

RESOLUTION NO. 12-86

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH ETC INSTITUTE FOR THE PROVISION OF A CITIZEN SURVEY IN AN AMOUNT NOT TO EXCEED \$27,000.00; RECOGNIZING THAT THIS AGREEMENT IS BASED ON THE AGREEMENT BETWEEN ETC INSTITUTE AND THE CITY OF CORAL SPRINGS, FLORIDA WHICH WAS COMPETITIVELY ENTERED INTO IN A MANNER SIMILAR TO THAT SET FORTH IN CHAPTER 2, ARTICLE V, OF THE CITY CODE; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Doral seeks to conduct a citizen survey to provide a measure of citizen satisfaction as well as a measure of progress over time that allows for future planning; and

WHEREAS, Staff respectfully requests that the City Council authorize the City Manager to negotiate and enter into an agreement with ETC Institute for the provision of a citizen survey in an amount not to exceed \$27,000.00; and

WHEREAS, Staff further requests that the City Council recognize that this agreement is based on the agreement between ETC Institute and the City of Coral Springs, Florida (Exhibit A) which was competitively entered into in a manner similar to that set forth in Chapter 2, Article V of the City Code.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DORAL AS FOLLOWS:

Section 1. The City Council of the City of Doral hereby authorizes the City Manager to negotiate and enter into an agreement with ETC Institute for the provision of a citizen survey in an amount not to exceed \$27,000.00.

Section 2. The City Council further recognizes that this agreement is based on the agreement between ETC Institute and the City of Coral Springs, Florida (Exhibit A) which was competitively entered into in a manner similar to that set forth in Chapter 2, Article V of the City Code.

Section 3. This Resolution shall become effective immediately upon adoption.

The foregoing Resolution was offered by Councilmember Cabrera who moved its adoption. The motion was seconded by Vice Mayor DiPietro and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Michael DiPietro	Yes
Councilmember Luigi Boria	No
Councilmember Pete Cabrera	Yes
Councilmember Ana Maria Rodriguez	Yes

PASSED AND ADOPTED this 11th day of June, 2012.



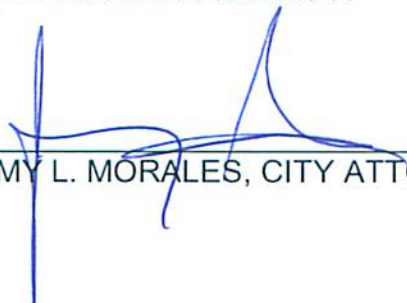
JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:



BARBARA HERRERA, CITY CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:



JIMMY L. MORALES, CITY ATTORNEY

EXHIBIT “A”

PUBLIC OPINION SURVEYING SERVICES AGREEMENT

THIS AGREEMENT, made and entered into the 5 day of October, 2010 by and between:

CITY OF CORAL SPRINGS, FLORIDA
a municipal corporation
9551 West Sample Road
Coral Springs, Florida 33065
(hereinafter referred to as "CITY")

AND

ETC INSTITUTE INC.
a foreign corporation
725 West Frontier Circle
Olathe, Kansas 66061
(hereinafter referred to as "CONTRACTOR")

WHEREAS, on June 29, 2010, CITY issued Request for Proposals No. 10-A-081 for Public Opinion Surveying Services; and

WHEREAS, the staff recommends that CITY award a contract to ETC Institute Inc.; and

WHEREAS, the City Commission concurs with the staff recommendation and believes it is in the best interest of the City; now, therefore,

IN CONSIDERATION of the mutual covenants and undertakings and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties do mutually covenant and agree as follows:

1. STATEMENT OF WORK

- 1.1 CONTRACTOR shall provide services to conduct public opinion surveys as requested by CITY. The surveys will provide a statistically credible benchmark of attitudes and perceptions toward CITY services and community needs in order to meet or exceed customers' expectations.
- 1.2 CONTRACTOR shall complete the Statement of Work as outlined in Exhibit "A", attached hereto and incorporated herein. The parties acknowledge that there are two separate surveys to be completed under this Statement of Work. There is a residential component and a business component. Each component shall be completed separately with the

appropriate reports, study instrument, design plan, pre-test results, data entry and analysis for each component. CONTRACTOR shall submit all required reports electronically to the CITY'S Project Administrator, with a copy to the Purchasing Administrator, for each component. In addition, CONTRACTOR shall provide CITY with five copies of the final report for each component. The Project Administrator for the residential survey is Susan Grant, Director of Financial Services and Human Resources (sgrant@coralsprings.org). The Project Administrator for the business component is Larry Staneart, Director of Development Services (lstaneart@coralsprings.org).

- 1.3 The Statement of Work, pursuant to Section 1.2, shall be based upon a project component of one thousand (1,000) completed random sample surveys among residents of Coral Springs and two hundred fifty (250) completed random sample surveys among community businesses. The parties acknowledge that the CITY will provide a separate Notice to Proceed for each component.
- 1.4 CONTRACTOR shall advise CITY staff on methodologies and analytical techniques for the following:
 - (a) refining and understanding of customer requirements for programs and initiatives and identifying "drivers" and key attributes that affect customer satisfaction with the City generally and for specific programs and initiatives;
 - (b) identifying sub-populations that differ significantly from the city population at large in their requirements for program and/or their satisfaction with City programs;
 - (c) determining what actions can be taken to increase residents and sub-populations of residents satisfaction with the City generally and specific programs; and
 - (d) determining support for possible initiatives or changes in programming or policy; and
 - (e) assisting CITY staff in questionnaire construction, item generation, response format and item selection to achieve both reliability and validity, and increase relevance to strategic planning and business planning process.

