

RESOLUTION NO. 06-400

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING THE AGREEMENT BETWEEN THE TOWN OF MIAMI LAKES AND PROFILE MARKETING RESEARCH, INC. TO PERFORM A TOWN RESIDENT SURVEY; AUTHORIZING TOWN OFFICIALS TO TAKE ALL STEPS NECESSARY TO IMPLEMENT THE TERMS OF THE AGREEMENT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in the Spring of 2005, Profile Marketing Research, Inc. (the “Consultant”) performed a resident satisfaction survey for the Town of Miami Lakes (the “Town”); and

WHEREAS, the Town desires to conduct a follow-up telephone survey to continue to gauge resident’s satisfaction with Town services in order to help determine priorities and areas of improvement (the “Town Resident Survey”); and

WHEREAS, the Town Council finds that the Agreement with Consultant for the Town Resident Survey is in the best interest of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The foregoing Recitals are true and correct and are incorporated herein by this reference.

Section 2. Approval of Agreement. The Agreement for the Town Resident Survey between the Town of Miami Lakes and Profile Marketing Research, a copy of which is attached as Exhibit “A,” together with such non-material changes as may be acceptable to the Town Manager and approved as to form and legality by the Town Attorney, is approved.

Section 3. Authorization of Town Officials. The Town Manager and/or his designee and the Town Attorney are authorized to take all actions necessary to implement the terms and conditions of the Agreement and to request any necessary extensions to the Agreement.

Section 4. Authorization of Fund Expenditure. Notwithstanding the limitations imposed upon the Town Manager pursuant to the Town's Purchasing Procedures Ordinance, the Town Manager is authorized to expend budgeted funds to implement the terms and conditions of the Agreement.

Section 5. Execution of Agreement. The Manager is authorized to execute the Agreement on behalf of the Town, to execute any required agreements and/or documents to implement the terms and conditions of the Agreement and to execute any extensions to the Agreement.

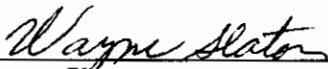
Section 6. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 9th day of May, 2006.

Motion to adopt by Councilmember Mary Collins, second by Councilmember Dorothy Cook.


FINAL VOTE AT ADOPTION

Mayor Wayne Slaton	yes
Vice Mayor Robert Meador	yes
Councilmember Roberto Alonso	yes
Councilmember Mary Collins	yes
Councilmember Dorothy Cook	yes
Councilmember Michael Pizzi	yes
Councilmember Nancy Simon	yes




Wayne Slaton
MAYOR

ATTEST:



Debra Eastman, MMC
TOWN CLERK

Approved as to form and legality for the use
and benefit of the Town of Miami Lakes only:



Weiss, Serota, Helfman, Pastoriza
Cole & Boniske, P.A.
TOWN ATTORNEY

EXHIBIT A

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF MIAMI LAKES
AND
PROFILE MARKETING RESEARCH, INC.**

THIS AGREEMENT is made between **PROFILE MARKETING RESEARCH, INC.**, a Florida corporation, (hereinafter the "Consultant"), and the **TOWN OF MIAMI LAKES, FLORIDA**, a Florida municipal corporation, (hereinafter the "Town").

WHEREAS, the Consultant and Town, through mutual negotiation, have agreed upon a scope of services, schedule, and fee for a Town survey (the "Project"); and

WHEREAS, the Town desires to engage the Consultant to perform the services specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Consultant and the Town agree as follows.

1. **Scope of Services/Deliverables.**

1.1 The Consultant shall furnish to the Town a resident survey as set forth in the Scope of Services for the Project as specified in Exhibit "A," attached to this Agreement.

2. **Term/Commencement Date.**

2.1 This Agreement shall become effective upon execution by both parties and shall remain in effect through July 30, 2006, unless earlier terminated in accordance with Paragraph 7. The Town Manager may extend the term of this Agreement up to an additional 180 days by written notice to the Consultant.

2.2 Consultant agrees to complete each deliverable for the Project within the timeframes set forth in the Project Schedule attached as Exhibit "B," unless extended in writing by the Town Manager.

3. **Compensation and Payment.**

3.1 The Consultant shall be compensated a lump sum amount not to exceed **\$22,750.00** for the completion of the Project.

