



Ron Vine and Associates

“Making Citizen Opinions Matter”

February 27, 2017

Mr. Edward Rojas
City Manager
City of Doral
8401 NW 53rd Terrace,
Doral, Florida 33166

IN RE: LETTER OF AGREEMENT

Dear Mr. Rojas:

Please accept the following Letter of Agreement between the City of Doral, Florida (“City”) and Ron Vine and Associates (“RVA”) to conduct a survey of City of Doral residents to help identify special needs educational program priorities of City of Doral resident households, the number of youth and adults having special needs, and ensure that the types of and quantity of special needs programs and classes provided in the City of Doral is sufficient to meet the level of service needs of youth and adult residents. The City and RVA may also be referred to individually as a “Party” or collectively as the “Parties.”

Section 1: Scope of Services

Phase 1: Survey development.

Working in partnership with City of Doral officials and the Advisory Board, RVA will develop a survey instrument (the “Survey”). Questions on the Survey will address a full-range of issues impacting the successful delivery of special needs educational components and programming for City of Doral households including level of participation in current special needs programs and classes, special needs programs and classes of the highest priority to resident households, priority times and locations to provide special needs programs and classes, priority objectives for special needs programs and activities, and other important questions. Questions allowing feedback from households who do not have children with special needs will be included to get feedback from these residents. It is anticipated that the Survey will be approximately 5 pages in length, and contain 15-20 questions, many with multiple components.

Timeline: It is anticipated that the development of the Survey will take up to 30 days. The Survey development timeline is primarily a factor of the review and approval process needed by the City and Advisory Board. RVA will work within the timeline needed by the City and Advisory Board.

Deliverable:

1. Copy of approved and finalized Survey.

Phase 2: Administration

Following approval of the Survey questionnaire by City officials and the Advisory Board, RVA will administer the survey. Key tasks will include the following:

1. The survey will be administered by mail and web to resident households, with a goal of mailing the survey to all households throughout the City. RVA shall endeavor to mail more than 15,500 surveys. Each Survey will include a postage paid envelope for returning the completed survey. The Parties acknowledge that, while the intent is to mail Surveys to all households served by the City, with a sampling of this size, it is not uncommon for a small number of households not to receive a Survey or for the Survey instrument to be misplaced. RVA will mail a Survey to any households that may contact the City and needs a Survey;
2. The cover letter of the printed Survey will include background information on why the Survey is being administered, the importance of participating in the Survey, timelines for the surveying process and a contact person if the respondent has any questions about the Survey. The cover letter will also include a web-address to provide households the opportunity to take the Survey over the web. Additionally, if the household desires to take the Survey in Spanish, a web version will be made available or if they wish to receive a printed version sent to them they can complete it, and return it in the postage paid Survey envelope;
3. Approximately 2 weeks after the initial mailing, a postcard reminder will be sent to the households receiving the mailed Survey (approximately 15,500 households), reminding them to take the Survey and thanking them if the Survey has already been mailed or completed over the web. A phone number will be on the postcard if the household needs to get another mailed Survey (in case the first Survey was lost). The goal is to receive a 7% to 10% return rate; and
4. Completed Surveys will be entered in a data-base for analysis.

Timeline:

8-10 weeks for Survey printing and mailing, Survey collection and reminders, and data management. The Survey will be out and available for completing by residents for 4-5 weeks.

Deliverables:

1. Copy of the printed Survey and mailing envelopes; and
2. Copy of websites' for taking web-Survey.

Phase 3: Analysis and presentation of survey results

RVA shall conduct extensive analysis of the Survey results. The following analysis will occur:

- 1 Charts and graphs of findings from all Survey questions will be prepared;
- 2 Cross -tabular analysis of Survey findings by up to eight (8) demographic and participation factors will be conducted, such as by age of persons having special needs, types(s) of special needs, race, gender, current participation in special needs programming, etc;
- 3 Surveys will be geocoded with participation rates in the Survey by geographical areas to show the distribution of completed Surveys;

- 4 A management summary regarding 15-25 key findings from the Survey will be developed; and
5. One (1) on site presentation of Survey findings, including a 2 to 3-hour workshop with City staff and the Advisory Board for purposes of discussing Survey findings and applications will be conducted by RVA.

Timeline:

4 weeks.

Deliverables:

1. 2 copies of a draft report, containing an executive summary, charts and graphs, and tabular analysis. An adobe file for making additional copies will be provided;
2. Up to 10 copies of a final report, including a full-management report, charts and graphs, tabular analysis, and cross-tabular analysis. An adobe file for making additional copies will be provided;
3. An electronic copy of the data files in an excel spreadsheet or comparable format;
4. Power-point presentation of the Survey findings; and
5. Workshop.