2. RESPONSIBILITIES OF CITY

- 2.1 CITY shall prepare initial survey questions and revise as needed based upon review by CONTRACTOR.

2.2 Provide additional assistance to CONTRACTOR, as required, to ensure completion of Statement of Work.

2.3 The Statement of Work herein contemplates that CITY will provide any required information to CONTRACTOR on a timely basis.

3. CONTRACT TERM

3.1 This Agreement shall be effective upon the approval of the City Commission, and shall terminate on September 30, 2012, with an option to renew for two (2) additional two (2) year terms, under the same terms and conditions, provided that funds are available and appropriated by the City Commission.

3.2 CONTRACTOR acknowledges that during the term of this Agreement, CONTRACTOR shall commence and perform surveys as required by CITY upon the issuance of a Notice to Proceed by the Purchasing Administrator.

3.3 CONTRACTOR acknowledges that the Statement of Work pursuant to Section 1.2 of this agreement shall be completed no later than six-weeks after the issuance of the Notice to Proceed. The Purchasing Administrator may approved an extension of time should it be determined to be necessary and warranted.

4. COMPENSATION

4.1 For the services provided in section 1.2 of this Agreement, CONTRACTOR shall be paid an amount not to exceed forty four thousand two hundred dollars (\$44,200.00) as follows:

Not to Exceed

Residential Survey Component..... \$20,600.00
(including cross-tabulations, importance –
satisfaction priorities analysis and
geocoding and one meeting in Coral Springs)

Commercial Survey Component.....\$20,600.00
(including cross-tabulations, importance –
satisfaction priorities analysis and
one meeting in Coral Springs)

Travel (to cover one additional meeting for
each component, if requested by the City)..... \$1,500.00 each

Any additional travel costs and related expenses shall be billed in conformance with section 112.061, Florida Statutes, subject to prior approval of travel by Purchasing Administrator.

- 4.2 Project costs will be billed and payable upon project completion, submission of a final report, and acceptance by CITY, payable within thirty (30) calendar days of invoice date.
- 4.3 CONTRACTOR and CITY acknowledge that CONTRACTOR may be requested to undertake additional public opinion surveys. The Statement of Work for any additional surveys and compensation shall be agreed to by the parties and included as an amendment to this Agreement. The Purchasing Administrator is authorized to approve an additional Statement of Work for additional surveys not to exceed a total of twenty thousand dollars (\$20,000.00).
- 4.4 CONTRACTOR shall submit invoices upon completion of the work in duplicate and itemized as to quantity, description, and applicable discount (if any) to:

City of Coral Springs
Human Resources Department
9551 West Sample Road
Coral Springs, FL 33065
Attn: Director

Invoices must clearly indicate the City of Coral Springs' name, address to which the material was delivered or services provided, and the correct purchase order number.

- 4.5 Payment shall be made by CITY within thirty (30) calendar days after receipt of the invoice(s), provided that said invoice(s) has been approved by CITY and the work has been accepted by CITY.

Section 5. TAXES

- 5.1 CONTRACTOR shall pay all applicable sales, consumer use and other similar taxes required by law.

Section 6. PATENTS

- 6.1 CONTRACTOR shall pay all license fees and royalties and assume all costs arising out of or from the use of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others and used in the performance of the work which is the subject of this Agreement.

Section 7. INDEMNIFICATION

- 7.1 GENERAL INDEMNIFICATION: CONTRACTOR shall indemnify, defend, save and hold harmless CITY, its officers, agents and employees, from all claims, damages, losses, liabilities and expenses direct, indirect or consequential, arising out of or alleged to have arisen out of or in consequence of the operations of CONTRACTOR or his subcontractors, agents, officers, servants, independent contractors or employees pursuant to this Agreement, specifically including but not limited to those caused by or arising out of (a) a defective condition in any services provided pursuant to this Agreement, whether patent or latent; (b) any act, omission, default or negligence of CONTRACTOR in the provision of the services under this Agreement; (c) the breach of any warranty and/or term of this agreement by CONTRACTOR (d) the violation of federal, state, county or municipal laws, ordinances or regulations by CONTRACTOR.
- 7.2 PATENT AND COPYRIGHT INDEMNIFICATION: CONTRACTOR shall indemnify, defend, save and hold harmless, CITY, its officers, agents and employees from all claims, damages, losses, liabilities and expenses arising out of an alleged infringement of copyrights, patent rights, the unauthorized or unlicensed use of any material, property or other work in connection with the performance of the services provided pursuant to this Agreement.
- 7.3 CONTRACTOR shall pay all claims, losses, liens, fines, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to reasonable attorney's fees and court and arbitration costs. These indemnifications shall survive the term of this Agreement.
- 7.4 CONTRACTOR shall defend all actions in the name of CITY when applicable, however, CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONTRACTOR under this indemnification agreement. Nothing contained herein is intended nor shall be construed to waive CITY'S rights and immunities under the common law or Florida Statutes 768.28 as amended from time to time.

Section 8. WARRANTIES

- 8.1 CONTRACTOR warrants to CITY that it shall comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under the Agreement.