3.2 In addition to the requirements under the Florida Prompt Payment Act, the Town shall pay Consultant, upon receipt of each approved invoice, in the following manner:

- a) \$7,500.00 at the commencement of the project;
 - b) \$7,500.00 at the commencement of data collection; and
 - c) \$7,750.00 upon receipt and satisfactory completion of the final report to the Town.
- 3.3 The Town shall reimburse the Consultant at direct cost for shipping expenses which are pre-approved by the Town .
- 3.4 In the event that all or a portion of an invoice submitted to the Town for payment to the Contractor is disputed, or additional backup documentation is required, the Town shall notify the Consultant of such objection, modification or additional backup within fifteen (15) working days of receipt of the invoice. The Town shall pay to the Consultant the undisputed portion of the invoice. The parties shall endeavor to resolve the dispute in a mutually agreeable fashion.

4. **Subconsultants.**

- 4.1 The Consultant shall be responsible for all payments to any subconsultants and shall maintain responsibility for all work related to the Project.
- 4.2 Any subconsultants used on the Project must have the prior written approval of the Town Manager.

5. **Town's Responsibilities.**

- 5.1 The Town shall furnish to Consultant, at the Consultant's written request, all available maps, plans, existing studies, reports and any other data pertinent to the work to be provided by Consultant, in possession of the Town.
- 5.2 The Town shall assist Consultant by placing at its disposal all available information as may be requested in writing by the Consultant and allow reasonable access to all pertinent information relating to the Work to be performed by Consultant.

6. **Conflict of Interest.**

- 6.1 To avoid any conflict of interest or any appearance thereof during the term of this Agreement, the Consultant shall not represent any third party, private sector entities (developers, corporations, real estate investors, etc.), on any matter that is adversarial to or conflicts with the interests or position of the Town or any of its boards.

7. **Termination.**

- 7.1 The Town Manager may terminate this Agreement for convenience upon five (5) calendar days written notice to the Consultant. In the event of termination under this section, the Consultant shall stop work on this Project and shall incur no further obligations in connection with this Project, unless directed otherwise by the Town Manager. The Consultant shall promptly submit its invoice for final payment and the invoice shall comply with Section 3. The Town shall not pay the Consultant for work which has not been performed.
- 7.2 In the event of termination by the Town, the Consultant shall be compensated for all work accepted by the Town Manager up to the date of termination, provided that the Consultant has first complied with the provisions of Paragraph 7.3.
- 7.3 The Consultant shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Project to the Town, in a hard copy and electronic format within 14 days from the date of the written notice of termination or the date of expiration of this Agreement.

8. **Insurance.**

The Consultant shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required by the Town Manager. The underwriter of such insurance shall be qualified to do business in the State of Florida and have agents upon whom service of process may be made in the State of Florida. If requested by the Town Manager, the insurance coverage shall be primary insurance with respect to the Town, its officials, employees, agents and volunteers. The insurance coverages shall include a minimum of:

- 8.1 Commercial General Liability. If applicable, commercial general liability coverage with limits of liability of not less than \$1,000,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability.
- 8.2 Certificates of Insurance shall be provided to the Town at the time of execution of this Agreement and certified copies provided if requested. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Town before any policy or coverage is cancelled or restricted.

9. **Nondiscrimination.**

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

10. **Attorneys' Fees and Waiver of Jury Trial.**

10.1 In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its 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.

10.2 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.

11. **Indemnification.**

11.1 Consultant shall defend, indemnify, and hold harmless the Town, 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 Consultant's performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from contracts between the Consultant and third parties made pursuant to this Agreement. Consultant shall reimburse the Town for all its expenses including reasonable attorney's 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 Consultant's performance or non-performance of this Agreement.

11.2 The provisions of this section shall survive termination of this Agreement.

12. **Notices/Authorized Representatives.**

12.1 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 Town: Alex Rey, Town Manager
Town of Miami Lakes
15700 NW 67th Avenue
Suite 302
Miami Lakes, Florida 33014
Telephone: (305) 364-6100
Facsimile: (305) 558-8511

With a Copy To: Nina Boniske, Town Attorney
Weiss Serota Helfman Pastoriza
Cole & Boniske, P.A.
2665 So. Bayshore Drive
Suite 420
Miami, Florida 33133
Telephone: (305) 854-0800
Facsimile: (305) 854-2323

For the Consultant: Judy A. Hoffman, President
Profile Marketing Research, Inc.
4020 South 57th Avenue
Lake Worth, Florida 33463
Telephone: (561) 965-8300
Facsimile: (561) 965-6925

13. **Governing Law.**

13.1 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.

14. **Entire Agreement/Modification/Amendment.**

14.1 This writing contains the entire Agreement of the parties and supercedes 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.

