

RESOLUTION NO. R-15-70

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH THE ETC INSTITUTE FOR THE PURPOSE OF CONDUCTING A CITIZEN SATISFACTION SURVEY IN THE AMOUNT OF \$16,520.00.

WHEREAS, the ETC Institute will work with City staff to design a survey instrument to objectively measure satisfaction with city services and to gather input about priorities for the community, and

WHEREAS, the ETC Institute will design the sampling plan in a manner that ensures the completion of at least 400 surveys from a random sample of households in the City of Gladstone, and

WHEREAS, the ETC Institute will administer the survey by a combination of mail, phone, and Internet, and

WHEREAS, the ETC Institute will provide a copy of the overall results for each question on the survey, and

WHEREAS, the proposal received from the ETC Institute in the amount of \$16,520.00, which includes all options, has been determined by the Assistant City Manager to be a fair proposal.

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

THAT, the City Manager of the City of Gladstone, Missouri, is hereby authorized to execute a contract with the ETC Institute, for work as outlined in the attached proposal documents for a total amount not to exceed \$16,520.00.

FURTHER THAT, funds for such purpose are authorized from the General Fund.

INTRODUCED, READ, PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 12TH DAY OF OCTOBER, 2015.



Mayor Bill Garnos

ATTEST:



Ruth E. Bocchino, City Clerk



All-America City

Gladstone



2008

TO: KIRK L. DAVIS, CITY MANAGER
FROM: AUSTIN GREER, GRADUATE MANAGEMENT ASSISTANT AG
DATE: OCTOBER 8, 2015
SUBJECT: CITIZEN SATISFACTION SURVEY – ETC INSTITUTE

After closely analyzing the proposal from the ETC Institute regarding the Citizen Satisfaction Survey, I recommend that we enter into a contractual agreement with the ETC Institute in the sum of \$16,520.00.

The ETC Institute has provided these types of services to the City in the past and appears to be more than qualified to fulfill this contract, based on their familiarity with the work and their local presence.

The following scope and fees have been developed by the ETC Institute:

Task 1: Design the Survey and Prepare the Sampling Plan: Task 1 will include the following services:

- **Survey Design:** ETC Institute will work with City Staff to design a survey instrument to objectively measure satisfaction with city services and to gather input about priorities for the community.
- **Sampling Plan:** ETC Institute will design the sampling plan in a manner that ensures the completion of at least 400 statistically relevant surveys from a random sample of households in the City of Gladstone.
- ETC will also provide a non-random and not statistically significant digital survey for any community member to complete. This will be marketed through social media and internet channels.

Task 2: Administer the Survey: ETC Institute will administer the survey by a combination of mail, phone, and internet.

Task 3: Analysis and Final Report: ETC Institute will submit the draft final report in an electronic format and 5 hard copies of the final report.

Project Schedule: Here is the preliminary schedule but adjustments can be made for the City's convenience.

Month 1 – Design survey instrument & Finalize sampling plan	Oct/Nov
Month 2 – Administer the survey	Dec/Jan
Month 3 – Prepare and Deliver Final Report	Jan/Feb

Fee Options

Design Survey & Prepare Sampling Plan	\$1,500.00
Administration of a 15-20 minute survey to 400 households	\$9,520.00
Formal Report with summary and charts	\$1,500.00
Benchmarking Analysis	Included
Importance-Satisfaction Analysis	\$1,000.00
TOTAL	\$13,520.00

Optional Services Desired

Cross Tabulations (Demographic Groups & Other Variables)	\$1,000.00
GIS Maps (Geocoded survey results for selected questions)	\$1,000.00
On-Site presentation of final results	\$1,000.00 plus expenses
FINAL TOTAL	\$16,520.00

This citizen satisfaction survey will provide City staff, vital members of the National Civic League and the Initiating Committee with answers that could be critical to decision making for the Citizen-Based Strategic Plan looking forward.

If you have any questions or require additional information please do not hesitate to contact me at your convenience.