- 8.2 CONTRACTOR warrants to CITY that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the Agreement.
- 8.3 CONTRACTOR warrants to CITY that the consummation of the work provided for in this Agreement will not result in the breach of any term or provision of or constitute a default under any indenture, mortgage, contract or agreement to which CONTRACTOR is a party.
- 8.4 CONTRACTOR warrants that the sample size chosen will yield a 95% confidence interval with a maximum sample error of +/- five percent (5%).
- 8.5 No warranty, either express or implied, may be modified, excluded, or disclaimed in any way by CONTRACTOR. All warranties shall remain in full force, notwithstanding acceptance and payment by CITY.

Section 9. INSURANCE

- 9.1 **UPON EXECUTION OF THIS AGREEMENT BY CONTRACTOR, CONTRACTOR SHALL SUBMIT TO CITY COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES AND SPECIFICALLY PROVIDING THAT THE CITY OF CORAL SPRINGS (DEFINED TO MEAN THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES, VOLUNTEERS AND REPRESENTATIVES) IS AN ADDITIONAL INSURED OR ADDITIONAL NAMED INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF CONTRACTOR UNDER THE AGREEMENT.** In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, CONTRACTOR shall furnish, at least thirty (30) calendar days prior to expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of that period of the contract and extension thereunder is in effect. CONTRACTOR shall not continue to perform the services required by this Agreement unless all required insurance remains in full force and effect.
- 9.2 CONTRACTOR shall procure and maintain at its own expense and keep in effect during the full term of the Agreement a policy or policies of insurance which must include the following coverages and minimum limits of liability:
- (a) Worker's Compensation Insurance for all employees of CONTRACTOR engaged in work under the Agreement in

accordance with the laws of the State of Florida. CONTRACTOR shall agree to be responsible for the employment, control, and conduct of its employees and for any injury sustained by such employees in the course of their employment.

- (b) Comprehensive General Liability Insurance with the following minimum limits of liability:

\$1,000,000.00 Combined Single Limit, Bodily Injury and Property Damage per occurrence.

Coverage shall specifically include the following minimum limits not less than those required for Bodily Injury Liability and Property Damage:

\$1,000,000.00 Combined Single Limit, Bodily Injury and Property Damage per occurrence.

- (1) Premises and Operations;
- (2) Independent Contractors;
- (3) Products and Completed Operations;
- (4) Broad Form Property Damage;
- (5) Broad Form Contractual Coverage applicable to the Agreement and specifically confirming the indemnification and hold harmless agreement in the Agreement;
- (6) Personal Injury Coverage with employment and contractual exclusions removed and deleted; and

- (c) Comprehensive Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by CONTRACTOR in the performance of the work with the following minimum limits of liability:

\$ 500,000.00 Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence

- 9.3 The required insurance coverage shall be issued by an insurance company duly authorized and licensed to do business in the State of Florida with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide:

Financial Stability B+ to A+

- 9.4 CONTRACTOR shall not commence performance of its obligations under this Agreement until after it has obtained all of the minimum insurance herein described and the same has been approved.

- 9.5 Violation of the terms of this Paragraph and its subparts shall constitute a breach of the Agreement and CITY, at its sole discretion, may cancel the Agreement and all rights, title and interest of CONTRACTOR shall thereupon cease and terminate.

Section 10. TERMINATION

- 10.1 TERMINATION FOR CAUSE: In the event CONTRACTOR shall default in or violate any of the terms, obligations, restrictions or conditions of this Agreement, the CITY shall give CONTRACTOR written notice by certified mail of the default and that such default shall be corrected or actions taken to correct such default shall be commenced within ten (10) calendar days thereof. In the event CONTRACTOR has failed to correct the condition(s) of the default or the default is not remedied to the satisfaction and approval of CITY, CITY shall have all legal remedies available to it, including, but not limited to, termination of this Agreement in which case CONTRACTOR shall be liable for all procurement costs and any and all damages permitted by law arising from the default and breach of this Agreement.

- 10.2 VOLUNTARY TERMINATION: CITY or CONTRACTOR may terminate this Agreement by providing thirty (30) calendar days advance written notice of termination in the manner specified in Section 21 herein.

Section 11. SURVIVAL OF OBLIGATIONS

- 11.1 All representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations shall survive final payment, completion and acceptance of the work and termination or completion of the Agreement.

Section 12. DOCUMENTS

- 12.1 All documents, electronic media, and other data developed by CONTRACTOR in connection with the Public Opinion Surveys shall be reproduced and made available to CITY by CONTRACTOR at any time upon request of CITY. When any work contemplated under this Agreement is completed or for any reason is terminated prior to contemplation, all of the above data shall be timely reproduced and delivered to CITY upon written request.

Section 13. PERMITS, FEES AND LICENSES

- 13.1 CONTRACTOR shall secure and pay for all permits and governmental fees, licenses and charges necessary for the proper execution and completion of the work.

Section 14. AUDIT RIGHTS

- 14.1 CITY reserves the right to audit the records of CONTRACTOR relating to the performance of this Agreement at any time during the performance and term of the Agreement and for a period of three (3) years after completion and acceptance by CITY. If required by CITY, CONTRACTOR agrees to submit to an audit by an independent certified public accountant selected by CITY. CONTRACTOR shall allow CITY to inspect, examine and review the records of CONTRACTOR at any and all times during normal business hours during the term of the Agreement.

Section 15. INDEPENDENT CONTRACTOR STATUS

- 15.1 CONTRACTOR and its employees, volunteers and agents shall be and remain an independent contractors and not agents or employees of CITY with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking or venture between the parties hereto.

