



Roll Call Number

Agenda Item Number

46

Date April 10, 2006

**APPROVING PROFESSIONAL SERVICES CONTRACT WITH ETC INSTITUTE,
(ELAINE TATHAM, PRESIDENT, OLATHE, KS) FOR THE DEVELOPMENT AND
IMPLEMENTATION OF THE 2006 CITIZEN SATISFACTION SURVEY**

WHEREAS, citizen satisfaction surveys are an important source of citywide citizen input regarding City services and quality of life in Des Moines; and

WHEREAS, the City Council previously authorized two successful citizen satisfaction surveys with ETC Institute in 2004 and 2005; and

WHEREAS, the City Council expressed interest in continuing the administration of the ETC Institute *DirectionFinder* Survey on an annual basis; and

WHEREAS, funds are available in the City Wide Training and Benchmarking Fund, SP720 HRS980100; and.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Des Moines, Iowa, that the attached professional services contract for the development and implementation of a citizen satisfaction survey with ETC Institute, Elaine Tatham, President, 725 W Frontier Circle, Olathe, KS, is hereby approved and the City Manager is authorized to sign the agreement and to carry out its terms and conditions.

(Council Communication No. 06-181)

Moved by _____ to adopt.

APPROVED AS TO FORM:

Bruce Bergman, City Attorney

COUNCIL ACTION	YEAS	NAYS	PASS	ABSENT
COWNIE				
BROOKS				
COLEMAN				
HENSLEY				
KIERNAN				
MAHAFFEY				
VLASSIS				
TOTAL				
MOTION CARRIED			APPROVED	

CERTIFICATE

I, DIANE RAUH, City Clerk of said City hereby certify that at a meeting of the City Council of said City of Des Moines, held on the above date, among other proceedings the above was adopted.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

Mayor

City Clerk

Contract for Services: 2006 DirectionFinder® Survey

Between ETC Institute and the City of Des Moines, Iowa

ARTICLE I

SCOPE OF SERVICES

1. **Overview of Services to Be Performed:** ETC Institute will design and administer the *DirectionFinder*® Community Survey for the City of Des Moines, Iowa during the spring of 2006.
2. **Maximum fixed fee.** The total fee for this contract will not exceed \$10,500.
3. **ETC Institute's responsibilities** will include the following:
 - a. Participating in conference calls with personnel from City of Des Moines to design the survey.
 - b. finalizing the methodology for administering the survey based on input from the City.
 - c. designing a survey instrument that is up to seven pages in length (20 minutes); the survey will be similar to the 2005 survey.
 - d. selecting a random sample of households to be surveyed.
 - e. setting up the database.
 - f. testing the survey instrument.
 - g. completing a random sample of 400 surveys by a combination of mail and phone.
 - h. conducting data entry and quality control review for all completed surveys.
 - i. providing complete printouts of the data.
 - j. completing a summary report with an executive summary, description of the methodology, charts, and tables; the report will be similar to the report that was provided for the 2004 survey.
 - k. providing comparative benchmarks to show how the results for City of Des Moines compare to selected results from other communities.

- l. Providing comparative benchmarks to show how the results for the City of Des Moines compared to data previously collected for the City of Des Moines.
 - m. Providing a copy of the summary report in a PDF format.
 - n. Providing one on-site visit at no charge (tentatively scheduled for June 21, 2006, but subject to change at the request of the City of Des Moines).
4. Responsibilities for City of Des Moines will include the following:
- a. approve the survey instrument.
 - b. identify requests for subanalysis of the data as appropriate.
 - c. reproducing summary reports in excess of the 30 reports provided by ETC.

**ARTICLE II
PAYMENT FOR SERVICES**

1. Invoices will be submitted upon completion of tasks outlined in Article I, Section 3, for amounts not to exceed the amounts listed below in accordance with the following schedule.

<u>% of Total Fee</u>	<u>Tasks (Deliverable)</u>
30%	Tasks a-f (copy of the approved survey) (May 10, 2006)
55%	Tasks g-i (tables that show the results to the survey) (June 9, 2006)
15%	Tasks j-n (30 bound copies of the final report no later than (June 19, 2006)

2. **Optional Services.** The City may add the following services for the amounts listed below. Requests for the additional services must be submitted by the City to ETC Institute in writing.

<u>Service</u>	<u>Amount</u>
Increase Sample Size to 800	\$6250
Increase Sample Size to 1200	\$11,850
Geocoding/GIS Mapping	\$2,850
Crosstabulations	\$2,900
Additional On-Site Presentations	\$1,500 (includes travel)

**ARTICLE III
MISCELLANEOUS PROVISIONS**

1. Change in Scope. The Scope of Services for this contract shall be subject to modification or supplement upon the written agreement of the contracting parties. Any such modification in the Scope of Services shall be incorporated in this Agreement by supplemental agreement executed by the parties.

2. Termination of Contract. This agreement may be terminated by either party upon 14 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

3. Rights to Use the Data. This data collected under this contract will be jointly owned by the City of Des Moines and ETC Institute. ETC Institute has the right to use the data as a component of DirectionFinder benchmarks, but ETC Institute will not release specific results for City of Des Moines without approval from the City.