ETC INSTITUTE

MARKETING RESEARCH, DEMOGRAPHY, STATISTICAL APPLICATIONS

725 W. FRONTIER CIRCLE, OLATHE, KANSAS 66061
(913) 829-1215 FAX: (913) 829-1591

October 7, 2015

Scott Wingerson
7010 N. Holmes
Gladstone, MO 64118
(972) 291-5100

Subject: Proposal to Conduct a Citizen Satisfaction Survey for the City of Gladstone

Dear Mr. Wingerson:

Based on our conversation, I have developed the following scope and fees to conduct a citizen satisfaction survey for the City of Gladstone.

Task 1: Design the Survey and Prepare the Sampling Plan. Task 1 will include the following services:

Survey Design. ETC Institute will work with City staff to design a survey instrument to objectively measure satisfaction with city services and to gather input about priorities for the community. Although ETC Institute will tailor the survey to the City's needs, our firm will provide the City with sample questions from other cities to make the development of the survey instrument as easy as possible. We will also review the survey administered in 2007. It is anticipated that 3-4 drafts of the survey will be prepared before the survey is approved by the City. The survey will be 15-20 minutes in length (approximately 6 pages).

Sampling Plan. ETC Institute will design the sampling plan in a manner that ensures the completion of at least 400 surveys from a random sample of households in the City of Gladstone. A random sample of 400 completed surveys will provide results that have a precision of at least +/- 4.9% at the 95% level of confidence. The sample will be selected at random from all known residential addresses in the City of Gladstone. The sample will include households with traditional land-lines, household with cell-phones only, and households without phones. This selection methodology will ensure that the sample is representative of the City's population.

Deliverable Task 1. ETC Institute will provide a copy of approved survey instrument.

Task 2: Administer the Survey. Task 2 will include the following services:

ETC Institute will administer by the survey by a combination of mail, phone, and Internet. Specifically, ETC Institute will do the following:

- Phone interviewers working in ETC Institute's call center will rehearse the phone version of the survey. All interviewers will review the protocol for the administration of the survey with a supervisor.
- A toll-free phone number to assist respondents with the survey will be operational three-days before the surveys are mailed. This will allow people who receive the mail version of the survey to contact ETC Institute with questions about the survey.
- ETC Institute will test the survey with at least 20 residents before the survey is administered. Any problems or issues that are identified will be reported to the City and corrective action will be recommended and taken as appropriate.
- Surveys will be mailed to a randomly selected sample of households in the City. Only one survey per household will be sent. Postage-paid envelopes will be provided by ETC Institute for each respondent. The City will provide a cover letter for the mail survey.
- Approximately 10-14 days after the surveys are mailed, ETC Institute's phone interviewers will begin making phone calls to each of the persons in the sample frame. Persons who indicate that 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. ETC Institute will continue making phone calls until reaching the targeted goal of 300 completed surveys.
- ETC Institute will prepare a website where the survey can be completed on-line. Respondents to the on-line survey will be asked to provide their home address so that ETC Institute can differentiate respondents to the on-line survey who were selected for the random sample from those who were not selected in the random sample.
- ETC Institute will also create a separate online survey where all residents can fill out the survey. ETC Institute would send the City a link to the online survey that can be placed on their website for all residents to fill out. The results for this survey would not be statistically valid, but will still provide useful information to the City. Those who fill out this survey will be tabulated in a separate database from the randomly selected households that received a survey in the mail. These non-statistically valid results would not be included in the findings report based on the results of the randomly selected households. ETC Institute would provide the City with basic charts and graphs for the non-statistically valid results.

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

Task 3: Analysis and Final Report. ETC Institute will submit a final report to the City. At a minimum, this report will include the following items:

- Formal report that includes an executive summary of the survey methodology and a description of major findings
- Charts and graphs that show the overall results of each question on the survey
- Benchmarking analysis that shows how the results for the City compare to national and regional norms
- Importance-Satisfaction analysis that will identify the areas where the greatest opportunities exist to enhance overall satisfaction with City services
- Tabular data that shows the results for each question on the survey
- A copy of the survey instruments

Deliverable Task 3: ETC Institute will submit the draft final report in an electronic format and 5 hard copies of the final report.

