



**PURCHASING ITEM
FOR
COUNCIL AGENDA**

1. Agenda Item Number:

27

2. Council Meeting Date:

August 9, 2007

TO: MAYOR & COUNCIL

3. Date Prepared: July 23, 2007

THROUGH: CITY MANAGER

4. Requesting Department: Planning & Development

5. SUBJECT: Approval of Agreement No. HO7-918-2469 for a Human Services Needs Assessment with The Williams Institute, Inc. in an amount not to exceed \$69,079.

6. RECOMMENDATION: Staff recommends approval of the agreement with The Williams Institute in an amount not to exceed \$69,079.

7. HISTORICAL BACKGROUND/DISCUSSION: In January of this year, Mayor and Council accepted the Housing and Human Services Commission recommendation to conduct a citywide need assessment. Commission had discussed the necessity of an assessment of Human Service needs in our city. The Purchasing Division prepared Requests for Proposals and received two bids for the aforementioned assessment. Additionally, during the FY 07/08 Budget Process, a request was made by the Chandler Nonprofit Coalition to include a review of the entity's performance over the past two years. A section of the assessment will be added to accommodate this request.

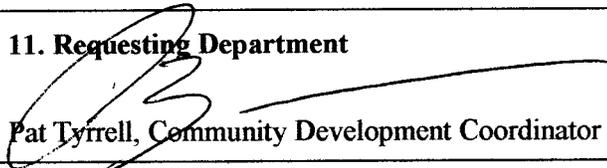
8. EVALUATION PROCESS: A Request for Proposals (RFP) for a Human Services Needs Assessment was advertised and issued to registered City vendors along with suggested vendors from the Department. The Purchasing Office received two (2) offers. The evaluation committee was comprised of the following individuals: Pat Tyrrell, Community Development Coordinator; Jessica Ponzio, Asst. Community Development Coordinator; Glenna McCollum, Chandler Nonprofit Coalition; Deborah Arteaga, HHS Commission; Lenore Parker, HHS Commission; and Robert Descheemaker, Purchasing Supervisor. The selection process was conducted in accordance with established City policies and the recommendation for award is based on the evaluation criteria in the RFP.

9. FINANCIAL IMPLICATIONS: Funding is available in Cost Center 4700 to accommodate this undertaking. Funding for this project will be paid through the city's Community Development Block Grant. General Fund dollars set aside by Mayor and Council during the budget process for a study of the Chandler Nonprofit Coalition's effectiveness might instead be used for direct funding of social service programs.

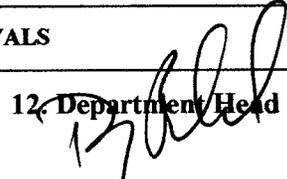
10. PROPOSED MOTION: Move to approve Agreement No. HO7-918-2469, with The Williams Institute, per staff recommendation, and authorize the Mayor to sign the agreement in an amount not to exceed \$69,079.

APPROVALS

11. Requesting Department


Pat Tyrrell, Community Development Coordinator

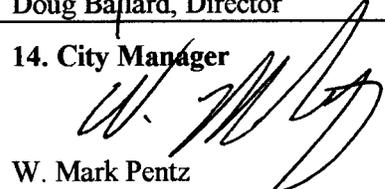
12. Department Head


Doug Ballard, Director

13. Procurement Officer


Robert Descheemaker, CPPB

14. City Manager


W. Mark Pentz

**CITY OF CHANDLER SERVICES AGREEMENT
HUMAN SERVICES NEEDS ASSESSMENT
CONTRACT NO.: HO7-918-2469**

THIS AGREEMENT is made and entered into this [REDACTED] day of [REDACTED], 200[REDACTED], by and between the City of Chandler, a Municipal Corporation of the State of Arizona, hereinafter referred to as "CITY", and **THE WILLIAMS INSTITUTE, INC.** (a Corporation of the State of Arizona), hereinafter referred to as "CONSULTANT".

WHEREAS, CONSULTANT represents that CONSULTANT has the expertise and is qualified to perform the services described in the Agreement.