Section 16. ASSIGNMENT

- 16.1 CONTRACTOR shall not assign, or transfer its rights, title or interests in the Agreement nor shall CONTRACTOR delegate any of the duties and obligations undertaken by CONTRACTOR without CITY'S prior written approval.

Section 17. NON-EXCLUSIVITY

- 17.1 This Agreement is considered a non-exclusive Agreement between the parties. CITY shall have the right to purchase the same kind of services to be provided by CONTRACTOR hereunder from other sources during the term of this Agreement.

Section 18. GOVERNING LAW; VENUE

- 18.1 The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida.
- 18.2 Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida.

Section 19. ENTIRE AGREEMENT

- 19.1 This Agreement contains the entire understanding of the parties relating to the subject matter hereof superseding all prior communications between the parties whether oral or written. This Agreement may not be altered, amended, modified or otherwise changed nor may any of the terms hereof be waived, except by a written instrument executed by both parties. The failure of a party to seek redress for violation of or to insist on strict performance of any of the covenants of this Agreement shall not be construed as a waiver or relinquishment for the future of any covenant, term, condition or election but the same shall continue and remain in full force and effect.

Section 20. CUMULATIVE REMEDIES

- 20.1 The remedies expressly provided in this Agreement to CITY shall not be deemed to be exclusive but shall be cumulative and in addition to all other remedies in favor of CITY now or hereafter existing at law or in equity.

Section 21. SEVERABILITY

- 21.1 Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal or in conflict with any law of this State, the validity of the remaining portions or provisions shall not be affected thereby.

Section 22. PARAGRAPH HEADINGS

- 22.1 All paragraph headings in this Agreement are included for convenience only and are not to be construed as a part hereof or in any way as limiting or expanding the terms set out in this Agreement.

Section 23. NOTICES

- 23.1 All notices or other communications required by this Agreement shall be in writing and deemed delivered upon mailing by certified mail, return receipt requested to the following persons and addresses:

CITY: Susan Grant, Director of Financial Services and Human Resources
City of Coral Springs
9551 West Sample Road
Coral Springs, Florida 33065
(954) 344-1150
sgrant@coralsprings.org

COPY TO: Angelo Salomone, Purchasing Administrator
City of Coral Springs
9551 West Sample Road
Coral Springs, Florida 33065
(954) 344-1011
asalomone@coralsprings.org

CONTRACTOR: Christopher Tatham, Vice President
ETC Institute Inc.
725 West Frontier Circle
Olathe, Kansas 66061
Telephone: (913) 829-1215
Email: ctatham@etcinstitute.com

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IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

CITY OF CORAL SPRINGS, a municipal corporation,
organized and existing under the laws of the State of Florida

ATTEST:

By: Scott J. Brook
SCOTT J. BROOK, Mayor

Josephine Chavez, CRM
Josephine Chavez, CRM,
Interim City Clerk

Approved as to form:

By: R. Francisco Fournier
Assistant City Attorney

State of Florida
County of Broward

The foregoing instrument was acknowledged before me, the undersigned Notary Public in and for the State of Florida, on this, the 20th day of October, 2010, by Josephine Chavez, CRM, and Scott J. Brook, Interim City Clerk and Mayor, respectively.

Francine G. Bostinto
Notary Public, State of Florida

NOTARY PUBLIC
SEAL OF OFFICE

NOTARY PUBLIC-STATE OF FLORIDA
Francine G. Bostinto
Commission #DD1000303
Expires: JUNE 10, 2014
BONDED THRU ATLANTIC BONDING CO., INC.

Francine G. Bostinto
Printed, typed or stamped name of Notary Public
exactly as commissioned

Personally known to me, or
Produced identification:

(type of identification produced)

ETC INSTITUTE INC.

By: Elaine L Tatham

Print Name: Elaine L. Tatham

Title: President

State of Kansas
County of Johnson

On this, the 30th day of September, 2010, before me, the undersigned
Notary Public of the State of Kansas, the foregoing instrument was
acknowledged by Elaine L Tatham, (name of corporate officer)
President, (title) of ETC Institute,
(corporation) a foreign corporation, on behalf of the corporation.

WITNESS my hand
and official seal

PATRICIA R. RYAN
NOTARY PUBLIC
STATE OF KANSAS
COUNTY OF JOHNSON
My Appt. Expires 03-01-14

Patricia R Ryan
Notary Public, State of Kansas

Patricia R. Ryan

Printed, typed or stamped name of Notary Public
exactly as commissioned

Personally known to me, or
Produced identification:

(type of identification produced)

Exhibit "A"

Statement of Work

Overview

It is our understanding that the City of Coral Springs is requesting public opinion survey services from a professional research firm to conduct surveys for the purpose of evaluating citizen and business satisfaction. It is a credit to the City to see these tools as "listening devices" and to garner public opinion about programming, budgeting and strategic planning.

Listening first to your residents and measuring City progress over time, is most important. Then, comparing your ratings to other similar communities provides a standard of measure for Coral Springs with other municipalities. The national survey that ETC Institute conducts, and our family of client cities can provide valuable benchmarks for City progress.

What follows are the principles that direct all of our survey activities, and then specifics of our methodologies and the many internal resources that ETC Institute is able to provide.

