended research methodology, and associated costs.

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## RELEVANT EXPERIENCE

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- **FM3 is the recognized leader in conducting research to help California cities provide additional revenue for city services.** Historically, **over 95 percent of local revenue measures placed on the ballot by FM3 clients have been approved by voters.** Our firm has developed effective methodologies and strategies for conducting high quality voter research for municipal finance measures.

We make it a priority to work closely with each city and local stakeholder to design the research because we know every community is different and requires an approach that addresses its own unique characteristics and needs.

The following **74 California cities** have engaged FM3 since 2008 to help successfully pass ballot measures to fund city services and programs (nine Central Coast cities are underlined): **Alameda, Arvin, Bellflower, Benicia, Berkeley, Capitola, Carson, Carpinteria, Canyon Lake, Cathedral City, Cloverdale, Coachella, Commerce, Cotati, Culver City, Desert Hot Springs, Dinuba, Galt, Gardena, Gilroy, Glendale, Grover Beach, Healdsburg, Hercules, Huntington Beach, Indio, Inglewood, Kingsburg, Lakewood, La Mesa, La Habra, Lathrop, Larkspur, Los Angeles, Los Banos, Martinez, Monterey, National City, Norwalk, Orinda, Oxnard, Palo Alto, Paramount, Pasadena, Redondo Beach, Reedley, Riverside, Rohnert Park, Sacramento, San Anselmo, San Bernardino, San Francisco, San Jose, San Luis Obispo, Sanger, Santa Ana, Santa Barbara, Santa Clara, Santa Cruz, Santa Fe Springs, San Juan Capistrano, Santa Monica, Santa Rosa, Seal Beach, Seaside, Selma, South El Monte, South Gate, South Pasadena, Stanton, Stockton, Vallejo, and Wildomar.**

Most recently, in the November 2014 general election, FM3's research helped a number of California cities, including **Benicia, Berkeley, Canyon Lake, Cloverdale, Grover Beach, Indio, Monterey, National City, Norwalk, Palo Alto, San Francisco, San Luis Obispo, Santa Ana, Seal Beach, and Stanton**, pass ballot measures to provide funding for local public services. Our research also helped pass countywide finance measures for the counties of **Fresno** and **Humboldt**.

In addition to determining overall support for a proposed ballot measure, our survey research tests voter preferences for the funds raised. This research enables our clients to better understand the public's priorities, allowing each city to craft its measure to address their residents' unique needs and ensure the greatest level of support. We have adapted our experience in this field to the needs of local governments that seek voter approval for both capital and operational budget increments.

In particular, our opinion research services and methods will:

- Identify the official 75-word title and ballot label, including specific words, phrases, and language to use in developing the ballot resolution;
- Evaluate voters' responses to different funding mechanisms, e.g. business license tax (BLT) vs. utility users tax (UUT) measure;
- Determine support for a general purpose vs. special purpose measure;
- Test voter support for programs, provisions, taxation rates, and funding initiatives; and

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- Examine different educational messages and framing to help voters understand the City's needs for additional revenue to maintain vital local services, and make specific capital/infrastructure improvements.
- **FM3 serves as the League of California Cities' primary Opinion Research Firm.** FM3 research for the League led to the passage of **Proposition 22** in November 2010, which helps to protect city and county tax revenue and funds intended to be used for transportation projects and services. In addition to the above-stated research, FM3 helped the League successfully pass **Proposition 1A, the statewide Local Taxpayer Protection Act** in 2004. FM3's research services also helped the League and a coalition of local governments **defeat Proposition 90** (November 2006) as well as a similar measure, **Proposition 98**, and pass **Proposition 99** in the June 2008 Statewide election. FM3 also regularly conducts seminars and forums with the League of California Cities to educate city leaders on how public opinion research can be used to address the concerns, needs, and priorities of their residents, and provide additional funds for vital city services.

FM3 is currently involved in ongoing research with a coalition of government interests, including the League of California Cities, in efforts to **reduce the local vote threshold on dedicated local taxes from two-thirds to 55 percent**, advocate for a **regulatory role for local government in the event of marijuana legalization**, and to **exclude stormwater revenue and fees from the popular vote requirements** of Proposition 218.

## RESEARCH METHODOLOGY

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### Survey Methodology

FM3 recommends conducting the City's survey using our firm's dual-mode telephone and internet data collection methodology. Utilizing this methodology will provide the City's electorate with the greatest number and variety of opportunities to participate in the survey, significantly increasing the likelihood of ultimately completing interviews with the recommended number of voters.

