

**AGREEMENT**  
**For**  
**PROFESSIONAL SERVICES**  
**Between**  
**THE CITY OF COLUMBIA, MISSOURI**  
**And**  
**ETC INSTITUTE**

THIS AGREEMENT (hereinafter "Agreement") between the City of Columbia, Missouri, a municipal corporation (hereinafter "City") and **ETC Institute**, with an address of **725 W Frontier Lane, Suite 7203, Olathe KS 66061**, (hereinafter "Consultant") is entered into on the date of the last signatory noted below (the "Effective Date").

WITNESSETH:

WHEREAS, City desires to engage Consultant to render certain professional services as outlined in the Scope of Work and Fee Schedule in Exhibit A; and

WHEREAS, Consultant represents and warrants that Consultant is equipped, competent, and able to provide all of the professional services necessary or appropriate in accordance with this Agreement.

NOW, THEREFORE, the Parties hereto, for good and sufficient consideration, the receipt of which is hereby acknowledged, intending to be legally bound, do hereby agree as follows.

1. **Services.** City agrees to engage the services of Consultant and Consultant agrees to perform the professional services outlined in Exhibit A. City may add to Consultant services or delete therefrom activities of a similar nature, provided that the total cost of such work does not exceed the total cost allowance as specified herein. Consultant shall undertake such changed activities or prepare written reports only upon the direction of City. All such directives and changes shall be in written form and prepared and approved by the City Manager and shall be accepted and countersigned by Consultant.

2. **Subcontracts.** Consultant represents that Consultant will secure at Consultant's own expense, all personnel required to perform the services called for under this Agreement by Consultant. None of the work or services covered by this Agreement shall be subcontracted or assigned without the written approval of City.

3. **Term.** The services of Consultant shall commence as soon as practicable after the execution of this Agreement, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the Agreement, but in any event, all of the services required hereunder shall be completed by **June 1, 2020**, unless the Parties agree otherwise, in writing.

4. **Payment.** The City agrees to pay the Consultant on an hourly basis and per task at the rates set forth in Exhibit A attached hereto in a total amount not to exceed the sum of **ten thousand dollars (\$10,000)**, which shall constitute complete compensation for all services and payment of expenses to be rendered under this Agreement. Consultant shall submit a monthly invoice to City setting forth the amounts due and payable for services rendered and City shall make payment, or notify Consultant of any dispute relating to amounts due, within thirty (30) days following the submission of such invoice. It is expressly understood that in no event will the total amount to be paid to Consultant under the terms of this Agreement or any amendment thereto exceed the sum set forth in this paragraph unless otherwise agreed to in writing between the parties in advance of the provision of such services.

5. **Termination.** City shall have the right at any time by written notice to Consultant to terminate and cancel this Agreement, without cause, for the convenience of City. In such event, Consultant shall immediately stop work and City shall not be liable to Consultant except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Consultant for the performance of the cancelled portions of the contract, including a reasonable allowance of profit applicable to the actual work performed. Anticipatory profits and consequential damages shall not be recoverable by Consultant. Should City terminate this Agreement, Consultant shall refund any advance payment made and amount due to City within thirty (30) days of the termination date.

6. **Notices.** Any notice, demand, request, or communication required or authorized by the Agreement shall be delivered either by hand, facsimile, overnight courier or mailed by certified mail, return receipt requested, with postage prepaid, to:

**If to CITY:**

**Community Relations Department**  
**ATTN: Steven Sapp**  
P.O. Box 6015  
Columbia, MO 65205-6015

**If to CONSULTANT:**

**ETC Institute**  
**ATTN: Ryan Murray**  
**725 W Frontier Lane, Suite 7203**  
**Olathe, KS 66061**

The designation and titles of the person to be notified or the address of such person may be changed at any time by written notice. Any such notice, demand, request, or communication shall be deemed delivered on receipt if delivered by hand and on deposit by the sending party if delivered by courier or U.S. mail.

7. **Compliance with Laws.** Consultant shall comply with all applicable federal, state and local laws, ordinances, rules and regulations.

8. **Governing Law and Venue.** This Agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the

laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this Agreement, shall be in Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri. The Parties agree to waive any defense of forum non conveniens.