Guiding Principles

ETC Institute has been helping state and local governments use community surveys as a guiding force for setting community priorities and improving organizational effectiveness for more than two decades. Our ability to help organizations succeed is based on an approach that adheres to three fundamental principles:

- **Strategic Value.** In order for survey research to serve as a powerful tool for decision-making, community leaders must see value in the results. Our approach is designed to ensure that the information gathered meets the informational needs of decision-makers in order to encourage community leaders to use the survey data as part of their decision-making process. If the survey results have strategic value, they will inherently become part of the process for setting short- and long-term priorities for the City.
- **Continuity.** Our approach will involve a review of the goals and objectives of the City to ensure the research is designed to support these goals and objectives. For example, a review of the City of Fort Worth's strategic plan by ETC Institute led to the creation of a series of questions that now link the City's annual citizen survey with the City's strategic plan.
- **Performance Measurement.** Since the results of the survey will be used to help guide City decisions, the survey instruments and data analysis methodology will be designed in a manner that generates objective performance measurements. The surveys will be

Statement of Work

designed to provide objective feedback for the City so that departmental managers can understand the needs of residents. ETC Institute will work with the City to develop performance indices that allow city leaders to objectively assess the change in their performance over time.

Statement of Work

In order to accomplish the objectives for this project, ETC Institute recommends the following approach to the design and administration of the resident survey first, and then the business survey.

Task 1: SURVEY REVIEW AND PRETEST

Task 1.1 Design Surveys. Within two weeks of being selected for the project, Karen Falk, ETC Institute's project manager, will meet with members of the City's project steering committee to ensure that everyone involved in the project has the same understanding of the goals and objectives for the project. At this meeting details of the research design strategy will be discussed and the sampling plan will be finalized. To maximize the historic trend information that the City has gathered, the previous surveys will be the starting point. To assist the City with the development of any additional questions, ETC Institute will provide the City with samples of surveys that have been administered by ETC Institute for similar projects. Questions unique to Coral Springs will be developed.

Based on input from the City, ETC Institute will develop a draft of the surveys. It is anticipated that 2-3 drafts of the survey will be prepared before the surveys are approved by the City.

Conduct Pretest. In the case of the resident survey, ETC Institute will test the survey with at least 20 residents before the surveys are administered. The role of the pretest is a critical one in the study. For this important assignment, ETC will design and implement an evaluation plan for the pretest that will include detailed criteria for evaluating each question and each distinct procedural element. The individual criteria will start with a clear purpose for the data item or the research procedure, the standard for acceptance, the steps for resolving any problem, and the final decision making procedure. Any problems or issues that are identified will be reported to the City and corrective action will be recommended and taken as appropriate.

Deliverable Task 1.1: A copy of the approved survey instruments.

Task 1.2 Develop the Sampling Plan. It is our understanding that the City of Coral Springs wants the overall results of the resident survey to be statistically representative of the City as a

Statement of Work

whole. With a sample size of completed surveys for residents of 1,000, the overall results will provide a 95% level of confidence with a 3% margin of error.

We would recommend the following, if budgetary considerations will allow:

- **1000 resident surveys:** A sample of 1000 residents would allow the City to conduct a high level of analysis of the data, based on a wide variety of demographic variables and for 6 subareas. The overall results would have a precision of +/-3% at the 95% level of confidence.

As the total number of completed surveys increases, the precision of the survey improves, particularly at the subgroup level. Cost is a function of two major variables: (1) the length of the survey and (2) the number of completed surveys. ETC Institute will work with City staff to find the right combination of these two variables to maximize your investment in our services. Our cost proposal contains the cost for administering a 10, 15, and 20-minute resident survey for the completion of 1000 surveys.

The business survey will be conducted with a list supplied by the City. A completion of 250 surveys is planned. With a smaller number, confidence levels and margins of error are not addressed, but will be discussed with the City.

Deliverable Task 1.2: A copy of the approved sampling plan that shows the exact number of surveys that will be completed and the overall level of confidence and precision for the sample for the resident survey and the survey instrument and plan for the business survey.

Task 2: SURVEY ADMINISTRATION

Administering the Survey. ETC Institute understands that the City would like the surveys administered by phone. ETC has an in-house call center. We are capable of administering the survey entirely by phone or entirely by mail. One option that might be considered is the negative impact that caller ID has had on phone survey response rates in recent years. Because of that, we often administer surveys using a combination of mail and phone to maximize the overall level of response. Even if people do not respond by mail, people who receive the mailed version of the survey are significantly more likely to respond to the survey by phone because they know the survey is legitimate. The costs for administering the survey by phone only or a combination of mail/phone are the same.

Specifically, we recommend the following strategy for administering the surveys.

- Phone interviewers working in ETC Institute's call center will rehearse the phone version of each survey. All interviewers will review the protocol for the administration of the

Statement of Work

survey with a supervisor; special attention will be paid to the treatment of non-English speaking respondents, *particularly those who speak Spanish.*

- ETC Institute will test the surveys with at least 20 residents before the surveys are administered. Any problems or issues that are identified will be reported to the City and corrective action will be recommended and taken as appropriate.
- ETC will provide the City with sample press releases that can be used to notify the public about the survey.

Should the City choose the combination phone and mail survey option, the following strategies for administering the survey would be implemented.