The last few years have seen significant changes in the ways many Americans use telephones and other communications technology. The dramatic rise in the use of caller I.D. and similar features has led to an unprecedented increase in individuals screening their calls. At the same time, the use and prevalence of the Internet has exploded as an increasingly greater proportion of the population has access through their smartphone or other mobile device. These changes have had a significant impact on the discipline of public opinion research. While the traditional methodology of conducting randomized telephone surveys continues to provide highly-accurate data on public sentiments in a cost-effective manner, the rise of call-screening behavior presents growing challenges for survey projects attempting to achieve generalizable results within modestly-sized populations, such as those the size of the City of Marina electorate.

The contemporary approach for gathering statistically-reliable data is to employ the traditional telephone survey methodology alongside the latest online survey applications. While many respondents are willing to offer their opinions through a telephone survey, there are several identifiable segments of the electorate who are more likely to respond to an online version of the survey. In this way, combining the data from

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the telephone and online surveys produces an all-inclusive, representative sample of the City's voters. Using this modern dual-mode survey methodology, FM3 collects survey data in two phases:

Phase I: Online Interviews:

During this phase, FM3 will pull a randomized sample of City of Marina likely voters. FM3 will collect email addresses for respondents in this sample from three sources:

- (1) The Monterey County Elections Department
- (2) The City's own records (if available)
- (3) Matching the names of those who do not have an email address on file with the Elections Department against a list of email addresses obtained from commercially available consumer records

Once FM3 has identified email addresses for the number of respondents desired, an invitation will be sent to the individuals for whom an email address is available. To encourage the greatest possible level of participation in the survey, we recommend using the City's electronic stationery for this email invitation, with the invitation electronically "signed" by the City Manager, explaining that the City has hired an independent public opinion research firm to conduct a survey about issues that are relevant to local residents. The email invitation will provide a link for the voter to take the survey online. Within three to four days after this initial email invitation is sent, a second reminder email will be directed to recipients who have not yet taken the survey, requesting that they do so.

Phase II: Telephone Interviews:

Within a week of the initial email's distribution, FM3 will conduct a thorough examination of the demographic characteristics of those who have taken the survey online. By comparing the demographics of those who have completed an online survey with the attributes of the City's likely voters, FM3 will note specific subsets that are either overrepresented or underrepresented in the online sample. In many communities, those who opt to take a survey online tend to be both younger and more recent voter registrants than the broader population.

FM3 will then conduct further interviews with additional respondents by telephone. The telephone interviews will be conducted primarily among respondents who were underrepresented in the online sample, thereby producing an overall survey sample using both methodologies (online and telephone) that is representative of the City's likely voter universe.

Given the composition of those who generally opt to take surveys online, it is likely that telephone interviews will be heavily concentrated among respondents ages 50 and over, and other groups that are less likely to have an email address on public record. FM3 will conduct a smaller number of telephone interviews among individuals whose demographic profile matches that of the online survey participants, but for whom no email address is available, to ensure the accuracy of the data produced by the online portion of the survey.

Utilizing both telephone and online survey methodologies will provide the ability to:

- 1) Complete a greater number of interviews, thereby decreasing the survey's margin-of-error, and;
- 2) Capture opinions from a pool of respondents who are representative of the City's desired audience.

In summary, FM3 recommends using the dual-mode methodology for this project because this approach provides specific benefits not attainable using a traditional telephone-only survey methodology, as discussed above. However, FM3 will be happy to conduct a survey for the City utilizing whichever methodology is ultimately chosen as most appropriate for this project.

FM3 proposes to initially conduct a benchmark survey that will take approximately 20 minutes for the average respondent to complete over the telephone or online. This will allow the City to test all meaningful concepts associated with the desired revenue measures while concurrently assessing the awareness, knowledge, and perceptions of voters regarding the City and its finances overall.

In order to provide the City with a comprehensive understanding of voter support for the measures, FM3 proposes to conduct a dual-mode telephone and online survey with a base sample of 300 registered voters who are considered likely to cast a ballot in the November 2016 general election. An overall sample size of 300 would yield a +/-5.7 percent margin of error.

A 300-respondent sample is sufficient for a jurisdiction the size of the City of Marina. A sample of this size will allow the research team to analyze key demographic groups such as gender, age, party registration, race/ethnicity, parental status, geography, and other demographic variables of interest.