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

1. CONTRACT ADMINISTRATOR:

- 1.1. **Contract Administrator.** CONSULTANT shall act under the authority and approval of the Community Development Coordinator/designee (Contract Administrator), to provide the services required by this Agreement.
- 1.2. **Key Staff.** This Contract has been awarded to CONSULTANT based partially on the key personnel proposed to perform the services required herein. CONSULTANT shall not change nor substitute any of these key staff for work on this Contract without prior written approval by CITY.
- 1.3. **Subcontractors.** During the performance of the Agreement, CONSULTANT may engage such additional SUBCONSULTANTS as may be required for the timely completion of this Agreement. In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Agreement rests with CONSULTANT.
- 1.4. **Subcontracts.** CONSULTANT shall not enter into any Subcontract under this Contract for the performance of this Contract without the advance written approval of CITY. The subcontract shall incorporate by reference the terms and conditions of this Contract.

2. SCOPE OF WORK: CONSULTANT shall provide services all as more specifically set forth in the Scope of Work, labeled Exhibit A, attached hereto and made a part hereof by reference and as set forth in the details included therein.

- 2.1. **Non-Discrimination.** The CONSULTANT shall comply with State Executive Order No. 99-4 and all other applicable City, State and Federal laws, rules and regulations, including the Americans with Disabilities Act.
- 2.2. **Licenses.** CONSULTANT shall maintain in current status all Federal, State and local licenses and permits required for the operation of the business conducted by the CONSULTANT as applicable to this contract.
- 2.3. **Advertising, Publishing and Promotion of Contract.** The CONSULTANT shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the CITY.
- 2.4. **Compliance With Applicable Laws.** CONSULTANT shall comply with all applicable Federal, state and local laws, and with all applicable license and permit requirements.

3. ACCEPTANCE AND DOCUMENTATION: Each task shall be reviewed and approved by the Contract Administrator to determine acceptable completion.

- 3.1 Records.** The CONSULTANT shall retain and shall contractually require each SUBCONSULTANT to retain all data and other “records” relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract.
- 3.2 Audit.** At any time during the term of this Contract and five (5) years thereafter, the CONSULTANT’S or any SUBCONSULTANT’S books and records shall be subject to audit by the City to the extent that the books and records relate to the performance of the Contract or Subcontract. Upon request, the CONSULTANT shall produce a legible copy of any or all such records.
- 3.3 Property of CITY.** Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of CITY. CONSULTANT is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. CONSULTANT shall not use or release these materials without the prior written consent of CITY.
- 4. PRICE:**
- 4.1** CITY shall pay to CONSULTANT an amount not to exceed sixty-nine thousand and seventy nine dollars and ten cents (\$69,079.10) for the completion of all the work and services described herein, which sum shall include all costs or expenses incurred by CONSULTANT, payable as set forth in Exhibit B, attached hereto and made a part hereof by reference.
- 4.2 Payment.** CONSULTANT shall submit to the Contract Administrator, after completion of the task or combination of tasks listed in the Project Agreement, a statement of charges for the work completed under that Project Agreement, in conformance with the pricing schedule set forth in Exhibit B, the Contract Administrator shall process the claim for prompt payment in accordance with the standard operating procedures of CITY.
- 4.3 IRS W9 Form.** In order to receive payment CONSULTANT shall have a current I.R.S. W9 Form on file with CITY, unless not required by law.
- 5. TERM:**
- 5.1** Following execution of this Agreement by CITY, CONSULTANT shall immediately commence work and shall complete all services described herein within the parameters set forth in Exhibits A and B.
- 6. CITY’S CONTRACTUAL REMEDIES:**
- 6.1 Right to Assurance.** If the City in good faith has reason to believe that the CONSULTANT does not intend to, or is unable to perform or continue performing under this Contract, the Contract Administrator may demand in writing that the CONSULTANT give a written assurance of intent to perform. Failure by the CONSULTANT to provide written assurance within the number of Days specified in the demand may, at the City’s option, be the basis for terminating the Contract in addition to any other rights and remedies provided by law or this Contract.
- 6.2 Stop Work Order.** The City may, at any time, by written order to the CONSULTANT, require the CONSULTANT to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the City after the order is delivered to the CONSULTANT. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the CONSULTANT shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
- 6.3** If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the CONSULTANT shall resume work. The Contract Administrator shall make an equitable

adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

6.4 Non-exclusive Remedies. The rights and the remedies of the City under this Contract are not exclusive.

6.5 Nonconforming Tender. Services and materials supplied under this Contract shall fully comply with Contract requirements and specifications. Services or materials that do not fully comply constitute a breach of contract.