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

Richard A. Clark, City Manager
City of Des Moines, Iowa

Date _____



Christopher Tatham, ETC Institute

Date 04-04-06

ATTACHMENT A

PROFESSIONAL SERVICES INSURANCE & INDEMNIFICATION REQUIREMENTS

1. GENERAL

ETC Institute shall purchase and maintain insurance to protect ETC Institute and the City of Des Moines, Iowa throughout the duration of the Contract. Said insurance shall be provided by an insurance company(ies), "admitted" and "nonadmitted" to do business in the State of Iowa, having no less than an A.M. Best Rating of "B+". All policies shall be written on a per occurrence basis, unless otherwise indicated below, and in form and amounts and with companies satisfactory to the City of Des Moines. Certificates of Insurance confirming adequate insurance coverage shall be submitted to the City prior to contract execution or commencement of work and/or services.

2. INSURANCE REQUIREMENTS

A. WORKER'S COMPENSATION & EMPLOYER'S LIABILITY INSURANCE: ETC Institute shall procure and maintain during the life of this contract, Worker's Compensation Insurance, including *Employer's Liability Coverage*, in accordance with all applicable statutes of the State of Iowa. The coverage limits shall include \$100,000 each accident for Bodily Injury by Accident, \$100,000 each accident for Bodily Injury by Disease, and \$500,000 policy limit for Bodily Injury by Disease. **This requirement is waived if, under the law as stated in Chapter 85 of the Code of Iowa, ETC Institute is not required to carry such coverage.**

B. COMMERCIAL GENERAL LIABILITY INSURANCE: ETC Institute shall procure and maintain during the life of this contract, Commercial General Liability insurance on a per occurrence basis with limits of liability not less than \$500,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (a) Contractual Liability, (b) Premises and Operations, (c) Products and Completed Operations, (d) Independent Contractors Coverage, and (e) Personal and Advertising Injury. **Coverage shall be no less comprehensive and no more restrictive than the coverage provided by a standard form Commercial General Liability Policy (ISO CG 0001, Ed 07/98 with standard exclusions "a" through "o" or any subsequent ISO equivalent or a non-ISO equivalent form).**

C. AUTOMOBILE LIABILITY INSURANCE: ETC Institute shall procure and maintain during the life of this contract, Automobile Liability Insurance with limits of liability of not less than \$500,000 per occurrence combined single limit including Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles. **If ETC Institute does not own any vehicles, coverage is required on non-owned and hired vehicles.**

D. PROFESSIONAL LIABILITY INSURANCE: The ETC institute shall procure and maintain during the life of this contract, Professional Errors and Omissions Insurance with limits not less than \$500,000 per claim and in the aggregate. **The ETC institute will notify the City of any erosion of the Policy Limits due to claims made.**

E. **ADDITIONAL INSURED & CONTRACTUAL LIABILITY:** The City **SHALL NOT be named or included** as an Additional Insured, **but all policies except Workers Compensation SHALL include** Contractual Liability, **including** cost of defense and settlement, and a definition of “Insured Contract” that includes indemnification of a municipality. **ETC Institute’s insurance shall be primary and not contributing with any other insurance or similar protection available to the City, whether other available coverage be primary, contributing or excess.**

F. **CANCELLATION:** **All policies SHALL include** a Cancellation Endorsement guaranteeing the City **no less than 30 days** advance written notification of policy cancellation.

G. **SUBCONTRACTORS:** ETC Institute shall require that any of its agents and subcontractors who perform work and/or services pursuant to the provisions of this contract meet similar insurance requirements as are required of the ETC Institute.

H. **PROOF OF INSURANCE:** ETC Institute shall provide to the City of Des Moines, Iowa a Certificate(s) of Insurance evidencing all required insurance coverage as provided in A through G above. **The Certificate(s) of Insurance shall specify under “Description of Operations/ Locations/ Vehicle/Special Items: (1) the title of the contract, permit, license, etc. and (2) the following statement: “General Liability and Automobile Liability include Contractual Liability. The General Liability definition of “Insured Contract” includes the indemnification of a municipality when required by ordinance or by contract or agreement.”**

3. INDEMNIFICATION REQUIREMENTS

A. **INDEMNIFICATION (HOLD HARMLESS) PROVISION:** To the fullest extent permitted by law, ETC Institute agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Des Moines, Iowa, its elected and appointed officials, employees and volunteers and others working on behalf of the City, against any and all claims, demands, suits, or loss, including any and all outlay and expense connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Des Moines, Iowa, its elected and appointed officials, employees and volunteers and others working on behalf of the City, by reason of personal injury, including bodily injury or death, and property damages, including loss of use thereof, which arises out of or results from ETC Institute's negligent acts and errors or omissions related to the work and/or services provided by ETC Institute to the City of Des Moines, Iowa pursuant to the provisions of this contract.

It is the intention of the parties that the City of Des Moines, Iowa, its elected and appointed officials, employees and volunteers and others working on behalf of the City, shall not be liable or in any way responsible for injury, damage, liability, loss or expense incurred by ETC Institute, its officers, employees, subcontractors, and others affiliated with ETC Institute due to accidents, mishaps, misconduct, negligence or injuries either in person or property resulting from the work performed by, or the negligent acts, errors or omissions of, ETC Institute.

4. WAIVER OF SUBROGATION

A. **WAIVER OF SUBROGATION:** To the extent permitted by law, ETC Institute hereby releases the City of Des Moines, Iowa, its elected and appointed officials, its agents, employees and volunteers and other working on behalf of the City of Des Moines, Iowa, from and against any and all liability or responsibility to ETC Institute or anyone claiming through or under ETC Institute by way of subrogation or otherwise, for any loss or damage to property caused by fire or any other casualty. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of this contract. ETC Institute’s policies of insurance shall contain a clause or

endorsement to the effect that such release shall not adversely affect or impair such policies or prejudice the right of ETC Institute to recover thereunder.