### **Questionnaire Design**

In designing the survey research, FM3 will draw from its knowledge of public opinion survey methodology, our comprehensive review of the City's objectives and financial needs, and our vast library of research experience helping other California cities pass similar finance measures. FM3 will also be guided by the input received from the City itself during the questionnaire's design. The process will begin with an initial kickoff meeting between FM3 and a City staff member assigned to the research project. The meeting will provide a comprehensive discussion about major issues regarding the need for additional funding, the City's programs and services, the City's budget, and other issues or challenges that should be explored in the survey.

FM3 will then present a first draft of the questionnaire to the City team for review and comment. After collecting feedback on the first draft, we will revise and refine the survey.

We foresee proceeding through several drafts, incorporating feedback from City staff before each revision to develop a research instrument that is capable of obtaining all of the information desired. Before interviewing commences, FM3 will obtain approval from the appropriate City representative on the final version of the questionnaire.

While we anticipate developing the survey questionnaire in close consultation with City personnel, we envision that the instrument will explore the following areas, among others:

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- ✓ Do voters believe that things in the City are moving in the right direction, or do they think things have gotten off on the wrong track?
- ✓ Do voters perceive a need for additional funding for local City services?
- ✓ How concerned are voters about the City budget?
- ✓ How do voters rate the City's management and performance?
- ✓ What is the image of the City as a service provider and as an administrative agency? Do voters trust it to spend taxpayer money efficiently and as promised?
- ✓ Are voters open to supporting the two proposed City of Marina finance measures on the same ballot?
- ✓ What are the best words and phrases to include in the ballot titles and 75-word ballot labels? How do voters respond to various wording alternatives for the ballot labels?
  - Are there alternative finance measures that voters would be more likely to support rather than the Business License Tax or Utility User Tax?
- ✓ What is the maximum tax rate and/or dollar amount voters will support?
- ✓ Given realistic options, how do voters prefer measure funds be spent? Which items in the City's current priority list (as well as those that are not included) are the highest priorities for voters?
- ✓ To what extent will provisions such as the formation of a citizens' oversight committee and annual independent financial audits affect support for the measures?
- ✓ What legally-permissible, non-advocacy informational themes and messages are most effective in building and solidifying support for the measures?
  - Are there different themes and priorities that resonate with voters based on where they live?
- ✓ Among the various anti-finance measure messages likely to be utilized by opponents, which one(s) present the greatest threat to support for the measures, and what specific communication steps can the City and other supporters take to inoculate voters from the impact of negative arguments?
- ✓ Who are the most credible spokespersons and organizations to advocate on behalf of the measures?
- ✓ How may the presence of other local, countywide, regional, and/or statewide finance measures impact support for the measures in November 2016?

In addition, the survey instrument will gather relevant demographic information from respondents to analyze responses by gender, age, party registration, ethnicity, and other relevant demographic groupings. This data will help identify consistent supporters and opponents of the measures and those who can potentially be persuaded to support the measures after receiving additional information. Relevant geographic data about survey respondents will be provided by the voter file, as all voters are required to provide a current residential address when they register to vote.

### **Survey Length and Sample Design**

As previously mentioned, FM3 recommends conducting a 20-minute baseline dual-mode (telephone and online) survey of 300 City of Marina registered voters likely to participate in the November 2016 general election. A survey of approximately 20 minutes in length typically allows for 60-70 discrete questions, depending on the average question length.

## **Sample Vender**

FM3 will utilize Statewide Information Systems (SIS) as its sample vendor for this project. FM3 has worked with SIS, the leading voter sample vendor in California, for the last two decades. SIS provides the most up-to-date lists of voter names, addresses, telephone numbers (listed, unlisted, and cell phones), email addresses, voter party registration, and past voter history (in which past elections individuals have voted). The voter sample will consist of landline and cell phone numbers and email addresses used by residents when they registered to vote in the City. Additionally, FM3 will work with SIS to match names and addresses with other vendor lists of all voters to ensure those telephone numbers and email addresses are current. FM3 is one of few public opinion firms to use this “matching” technique to ensure all eligible voters have the same likelihood of being contacted for the survey, regardless of whether they have changed their phone number or email address since registering to vote (or declined to provide one when they initially registered).

FM3 proposes to review its procedures with City representatives to ensure satisfaction with all technical aspects of the sample selection.