- A toll-free phone number to assist respondents with the survey will be operational three-days before the surveys are mailed (if the mail option is selected).
- Surveys will be mailed to each of the residents in the sample frame. Only one survey per household will be sent. Postage-paid envelopes will be provided to each respondent. A 30-second recorded message is sent to everyone in the sample, to alert them to the arrival of the survey and address the importance of their input for the City.
- Seven days after the surveys are mailed ETC Institute's phone interviewers will begin making follow-up phone calls to each of the persons in the sample frame. Phone follow-ups will significantly increase the response rate. This will *greatly reduce the probability that the results are affected by non-response bias.* Non-response bias can be a major drawback to surveys that are administered by mail or phone alone. Persons who indicate that they have already returned the survey will be thanked. Persons who have not completed the survey will be given the opportunity to complete the survey by phone.
- Phone follow-ups will be concentrated in areas where the response to the mail survey is low to ensure the survey is representative of the entire City.

Ensuring Representation for Non-English Speaking Populations. ETC Institute has administered surveys in many communities across the United States where a high percentage of the population does not speak English as a first language. As a result, we are sensitive to the importance of ensuring that non-English speaking populations are properly represented in the survey. In order to ensure that the non-English speaking residents of Coral Springs are well represented, ETC Institute will do the following:

- If the mail/phone combination is chosen, the cover letter that is sent with the mail version of the survey will contain information that is translated into Spanish (and other languages if needed).

ETC Institute

Work Plan - 4

ETC Institute Inc.
public opinion surveying
Doc. 101489, File 10-0276

Exhibit "A", page 4 of 14

ETC Institute Inc.
public opinion surveying
Doc. 101489, File 10-0276

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Statement of Work

- ETC Institute will establish a toll-free phone number that non-English (and English) speaking residents can call. Spanish speaking interviewers from our firm will be available to administer the survey over the phone in Spanish. Other languages can be made available if needed.
- A demographic question will be included in the survey that asks which languages other than English are spoken in the home. This will allow us to ensure that non-English speaking populations are well represented in the sample.

Maintain Quality Control. ETC Institute recognizes that quality control will be critical to the overall success of the project. If the City's decision makers do not believe that the survey data are accurate, the results of this study will have little value to the community.

The project's success, in many ways, will be dependent on the management of data collection and processing activities. Although it is important to ensure that high standards of quality are maintained during all tasks in the project, failure to achieve these standards during the data collection and data processing portions of the project will jeopardize the overall success of the project.

ETC Institute has an ongoing quality assurance program in place. This program has been developed and refined through our experience with hundreds of studies that involved the design and administration of surveys. Our quality assurance program is directly monitored by the company President, Dr. Elaine Tatham, and the company vice-president, Christopher Tatham. The program is designed to give clients "error free" results, and all employees at ETC Institute are directly involved in the program.

Dr. Elaine Tatham and Chris Tatham are active members of the Market Research Association. The quality control methods used by ETC Institute have been reviewed by external organizations including the American Water Works Association Research Foundation and the United States Office of Management and Budget. Some of the basic elements of ETC Institute's quality assurance process include the following:

- **Training of phone interviewers.** All phone interviewers are required to complete ETC Institute's in-house training program. The program teaches new employees the appropriate methods for conducting interviews, how to respond to different situations that may occur, and how to properly record responses. All interviewers work directly under the supervision of an experienced supervisor. All interviewers will receive specialized training for these surveys before they begin conducting interviews.
- **Comprehensive survey design and review process.** All survey instruments will be reviewed by each member of the City's project management team and all senior members of ETC Institute's team to ensure that all issues are adequately addressed.

Statement of Work

- Data entry fields will be limited to specific ranges to minimize the probability of error. The data processing system that will be used by our firm for the study alerts data entry personnel with an audible alarm if entries do not conform to these specifications.
- ETC Institute will select at least 10% of the records at random for verification. A supervisor will match records in the data bases against the corresponding survey to ensure that the data entry is accurate and complete.
- Sampling Methodology. Demographic questions will be included on each of the survey instruments. The demographic data will be used to monitor the distribution of the respondents to ensure that the responding population for each survey is representative of the universe for each sample.

Deliverable Task 2: ETC Institute will provide a copy of the overall results to each question on the survey.

Task 3: ANALYSIS AND REPORT

ETC Institute will submit a final report to the City of Coral Springs. This report will include but not be limited to the following items:

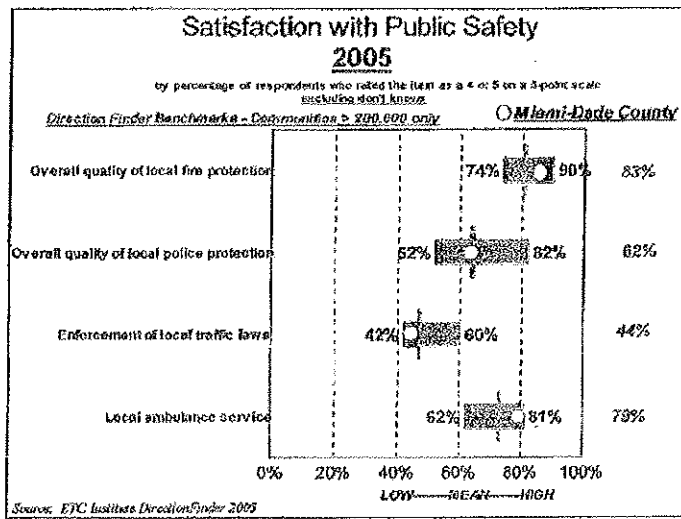
- Executive summary of survey methodology and findings (resident/business)
- Charts depicting the overall results of the survey (resident/business)
- Benchmarking comparisons with other communities both nationally and in the mid-west (resident only)
- An importance-satisfaction analysis (resident only)
- Tabular data that shows the overall results for each question on the survey (resident/business)
- Cross tabular data for the sub-sections the City chooses (resident only)
- A copy of the survey instrument. (resident/business)