Project Schedule

A preliminary schedule is provided below. We can adjust the schedule to meet your needs, and are available to start at a date most convenient for the City.

- **Month 1**
Design survey instrument
Finalize sampling plan
- **Month 2**
Administer the survey
- **Month 3**
Prepare and Deliver the Final Report

Fee Options

The table below shows a breakdown of the fees for the services described in this proposal. The total cost would be \$13,520.

Task	
Design Survey & Prepare Sampling Plan	\$ 1,500.00
Administration of a 15-20 minute survey to 400 households	\$ 9,520.00
Formal Report with summary and charts	\$ 1,500.00
Benchmarking Analysis	Included
Importance-Satisfaction Analysis	\$ 1,000.00
TOTAL	\$ 13,520.00

Optional Services. If desired, ETC Institute will provide the following "optional" services.

The fees for "optional" services would be in addition to the prices shown in the table above.

- Cross-tabulations that show the results for different demographic groups and other variables as desired by the City (\$1,000)
- GIS Maps that show geocoded survey results for selected questions on the survey (\$1,000)
- An on-site presentation of the final results at a date to be determined by the City (\$1,000 plus expenses)

CLOSING: We appreciate your consideration of our proposal and look forward to your decision. If you have any questions, please do not hesitate to call me at (913) 829-1215.

Sincerely,

A handwritten signature in dark ink, appearing to read "Jason Morado", with a stylized, cursive script.

Jason Morado
Senior Project Manager

PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT, made and entered into this 3rd day of DECEMBER ~~November~~, 2015, (the "Effective Date") by and between the City of Gladstone, Missouri, a Missouri municipal corporation, hereinafter referred to as "City", and ETC Institute, a Kansas corporation, hereafter referred to as "Consultant."

WITNESSETH:

WHEREAS, Consultant submitted a proposal to the City dated October 7, 2015 to provide citizen satisfaction survey services to the City; and

WHEREAS, City and Consultant desire to enter into this Agreement for the provision of said services.

NOW, THEREFORE, in consideration of the mutual covenants and considerations herein contained, IT IS HEREBY AGREED by the parties hereto as follows:

1. City employs Consultant to perform the professional services hereinafter set forth.
2. The Consultant will provide professional services in accordance with the written proposal for services (hereinafter "Proposal") submitted to the City by Consultant dated October 7, 2015. The Proposal is attached hereto as Exhibit A and incorporated into this Agreement by reference as if set forth in full.
3. As consideration for professional services provided, the City shall pay the Consultant in accordance with the Proposal. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Consultant under the terms of this Agreement exceed the sum of Sixteen Thousand Five Hundred Twenty dollars and no cents (\$16,520.00). Compensation shall be paid in monthly installments based upon an estimate of the percentage of work completed by the Consultant. Consultant shall provide City with a monthly statement stating the work performed by Consultant since the last invoice together with an estimate of the percentage of work performed to-date. The City shall pay invoices within thirty (30) days of receipt of such invoices.
4. The term of this Agreement shall begin on the Effective Date and all work shall be completed pursuant to a schedule mutually agreed upon by the parties but in no event shall the date for final completion of the professional services by the Consultant extend beyond June 1, 2016.
5. No modification, amendment, or waiver of any of the provisions of this Agreement shall be effective unless in writing specifically referring hereto, authorized and signed by both parties.
6. This Agreement may be terminated by either party upon fifteen (15) days prior written notice to the other party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party and the failure by the breaching party to cure or commence proceedings in good

faith to remedy such breach within fifteen (15) days after receipt of such written notice. This Agreement may be terminated by the City for its convenience upon fifteen (15) days prior notice to the Consultant. Upon termination, Consultant shall be paid the reasonable value of services provided up to and including the date of termination.