## **Pre-Testing**

Once approved for fielding, the questionnaire will be pre-tested with a small sample of City of Marina voters to assure ease of administration and flow. Such testing will also verify the questionnaire’s length, and the clarity and comprehensibility of the survey questions. The results of the pre-test will be reviewed with City staff and the project team in order to determine whether any adjustments are to be made before interviewing proceeds.

## **Interviewing**

FM3 will subcontract telephone interviewing services to Opinion Services, Inc. (OS), a U.S.-based telephone interviewing facility with whom we have collaborated on countless research projects over the years. OS’s facilities have well-established procedures to supervise the interviewing process and to verify that interviews are conducted according to specifications. Among these procedures are the monitoring of actual interviews by on-site supervisors, identification of each interview by interviewer, and the use of a regularly-employed staff of professional, full-time interviewers. There is an established protocol for callbacks of busy or "not-at-home" numbers designed specifically to maintain the randomness of interviewee selection. FM3 proposes to review its procedures with the City team to ensure client satisfaction with all technical aspects of the sample selection and interviewing process.

If the City opts to use FM3’s recommended dual-mode (telephone and Internet) methodology for this project, FM3 will subcontract internet hosting and email services to GMI Research, one of the country’s leading firms in the field of web-based public opinion research. FM3/GMI’s online interviewing option is optimized to enable respondents to easily take the survey from either a computer or a tablet/smartphone device, providing respondents with enormous flexibility regarding when and how they can participate in the survey.

FM3 proposes to review its procedures with City representatives to ensure satisfaction with all technical aspects of the interviewing process.

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## Data Analysis

Response data will be analyzed by FM3’s Data Processing and Analysis Department staff using Survey System and SAS software, both well-documented and widely used data analysis software packages. As needed, FM3 may augment Survey System and SAS with its own custom-designed statistical analysis program to report the tabulation and cross-tabulation of data. The Data Processing and Analysis Department staff employ a data checking and editing system to eliminate errors and document the handling of data received from the interviewers.

Within one to two days after interviewing has been completed, FM3 will deliver a hard copy and email of the aggregate “topline” results of the survey to the City in “DRAFT” form for initial internal review. These results will show the overall percentage of respondents that chose each answer to all of the survey’s questions.

Within two to three days, FM3 will then provide a comprehensive “DRAFT” set of cross-tabulated results. The cross-tabulated results will include a table for each question or demographic variable in the survey, with a series of up to 200 columns indicating how various subgroups of the City of Marina electorate responded to that question. The cross-tabulated results will make it possible to detect variations in response for each survey question among various subsets of the population. For example, it will be possible to compare men and women, residents under and over age 50, responses based on party registration, ethnicity/race, homeowners and renters, voters who have school-age children and those who do not—and many more subgroups of the population.

Finally, FM3’s custom-designed data processing software package can convert the raw electronic data to ASCII format or virtually any other, so that the actual results of the survey can be transmitted electronically to the City at the conclusion of the study upon request.

## Reports and Presentations

Results of the survey can be presented both in person and in writing, depending on the City’s scheduling needs and/or preferences. This report will at a minimum take the form of a detailed PowerPoint presentation, but can take additional forms as needed. The report will provide clear recommendations for how to best move forward with a public information campaign, and how to use the survey data to maximize success.

After FM3’s report and presentation have been completed, FM3 will remain available to answer follow-up questions from the City and present results to key stakeholders. We view the survey’s responses as an ongoing data resource; if the need arises, FM3 can perform further analysis to provide answers to follow-up questions that may be posed by the City or other interested parties—whether the measures are placed on the 2016 ballot or not.

## Deliverables

Upon conclusion of the survey project, the City will have received from FM3 all of the documents listed below. These documents will provide the roadmap for a successful public education effort – or

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justification for delaying placing the measures on the ballot. The presentation will outline key messages, issues, and phrases that effectively inform voters about the importance of approving the revenue measure. All documents can be provided in hard copy or electronic form (or both), depending on the City's preference.