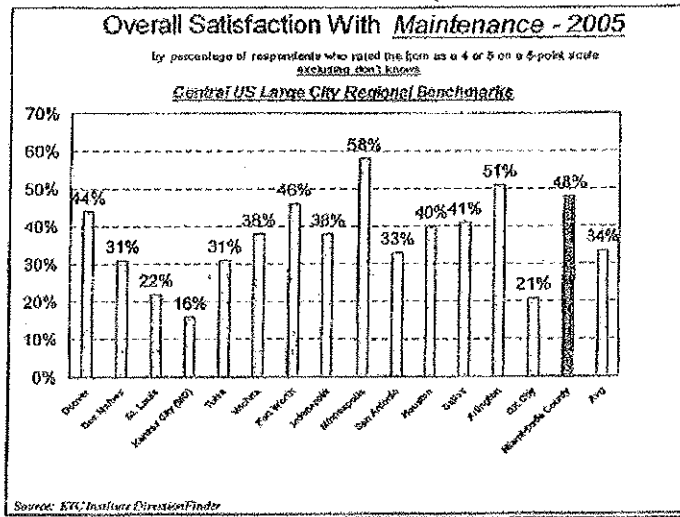
Deliverable Task 3: ETC Institute will prepare and submit 10 bound copies of the final report and 1 electronic copy of the final report in a pdf format.

Statement of Work

Benchmarking Data Analysis. ETC Institute's experience with community satisfaction surveys for local governmental organizations provides us a unique capability for assessing the meaning of survey results. For example, suppose that 70% of the residents surveyed are satisfied with the maintenance of City streets. Is that good or bad? Without comparative data, it is often difficult to interpret the significance of survey findings, which makes it even more difficult to make meaningful recommendations.

Samples of ETC Institute's citizen survey benchmarking data are provided below and on the following page.





Statement of Work

Importance-Satisfaction Matrix Analysis. The Importance-Satisfaction rating is based on the concept that public agencies will maximize overall customer satisfaction by emphasizing improvements in those areas where the level of satisfaction is relatively low and the perceived importance of the service is relatively high. ETC Institute will develop an Importance-Satisfaction Matrix to display the perceived importance of core services against the perceived quality of service delivery. The two axes on the matrix will represent Satisfaction and relative Importance.

ETC Institute currently provides this analysis for dozens of governmental organizations. The I-S (Importance-Satisfaction) matrix allows public officials to analyze the survey data as described below. A copy of a matrix is provided on the following page.

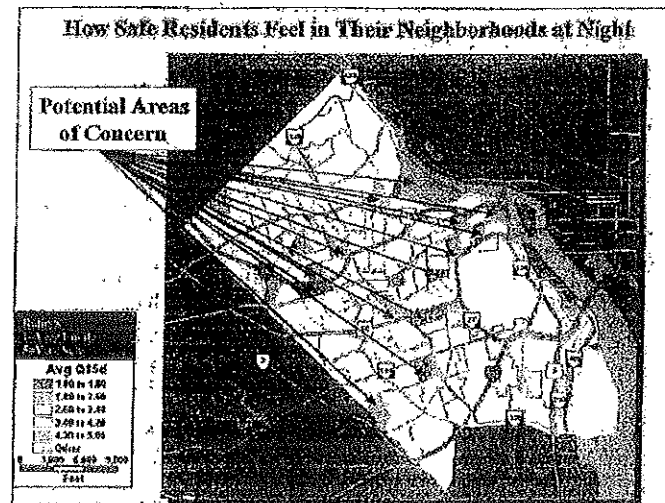
- *Continued Emphasis (above average importance and above average satisfaction).* This area shows where the agency is meeting customer expectations. Items in this area have a significant impact on the customer's overall level of satisfaction. The agency should maintain (or slightly increase) emphasis on items in this area.
- *Exceeding Expectations (below average importance and above average satisfaction).* This area shows where the agency is performing significantly better than customers expect the organization to perform. Items in this area do not significantly impact the customer's overall level of satisfaction. The agency should maintain (or slightly decrease) emphasis on items in this area.
- *Opportunities for Improvement (above average importance and below average satisfaction).* This area shows where the agency is not performing as well as residents expect the agency to perform. This area has a significant impact on customer satisfaction. The agency should DEFINITELY increase emphasis on items in this area.
- *Less Important (below average importance and below average satisfaction).* This area shows where the agency is not performing well relative to the agency's performance in other areas; however, this area is generally considered to be less important to residents. This area does not significantly impact the customer's overall level of satisfaction because the items rated are less important to residents. The agency should maintain current levels of emphasis on items in this area.