7. Pursuant to Section 285.530(1), RSMo., by its sworn affidavit in substantially the form attached hereto as Exhibit B and incorporated herein, Consultant hereby affirms its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the professional services. Furthermore, Consultant affirms that it does not knowingly employ any person who is an unauthorized alien in connection with the professional services
8. This agreement shall be binding on the parties thereto only after it has been duly executed and approved by the City and the Consultant.
9. This Agreement shall be governed by and construed according to the laws of the State of Missouri.
10. This Agreement shall be binding on and inure to the benefit of the parties and their respective officers, directors, shareholders, agents, attorneys, employees, successors and assigns.
11. Except as otherwise provided herein, neither the City nor the Consultant shall sell, assign, transfer or otherwise convey any of their rights under this Agreement without the prior and express written consent of the other party.
12. Any notice required under the terms of this Agreement shall be made in writing at the following address or such other address as the party shall designate in writing:

City: City of Gladstone
 City Hall
 Attn: Scott Wingerson, Assistant City Manager
 7010 North Holmes
 Gladstone, Missouri 64118

Consultant: ETC Institute
 Attn: Jason Morado, Senior Project Manager
 725 West Frontier Circle
 Olathe, Kansas 66061

13. No waiver of any condition or covenant contained in this Agreement or of any breach thereof, shall be taken to constitute a waiver of any subsequent condition, covenant or breach.
14. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of the Agreement shall not be affected and each other term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

Exhibit A

Proposal from Consultant dated October 7, 2015

[see attached]

15. This Agreement shall be deemed to have been jointly drafted by the parties and shall not be construed more strongly against any party hereto.
16. The terms and conditions herein constitute the entire agreement of the parties and supersede all prior written and oral agreements and understandings relating to the subject matter hereof, and this Agreement may be amended, altered, or modified only in writing, and executed by duly authorized representatives of the parties hereto.
17. The terms and provisions of this Agreement are contractual and not mere recitals.
18. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.
19. The Consultant is not an employee of the City and is not entitled to any employee benefits. The Consultant shall be responsible for paying all income taxes and other taxes charged to the Consultant on amounts earned hereunder. All financial and other obligations associated with the Consultant's business are the sole responsibility of the Consultant.
20. Both parties shall fully cooperate to effectuate the terms of this Agreement, including, but not limited to, executing all documents necessary to carry out the provisions of the Agreement.

CITY OF GLADSTONE, MISSOURI


Kirk L. Davis, City Manager

ATTEST:

 12/3/15
City Clerk



ETC Institute




EXHIBIT B

CITY OF GLADSTONE, MISSOURI
WORK AUTHORIZATION AFFIDAVIT
PURSUANT TO 285.530, RSMo
(FOR ALL CONTRACTS IN EXCESS OF \$5,000.00)

STATE OF KS)
COUNTY OF Johnson) ss.

As used in this Affidavit, the following terms shall have the following meanings:

EMPLOYEE: Any person performing work or service of any kind or character for hire within the State of Missouri.

FEDERAL WORK AUTHORIZATION PROGRAM: Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

KNOWINGLY: A person acts knowingly or with knowledge, (a) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or (b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

UNAUTHORIZED ALIEN: An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3).

BEFORE ME, the undersigned authority, personally appeared Elaine L. Tatham, who, being duly sworn, states on his oath or affirmation as follows:

1. My name is Elaine L. Tatham and I am currently the President of ETC Institute (hereinafter "Consultant"), whose business address is 725 W. Frontier, and I am authorized to make this Affidavit. Olathe, KS 66061

2. I am of sound mind and capable of making this Affidavit and am personally acquainted with the facts stated herein.

3. Consultant is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the citizen satisfaction survey contracted between Consultant and the City of Gladstone, Missouri.

4. Consultant does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

Elaine L. Tatham

Affiant

Elaine L. Tatham

Printed Name

Subscribed and sworn to before me this 23 day of November, 2015.

Bonnie S. Sheridan

Notary Public

SEAL