9. **Employment of Unauthorized Aliens Prohibited.** Consultant agrees to comply with Missouri Revised Statute Section 285.530 in that Consultant shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. As a condition for the award of this Agreement the Consultant shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Consultant shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Consultant shall require any subcontractor to affirmatively state in its contract with Consultant that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. Consultant shall also require any subcontractor to provide Consultant with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

10. **No Third-Party Beneficiary.** No provision of the Agreement is intended to nor shall it in any way inure to the benefit of any person, so as to constitute any such person a third-party beneficiary under the Agreement.

11. **No Assignment.** This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. Neither Party shall assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party.

12. **No Waiver of Immunities.** In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.

13. **HOLD HARMLESS AGREEMENT:** To the fullest extent not prohibited by law, Consultant shall indemnify and hold harmless the City of Columbia, its directors, officers, agents, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney's fees) for bodily injury and/or property damage arising by reason of any act or failure to act, negligent or otherwise, of Consultant, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with Consultant or a subcontractor for part of the services), of anyone directly or indirectly employed by Consultant or by any subcontractor, or of anyone for whose acts the Consultant or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require Consultant to

indemnify, hold harmless, or defend the City of Columbia from the City of Columbia's own negligence.

14. **Professional Oversight Indemnification.** Consultant understands and agrees that City has contracted with Consultant based upon Consultant's representations that Consultant is a skilled professional and fully able to provide the services set out in this Agreement. In addition to any other indemnification set out in this Agreement, Consultant agrees to defend, indemnify and hold and save harmless City from any and all claims, settlements, and judgments whatsoever arising out of City's alleged negligence in hiring or failing to properly supervise Consultant.

15. **Audit.** Consultant shall maintain financial records according to generally accepted accounting standards. City has the right, at its sole expense and during normal working hours, to examine the records of Consultant to the extent reasonably necessary to verify the accuracy of any statement, charge or computation made pursuant to this Agreement.

16. **Nondiscrimination.** During the performance of this Agreement, Consultant shall not discriminate against any employee, applicant for employment or recipient of services because of race, color, religion, sex, sexual orientation, gender identity, age, disability, or national origin. Consultant shall comply with all provisions of laws, rules and regulations governing the regulation of Equal Employment Opportunity including Title VI of the Civil Rights Act of 1964 and Chapter 12 of the City of Columbia's Code of Ordinances.

17. **General Independent Contractor.** This Agreement does not create an employee/employer relationship between the Parties. It is the Parties' intention that the Consultant will be an independent contractor and not the City's employee for all purposes.

18. **Contract Documents.** This Agreement includes the following exhibits, which are incorporated herein by reference:

<u>Exhibit</u>	<u>Description</u>
A	Scope of Work and Fee Schedule

In the event of a conflict between the terms of an exhibit and the terms of this Agreement, the terms of this Agreement control.

19. **Entire Agreement.** This Agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

CITY OF COLUMBIA, MISSOURI

By: \_\_\_\_\_  
City Manager

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

ATTEST:

By: \_\_\_\_\_  
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Nancy Thompson, City Counselor

CERTIFICATION: I, hereby certify that this Agreement is within the purpose of the appropriation to which it is to be charged, Account Number 6750-351000, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

By: \_\_\_\_\_  
Director of Finance

(Seal)

ETC INSTITUTE

By: \_\_\_\_\_  
Name: GREGORY S EMAS  
Title: CFO  
Date: 2/27/20

ATTEST:

By: \_\_\_\_\_  
Secretary or Witness  
Name: BRYAN MURPHY

**EXHIBIT A**

**SCOPE OF WORK AND FEE SCHEDULE**



Marketing Research, Demography, Statistical Applications

725 W. Frontier Circle, Olathe, Kansas 66061  
(913) 829-1215 FAX: (913) 829-1591

December 19, 2019

**Subject: Proposal to Conduct a City Website Perceptions Survey For the City of Columbia, Missouri**

ETC Institute is pleased to submit a quote to conduct a City website perceptions survey for the City of Columbia, Missouri. If selected for this project, ETC Institute will provide the following services:

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

- Working with City staff to develop the content of the survey. Although ETC Institute will tailor the survey to the City's needs, our firm will provide sample questions from other communities to make the development of the survey instrument as easy as possible. 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 up to 5 pages in length.
- Participating in meetings by phone to develop the survey.
- Conducting a pilot test of the survey to ensure the questions are understood by residents. Based on the results of the pilot test, ETC Institute will recommend changes (if needed) to the survey.
- Selecting a random sample of residents to be contacted for the survey. The sample will be address-based.
- ETC Institute will also work with the City to determine if there are any additional user groups who should be selected for the survey. These groups would receive the survey via an emailed web link with three follow-up attempts.