Statement of Work

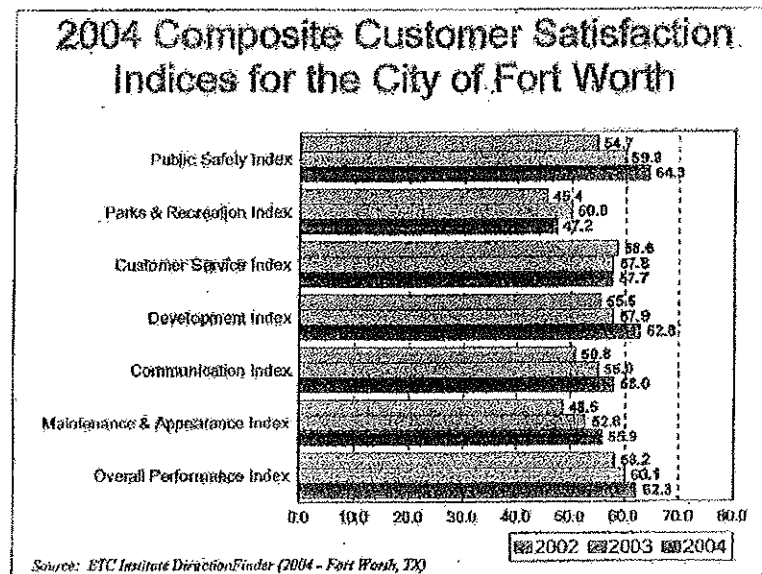
Johnson County Services	
Importance-Satisfaction Assessment Matrix	
Satisfaction Rating	
Satisfaction Rating	Importance Rating
	Importance Rating
Satisfaction Rating	Exceeding Expectations Lower importance/higher satisfaction
	Continued Emphasis Higher importance/higher satisfaction
Satisfaction Rating	Fire Service
	Parks and Recreation
Satisfaction Rating	Animal Services
	Mobile Vehicle Registration
Satisfaction Rating	County Jail System
	Public Transportation
Satisfaction Rating	Less Important Lower importance/lower satisfaction
	Opportunities for Improvement Higher importance/lower satisfaction
Importance Rating	

Importance-Satisfaction Rating						
City of Fort Worth - 2003						
PARKS and RECREATION						
Category of Service	Most Important %	Most Important Rank	Satisfaction %	Satisfaction Rank	Importance-Satisfaction Rating	2003 IS Rating Rank
High Priority (IS 10-20)						
Outdoor Swimming pools	26%	5	27%	14	0.1460	1
Number of walking/biking trails	24%	2	49%	9	0.1224	2
Quality of Facilities at City Parks	24%	2	54%	4	0.1104	3
The City's youth athletic programs	19%	6	45%	10	0.1046	4
Medium Priority (IS < 10)						
Indoor Swimming Pools	13%	9	25%	15	0.0975	5
Maintenance of City parks	27%	1	67%	2	0.0891	6
Summer Recreation Programs	14%	8	44%	11	0.0784	7
The number of City parks	17%	7	54%	4	0.0782	8
Maintenance of Community Centers	11%	10	56%	3	0.0484	9
City libraries	21%	4	79%	1	0.0441	10
The City's adult athletic programs	7%	13	39%	13	0.0427	11
Availability of Meeting Space	8%	11	51%	8	0.0392	12
Outdoor athletic fields	8%	11	52%	6	0.0384	13
Ease of registering for programs	5%	14	42%	12	0.0290	14
City Golf Courses	5%	14	52%	6	0.0240	15

OPTIONAL Task 3.1: Geocoding/GIS Applications: ETC Institute can geocode the address of the responding households to latitude and longitude coordinates. This will allow the results of the survey to be displayed graphically on maps of the City. ETC Institute will create up to 15 maps that show which parts of the city have the lowest and highest concentrations of satisfaction. GIS mapping is an effective tool for communicating the results of the survey to elected officials and the general public. For example, the map on the following page identifies areas of Arlington County, Virginia, where residents do not feel safe in their neighborhoods at night. The shaded colors on the map correspond to the level of satisfaction.



OPTIONAL Task 3.2: Develop Performance Measures/Indices. We recommend using survey data to create performance indices that can be used to objectively assess the City's performance in key areas of over time. ETC Institute routinely develops such measurements for a wide range of governmental agencies, including public utilities, departments of transportation, city and county governments, and others. The chart below shows the composite performance index that was generated from customer satisfaction survey data collected by ETC Institute for the City of Fort Worth.



OPTIONAL Task 3.3: Conduct Consensus Building Workshops. At the end of the project, ETC Institute could facilitate a workshop with senior managers and/or elected officials from the City. The workshop will be designed to build consensus around four to five "top priorities" for the City based on the results of the surveys. The workshop will help set the stage for acceptance of the recommendations as well as action that will lead to the implementation of initiatives that will support the recommendations.

Project Schedule for the Resident and Business Surveys

ETC Institute's research plan has been designed to complete each project in a 10-12 week window. Work could begin as early as October 7, 2010 for your 2011 resident survey. Since the surveys will be administered in-house, the completion date for each project is completely within our control. If desired, we can meet a more ambitious timeline. Here is a sample timeline for the resident survey:

December 15 – January 30

- Initial meeting with City staff to discuss survey goals & objectives
- Survey schedule and contract are finalized
- ETC Institute provides the City with draft resident survey
- City staff review the content of the draft survey and provides feedback to ETC Institute
- ETC Institute revises the survey based on input from staff
- ETC Institute provides the City with the final sampling plan specifications
- ETC Institute conducts a pretest of the survey
- Results of the pretest are reported to the City and discussed
- ETC Institute revises the survey as necessary
- City approves the survey instruments

January 30 – March 15

- Press releases issued
- Data collection begins
- Data collection is completed
- First line tabular results provided to the City
- Draft report submitted
- Discuss changes to draft report
- Final Report delivered TBA
- On site visit to conduct formal presentations