Section 2: Project Management

Ron Vine, President of RVA will serve as the project manager, including conducting the on-site presentation and workshop.

Section 3: Professional Fees and Billing Schedule

Professional fees, including all expenses are \$49,200. Billings will be based on completions of tasks as follows:

- Billing 1: \$5,000.00 upon City approval of Survey;
- Billing 2: \$25,000.00 for printing and postage costs of first mailing;
- Billing 3: \$7,500.00 for mailing out reminder card;
- Billing 4: \$6,000.00 upon delivery of draft report; and
- Billing 5: \$5,700.00 upon delivery of final report and presentation/workshop.

Payments for billings are due within 30 days of receipt of billing.

Section 4: Modifications to the Agreement

This agreement is subject to modification upon written agreement by both parties. This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

Section 5: Responsibilities

RVA shall be responsible to secure any and all equipment and supplies that may be used by RVA in the rendition of services. RVA shall be responsible for all payments to any subcontractors and shall maintain responsibility for all work related to the Survey. Any subcontractors used on the work specified herein must have the prior written approval of the City Manager or his designee. RVA shall exercise the same degree of care, skill and diligence in the performance of the services hereunder as is ordinarily provided by a professional consultant under similar circumstances. If at any time during the term of this Agreement or within one year from the completion of the Survey, it is determined that the RVA's deliverables are incorrect, defective or fail to conform to the Scope of Services of the project, upon written notification from the City Manager, RVA shall at RVA's sole expense, immediately correct the work. The City in no way assumes or shares any responsibility or liability of RVA or any subcontractor under this agreement.

The City shall furnish to RVA, at the Provider's written request, all available maps, plans, existing studies, reports and other data pertinent to the services to be provided by Provider, in possession of the City. The City shall also arrange for access to and make all provisions for RVA to access to City Hall and City staff as required for RVA to perform its services.

Section 6: Termination

The City Manager may terminate this Agreement for any reason upon thirty (30) days' written notice to RVA. Upon receipt of the City's written notice of termination, RVA shall stop work on the Survey. In the event of termination by the City, RVA shall be paid for all work accepted by the City Manager up to the date of termination, provided that RVA has first complied with public records requirements in this Section. RVA shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Survey to the City, in a hard copy and electronic format specified by the City within 14 days from the date of the written notice of termination or the date of expiration of this Agreement.

Section 7: Nondiscrimination

During the term of this Agreement, RVA shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all Federal and State laws regarding nondiscrimination

Section 8: Attorneys' Fees and Waiver of Jury Trial

In the event of any litigation arising out of this Agreement, each Party shall be responsible for their attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate

levels. In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

Section 9: Indemnification

RVA shall defend, indemnify, and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with RVA's intentional, reckless, or negligent performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from Agreements between the RVA and third parties made pursuant to this Agreement. RVA shall reimburse the City for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with Provider's performance or non-performance of this Agreement. The provisions of this section shall survive termination of this Agreement. Ten dollars (\$10) of the payments made by the City constitute separate, distinct, and independent consideration for the granting of this indemnification, the receipt and sufficiency of which is voluntary and knowingly acknowledged by the Provider.

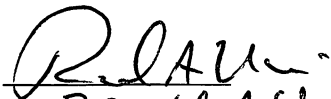
Section 10: Notices/Authorized Representatives

Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the City: Edward Rojas
City Manager
City of Doral, Florida
8401 NW 53rd Terrace
Doral, Florida 33166

With a Copy to: Daniel A Espino, Esq.
Weiss Serota Helfman Cole & Bierman, P.L.
City Attorney
2525 Ponce De Leon Boulevard, 7th Floor
Coral Gables, FL 33134

For RVA:



RONALD A. ORWE

President

14817 Fernway Circle

Leeswood, MS 38932

Section 11: Governing Law

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation arising out of this Agreement shall be in Miami-Dade County, Florida, or the Southern District of Florida.

Section 12: Ownership and Access to Records and Audits

All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from the RVA providing services to the City under this Agreement shall be the property of the City. In addition to other contract requirements provided by law, RVA shall perform the following, pursuant to section 119.071, Florida Statutes: keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service; provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law; ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City. The City may cancel this Agreement for refusal by the RVA to allow access by the City Manager or his designee to any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.

Section 13: Nonassignability

This Agreement shall not be assignable by RVA unless such assignment is first approved by the City Manager. The City is relying upon the apparent qualifications and personal expertise of RVA, and such firm's familiarity with the City's area, circumstances and desires.

Section 14: Severability

If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

Section 15: Independent Contractor

RVA and its employees, volunteers and agents shall be and remain independent contractor and not agents or employees of the 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, enterprise or venture between the Parties.