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 the survey by a combination of mail and internet.
- ETC Institute will mail the survey and a cover letter (on City letterhead) to a random 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 mailed survey. The cover letter will contain a link to an online version of the survey. Residents who receive the survey will have the option of returning the printed survey by mail or completing it on-line.
- Approximately 7-10 days after the surveys are mailed, ETC Institute will follow-up via e-mail and/or phone with households that received a mailed survey. ETC

Institute will continue following up with households until reaching a minimum of 300 completed surveys. A sample of 300 completed surveys will provide results that have a margin of error of +/-5.66% at the 95% level of confidence at the City level. The results would be statistically valid City-wide.

- ETC Institute will monitor the distribution of the sample to ensure that the sample reasonably reflects the demographic composition of the City with regard to age, geographic dispersion, gender, race/ethnicity and other factors.
- The additional user groups selected by the City will have the option of completing the survey on the internet but will not be mailed a paper survey. ETC Institute will follow-up with these respondents via email a minimum of three times.

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, and recommendations based on the results.
- Charts and graphs that show the overall results of each question on the survey.
- Tabular data that shows the results for each question on the survey, including open ended questions.
- A copy of the survey instrument

**Task 4: Conduct Focus Groups. (OPTIONAL)** ETC Institute can conduct focus groups that will be used to obtain detailed information as a follow-up process to the perceptions survey. This will provide the City with additional insight to help interpret the findings from the perceptions survey.

- Based on the results of the perceptions survey, ETC Institute will work with City staff to determine the major topic areas and design the focus group moderator script. ETC Institute will identify (in partnership with City staff) focus group attendees. The perceptions survey will include a question that asks each respondent to include their name, telephone number, and email address if they would like to participate in focus groups. This list will be used to recruit participants, but the City should also select participants from key user groups who were selected to receive the survey.
- ETC Institute will develop a focus group moderator script based on the results and major findings of the perceptions survey.
- ETC Institute will conduct up to three focus groups with the recruited participants to gain further insight and to help interpret findings from the perceptions survey. It is anticipated that each focus group will be attended by 10-12 attendees and will last up to 90 minutes. The focus groups will be moderated by an ETC Institute



project manager.

Deliverable Task 4: ETC Institute will prepare a report that summarizes the comments and relevant insights gained from the focus groups.

**Optional Consulting Services:** In lieu of the scope of work described above, ETC Institute can assist the City in developing and administering a perceptions survey and analyzing the results. ETC Institute can also assist the City with recommendations based on the results of the survey and developing focus group moderator scripts for use by the City. The hourly rates for Chris Tatham and Ryan Murray are listed in the table below. It is estimated that each member of the ETC Institute team would spend approximately eight hours assisting the City in completing tasks one through four.

### **Fees**

The table below shows a breakdown of the fees for the services described in this proposal. The total cost for developing and administering a perception survey to 300 respondents and analyzing the results (tasks one through three) would be \$10,000.00. The cost to conduct up to three focus groups for the City would be \$6,500.00.

<b>Task</b>		<b>300 Surveys</b>
1	Design Survey and Sampling Plan	\$ 2,500.00
2	Administer Survey (Up to 5 pages in length)	\$ 6,500.00
3	Analysis and Reporting	\$ 1,000.00
<b>Total</b>		<b>\$ 10,000.00</b>
<b>Optional Tasks</b>		
4	Conduct Focus Groups (3)	\$ 6,500.00
<b>Consulting Fees - Hourly Rates</b>		
Chris Tatham, CEO		\$ 246.00
Ryan Murray, Assistant Director of Community Research		\$ 105.00

If the City chooses to administer the survey and conduct focus groups with assistance from ETC Institute staff, the professional hours will be billed separately based on the hourly rates listed in the table above. Any additional consulting services above and beyond those in the tasks listed in this proposal will also be billed by the hourly rates listed in the table above.

  
\_\_\_\_\_  
Greg Emas, CFO  
ETC Institute