- ✓ ***Final survey questionnaire***
- ✓ ***Topline survey results*** (the survey questionnaire filled in with the percentages having chosen each response code)
- ✓ ***Full cross-tabulated results*** (responses to every question in each survey, broken down by dozens of demographic, geographic, and attitudinal subgroups of the population)
- ✓ ***PowerPoint presentation*** (graphs of topline results, additional key survey findings, conclusions, and actionable recommendations)
- ✓ ***Reporting of results*** (depending on the situation, the City's needs and the final survey results, this may take the form of a press memo, executive memo, or more in-depth review highlighting important survey results, executive findings, conclusions, and relevant actionable recommendations)
- ✓ ***Raw data from the survey in electronic form***

## Research Costs

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FM3 is prepared to conduct the research outlined in this proposal – a dual mode survey in English among 300 City of Marina likely voters - for a total of **\$25,500**. This price figure is comprehensive, and reflects all costs for sample acquisition, questionnaire development, programming and pre-testing the survey, online survey hosting and emailing, telephone interviewing, data entry, cross-tabulation, data analysis, and preparation and presentation of survey results. Direct incidental expenses, such as extra reproduction of reports and travel, are not included but would be billed at cost if incurred.

Of course, any number of alternative survey structures are possible, which may result in higher or lower costs. FM3 is committed to working with you to tailor the research plan to fit your budget and meet your research needs.

If you have any questions about our firm, or if you would like more information, please do not hesitate to contact us at our Los Angeles office, listed below.

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We would welcome the opportunity to work with you to craft a pair of successful finance measures. Thank you for your consideration.

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Honorable Mayor and Members  
of the Marina City Council

City Council Meeting  
of June 7, 2016

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2016-  
APPROVING AGREEMENT BETWEEN CITY OF MARINA AND  
FAIRBANK, MASLIN, MAULIN, METZ & ASSOCIATES (FM3) FOR  
PUBLIC OPINION RESEARCH SERVICES, AUTHORIZING  
SUBSEQUENT MINOR CHANGES IF NECESSARY WITH CITY  
ATTORNEY APPROVAL, AUTHORIZING CITY MANAGER TO  
EXECUTE AGREEMENT ON BEHALF OF CITY AND AUTHORIZE  
THE FINANCE DIRECTOR TO MAKE THE NECESSARY  
ACCOUNTING AND BUDGETARY ENTRIES**

**REQUEST:**

It is requested that the City Council consider:

1. Adopting Resolution No. 2016- approving agreement between City of Marina and Fairbank, Maslin, Maullin, Metz & Associates (FM3) for public opinion research services,
2. Authorize subsequent minor changes if necessary with City Attorney approval, and;
3. Authorize City Manager to execute agreement amendment on behalf of City, and;
4. Authorize the Finance Director to make the necessary accounting and budgetary entries.

**BACKGROUND:**

The City Council is currently considering the possibility of increasing the business license tax and/or approving a utility users tax. Either of these actions will require voter approval and are likely to be of intense interest to the City's residents and businesses. California local governments commonly engage outside consultants to assist them in (i) developing ballot measures that will meet community needs, (ii) seeking community input into proposed measures, and (iii) responding to the community's need for factual, public information regarding proposed measures. The City Council held multiple public meetings in April and May to start the discussion process and begin to get community input and feedback.

**ANALYSIS:**

In order to better gauge community interest and obtain community feedback, the City can hire a public opinion research firm to conduct a community research survey. Local governments often engage such a research program when developing ballot measures and potentially controversial programs or policies.

Fairbank, Maslin, Maullin, Metz & Associates (FM3) has conducted community research for over 160 California cities dealing with issues such as public safety, libraries, parks, infrastructure, health care, open space, social services, and transportation, and FM3 research has resulted in voter approval of local finance measures in 74 California cities since 2008 – including 15 in the recent November 2014 election.

FM3 is active in the Monterey Peninsula and its constituent communities, providing research for the Cities of Pacific Grove, Monterey, and Seaside, the Monterey Peninsula Community College District and the Monterey Peninsula Regional Park District.

The survey will be conducted using FM3 dual-mode telephone and internet data collection methodology. Utilizing this methodology will provide the City's public with the greatest number and variety of opportunities to participate in the survey, thereby significantly increasing the likelihood of ultimately completing interviews with the recommended number of participants. Based upon the final survey questions, the sample size and survey duration will range from 200 to 300 participants and 20 minutes, respectively. If approved by Council, the survey would be conducted within about a week and results will be summarized for the Council review at a public meeting in early July. This professional agreement is provided as **EXHIBT A**.

**FISCAL IMPACT:**

Should the City Council approve this agreement, the City shall pay Fairbank, Maslin, Maullin, Metz & Associates (FM3) an amount not to exceed \$25,500.

**CONCLUSION:**

This request is submitted for City Council consideration and possible action.

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Lauren Lai, CPA  
Finance Director  
City of Marina

**REVIEWED/CONCUR:**

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Layne P. Long  
City Manager  
City of Marina