Section 16: Representations and Warranties of RVA

RVA warrants and represents, at all times during the Term of this Agreement, inclusive of any renewals thereof, that: RVA, and its employees and/or subcontractors, shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary to perform the Services hereunder; RVA is a corporation duly organized, validly existing and in good standing under the laws of the State of Kansas; the execution, delivery and performance of this Agreement by RVA has been duly authorized and no consent of any other person or entity to such execution, delivery and performance is required to render this Agreement a valid and binding instrument enforceable against RVA in accordance with its terms; and RVA has the required

knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first class manner.

Section 17: Compliance with Laws

RVA shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the services.

Section 18: Non-collusion

RVA certifies that it has not divulged, discussed or compared his/her/its quote with other individuals and/or entities that provided quotes to the City for the Services and has not colluded with any other individual or entity whatsoever.

Section 19: Waiver

The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

Section 20: Survival of Provisions

Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

Section 21: Prohibition of Contingency Fees

RVA warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the RVA, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

Section 22: Force Majeure


It is understood that performance of any act by the City or RVA hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the City shall have the right to provide substitute service from third parties or City forces as may be necessary to meet City needs, and, in such event, the City shall withhold payment due Contractor for such period of time, if any. If the condition of force majeure exceeds a period of fourteen (14) days, the Town may, at its option and discretion, cancel or renegotiate the Agreement

Section 23: Counterparts

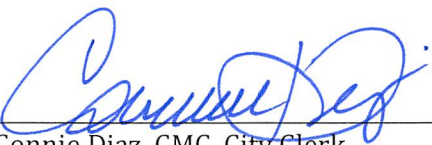
This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterpart shall constitute one and the same instrument.

IN WITNESS, WHEREOF, the parties hereto have caused this agreement to be signed by their duly authorized officers.

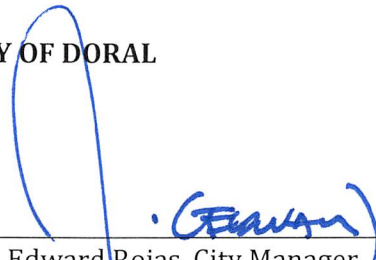
RON VINE & ASSOCIATES

By: 
Its: President
Date: 3/12/2017

Attest:


Connie Diaz, CMC, City Clerk

CITY OF DORAL

By: 
Edward Rojas, City Manager
Date: 2.28.17

Approved As To Form and Legal Sufficiency for the Use
And Reliance of the City of Doral Only:


Weiss Serota Helfman Cole & Bierman, PL
City Attorney



CITY OF DORAL AGENDA ITEM COVER MEMO

AGENDA ITEM

Item Title:	Special Needs Survey Update		
Council Meeting Date:	11/02/2016	Sponsor:	Parks & Recreation
Item Type:	<input type="checkbox"/> Res <input type="checkbox"/> Ord <input checked="" type="checkbox"/> Other	Ordinance Reading:	<input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading
Attachments Included:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	RFP/RFQ/Bid#:	N/A

BUDGET INFORMATION

Amount:	N/A	Funding Source(s):	N/A
Contract/Agreement Required:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Capital Outlay:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

HISTORY

Previously adopted by Council:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Extension Request:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Previous Resolution/ Ordinance No.:		Increase/Decrease Request:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

STRATEGIC PLAN

Strategic Plan Related:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Priority Area:	
		Strategic Plan Name:	

SUMMARY MEMO

Background

The Special Needs Advisory Board first discussed conducting a survey of Doral's special needs population in mid-2014. The Board's initial goal was to show Miami-Dade Public Schools the significant demand for educational opportunities for special needs populations in the City. The data would be used to persuade the Miami-Dade County School Board to offer more of these special services within the City's boundaries. Currently, many parents must take their children to public and private schools in areas such as Hialeah, Kendall, and South Dade that offer these specific services.

On January 2016 the Board approved to move forward to present this to Council in the March 2016 meeting. The Special Needs Advisory Board presented this to the City Council at the March 2016 meeting and was subsequently approved. "By consensus, Council approved the board's request for a survey and directed staff to meet with the board." (From Council Meeting Minutes on March 2016) Once approved the Parks and Recreation Department began the groundwork to begin this process. The purpose of this survey would serve as a guide to better serve this segment of the population and assess their needs for educational and recreational services. With this in mind staff carried out research on the companies that provided this type of service and what the costs associated will be. One company that came up on the research was the ETC Institute. ETC institute has conducted more than 600 surveys for parks and recreation systems in 48 states across the country, including the City of Doral and our Parks Master Plan. ETC Institute has conducted surveys for over 40 Gold Medal Award winning communities and for over 30 CAPRA Accredited Agencies.