14.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

15. **Ownership and Access to Records and Audits.**

15.1 All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from the Consultant

providing services to the Town under this Agreement shall be the property of the Town.

15.2 The Town Manager or his designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any Records of the Consultant involving transactions related to this Agreement.

15.3 The Town may cancel this Agreement for refusal by the Consultant to allow access by the Town 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.

16. **Nonassignability.**

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

17. **Severability.**

17.1 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.

18. **Independent Contractor.**

18.1 The Consultant and its employees, volunteers and agents shall be and remain independent contractor and not agents or employees of the Town 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.

19. **Compliance with Laws.**

19.1 The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the Project.

20. **Waiver.**

20.1 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.

21. **Survival of Provisions.**

21.1 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.

22. **Prohibition Of Contingency Fees.**

22.1 The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, 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 Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

23. **Counterparts.**

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

IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature: The Town, signing by and through its Town Manager, attested to by its Town Clerk, duly authorized to execute same and by Consultant by and through its _____, whose representative has been duly authorized to execute same.

Attest:

TOWN OF MIAMI LAKES

Debra Eastman, MMC, Town Clerk

By: _____
Alex Rey, Town Manager

Date: _____

PROFILE MARKETING RESEARCH

By: _____
Judy A. Hoffman, President

Date: _____

EXHIBIT "A"

Scope of Services

Town Resident Telephone Survey

- Modify the survey questionnaire based on the 2005 survey conducted for the Town. The survey shall be modified to incorporate additional information goals.
- Conduct a telephone survey among area residents. Consultant shall sample 400 area residents to yield an error of +/- 4.8% at a 95% level of confidence.
- Survey participants shall be age 18 and over and shall be contacted on a random basis to be representative of the population of the Town.
- Interview length shall be approximately 15 minutes per interview.
- Questionnaire shall be prepared based upon study objectives and meetings with Town officials and staff.
- Questionnaire shall undergo an internal pretest. This process includes review by analytical staff, as well as by the Field Director and selected interviewers. Actual interviews shall also be conducted as part of the pretest process.
- Consultant shall purchase a listed sample of households within the Town.
- Interviewers shall be briefed and trained as to the specifics of this Project. Briefing and training includes study familiarization and practice interviews.
- A minimum of 10% of each interviewer's work will be audio-monitored by the Field Manager or Field Supervisor.
- Initial contact for Town residents shall be weekday evenings 5:00pm to 9:00pm, Saturdays 10:00am to 5:00pm and Sundays 1:00pm – 9:00pm. An unlimited number of callbacks shall be made to reach a potential respondent. Callbacks shall be distributed across different days of the week and times of day on a rotated basis to ensure representation of hard to reach respondents. Appointments for contacts shall be made as feasible and appropriate as possible.
- Action response forms shall be utilized to capture resident information for those residents who voice a concern or complaint, make a request or ask a question. Information including resident name, telephone number and appropriate details shall be emailed next business day for follow up by the Town.
- All data processing is conducted in-house to allow for quality control and for immediate access during the analysis. Upon completion of interviewing, all questionnaires shall be

coded and edited in preparation for data processing. This shall include all open-ended questions. Data verification shall be conducted through logic statements and examination of individual completed surveys.

- A tabular report shall be generated to reflect a complete presentation of data derived from all questions included on the survey cross-tabulated by specific subgroups.
- Regression shall be used for key driver statistical analysis, in order to quantify the strongest drivers of resident satisfaction.
- A detailed analysis shall be conducted to include an examination of survey data by subgroup. Measures of significant difference, group to group, shall be performed, to assure understanding of differences between respondent segments.
- A comprehensive written final report shall be prepared and delivered to the Town. The final report shall examine all survey data, highlighting key findings and implications. This final report shall consist of an explication of Project background and objectives, and a detailed analysis of survey findings including graphic presentation of the data. The report shall be clear, concise, understandable and actionable.
- If desired by the Town, the Consultant shall conduct a presentation of its findings, at no additional cost to the Town.

EXHIBIT “B”

Project Schedule*

<u>Task</u>	<u>Due Date</u>	<u>Deliverable</u>
Survey Approval	Week 1	
Revise Survey Instrument	Week 1	Survey
Program, Test Survey Under CATI	Weeks 1-2	
Interviewing	Weeks 2-4	
Coding/Data Entry	Weeks 2-5	
Provide Tabular Reports	Week 5	Tabular Reports
Provide Final Report	Week 6	Final Report

*** Project Schedule to begin following work session with Town officials**