Staff also reached out to an additional company called Ron Vine and Associates who has completed surveys and Master Plans from different Parks and Recreation systems in the country. Ron Vine and Associates has managed over 600 statistically valid citizens surveys, leading more than 500 focus groups and stakeholder interviews and working on over 300 Master plans and assisting through public involvement efforts in passing more than \$2 billion in voter approved parks and recreation referendums.

In addition, staff conducted research and found that 430 children who attend public schools in the City of Doral have a cognitive and physical disability. Additionally, we went to the census and found that 2% of the population under the age of 65 has some sort of disability.

During the August 10th, 2016 Council Meeting, staff provided information on the findings and progress of the Special Needs Survey.

Since the August council meeting staff has completed the following items in an attempt to build a working relationship with the Miami-Dade County School Board:

- City of Doral hosted the opening meeting for Miami-Dade County Public Schools Transition Specialists and Project Victory Teachers on August 18th at Government Center. This meeting was conducted by Vivian Nunez, who is the Instructional Supervisor for the Division of Exceptional Student Education at Miami-Dade County Public Schools. Each meeting session had 25 Transition Specialists and Project Victory Teachers from all over the county. During this training the City emphasized how important the Special Needs community is to us.
- In the September Council Meeting, Council approved an internship Program with Ronald Reagan Senior High School where students with special needs will be able to come and work with employees in different departments and will be partnered with a Job Coach.
 - Human Resources staff has met with Ronald Reagan Senior High School to begin program.
- Lastly, a letter was sent to School Board Member, Susie Castillo, who oversees District 5 which includes the City of Doral. We requested a meeting to discuss the potential of coming together to achieve what the special survey was set out to do.

This item came back before the Council on October 12th for an update, at which point Council recommended that staff bring it forth once again at the November 2nd council Meeting.

Below are the quotes we received in regards to completing the aforementioned project.

ETC Quote

(Mail Survey to all Doral Households) (ETC Administers Mail/Phone/Internet): \$44,680.00

City of Doral Responsibilities

Provide input to the Survey Questions

ETC Institute Responsibilities

Assist with Design/Formatting of Survey to be sure it is suitable for Data Entry

Set up the programming and platform for conducting data entry

Print and Mails Survey up to 15,200 households in the City

Conduct Data Entry (assumes 15% response rate)

Process Data and Deliver Results to City

Prepare Summary Report with Charts/Graphs

Submit Up to Six Sets of Cross tabulations by Age, Gender, Race, Income, or other factors

Ron Vine and Associates Quote

(Mail Survey to all Doral Households) (Ron Vine and Associates Administers Mail/Phone/Internet): \$49,200.00

City of Doral Responsibilities

Work in partnership with Ron Vine and Associates in designing the survey.

Approving the survey

Have key City of Doral official sign the cover letter

Send out news releases, marketing messages to encourage people to complete the survey.

Ron Vine and Associates Responsibilities

Survey developed by Ron Vine and Associates in partnership with the City of Doral.

Purchasing of sampling

Survey administered by mail and web.

Printed surveys mailed to all households in the City of Doral (approximately 15,200 households) with return postage paid metered envelop. The cover letter of the printed survey will include a web-address to provide households the opportunity to take the survey over the web. Additionally, if the household desires to take the survey in Spanish, a web address will be on the cover letter which provides a Spanish version of the survey that can be printed out, completed, and returned in the postage paid survey envelop.

Approximately 2 weeks after the initial mailing, a postcard reminder is sent to the 15,200 households reminding them to take the survey and thanking them if the survey has already been mailed or completed over the web. A phone number will be on the postcard if the household needs to contact us to get another mailed survey (in case the first survey was lost). Note: With the growing use of cell phones, many samplings do not have phone numbers for a high percent of households. Post cards are a much more effective way of reminding households to complete the survey, since they will be sent to all households.

Data entry for all completed surveys

Cross-tabular analysis for up to 8 demographic groups

A full report, containing charts and graphs, cross-tabular analysis, and a management summary regarding key findings from the survey research

Surveys will be geocoded with participation rates in the survey by geographical areas.

One (1) on site presentation of survey findings and a workshop with staff and other city officials for purposes of discussing survey findings and applications.

RECOMMENDATION

Options

Parks and Recreation staff has put forth the following options for this item for Council:

1. Request to waive bid for the services of the Special Needs Survey and contract ETC Institute to administer the Survey.
2. Request to go out to bid for the services to administer the Special Needs Survey.
3. Allow more time for staff to establish a better relationship with the Miami-Dade County School Board.