6.6 Right of Offset. The City shall be entitled to offset against any sums due CONSULTANT, any expenses or costs incurred by the City, or damages assessed by the City concerning the CONSULTANT'S non-conforming performance or failure to perform the Contract, including expenses to complete the work and other costs and damages incurred by CITY.

7. TERMINATION:

7.1 Termination for Convenience. CITY reserves the right to terminate this Agreement or any part thereof for its sole convenience with thirty (30) days written notice. In the event of such termination, CONSULTANT shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and SUBCONSULTANTS to cease such work. As compensation in full for services performed to the date of such termination, the CONSULTANT shall receive a fee for the percentage of services actually performed. This fee shall be in the amount to be mutually agreed upon by the CONSULTANT and CITY, based on the agreed Scope of Work. If there is no mutual agreement, the **Management Services Director** shall determine the percentage of work performed for each task detailed in the Scope of Work and the CONSULTANT'S compensation shall be based upon such determination and CONSULTANT'S fee schedule included herein.

7.2 Termination for Cause. CITY may, upon written notice, terminate this Agreement for CONSULTANT'S failure to comply with the terms of this Agreement.

7.3 Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, CITY may cancel this Contract after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the City is or becomes at any time while this Contract or an extension of this Contract is in effect, an employee of or a consultant to any other party to this Contract. The cancellation shall be effective when the CONTRACTOR receives written notice of the cancellation unless the notice specifies a later time.

7.4 Gratuities. CITY may, by written notice, terminate this Contract, in whole or in part, if CITY determines that employment or a Gratuity was offered or made by CONSULTANT or a representative of CONSULTANT to any officer or employee of CITY for the purpose of influencing the outcome of the procurement or securing this Contract, an amendment to this Contract, or favorable treatment concerning this Contract, including the making of any determination or decision about contract performance. The CITY, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by CONSULTANT.

7.5 Suspension or Debarment. CITY may, by written notice to the CONSULTANT, immediately terminate this Contract if CITY determines that CONSULTANT has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a SUBCONSULTANT of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the CONSULTANT is not currently suspended or debarred. If CONSULTANT becomes suspended or debarred, CONSULTANT shall immediately notify CITY.

- 7.6 Continuation of Performance Through Termination.** The CONSULTANT shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.
- 7.7 No Waiver.** Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
- 8. FORCE MAJEURE:** Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, or earthquakes.
- 9. ALTERNATE DISPUTE RESOLUTION:** Notwithstanding anything to the contrary provided elsewhere in the Contract documents, the alternate dispute resolution (ADR) process provided herein shall be the exclusive means for resolution of claims or disputes and other matters in question between the City and the CONSULTANT arising out of, or relating to the Contract documents, interpretation of the Contract, or the performance of or the breach by any party thereto, including but not limited to, original claims or disputes asserted as cross claims, counterclaims, third party claims or claims for indemnity or subrogation, in any threatened or ongoing litigation or arbitration with third parties, if such disputes involve parties to contracts containing this ADR provision.
- 9.1 Notice.** CONSULTANT shall submit written notice of any claim or dispute to the Contract Administrator within thirty (30) days of the occurrence, event or disputed response from CITY for immediate resolution pursuant to these provisions. Each claim or dispute shall be submitted and resolved as it occurs and not postponed until the end of the Contract nor lumped together with other pending claims.
- 9.2 Forfeiture.** Failure to submit a notice of any claim, dispute, or other issue within such thirty (30) days shall constitute CONSULTANT'S forfeiture of its right to dispute the issue, raise the claim or make the request and shall also constitute CONSULTANT'S agreement and acceptance of the CITY'S position.
- 9.3 CITY Response.** The Contract Administrator will provide to CONSULTANT a written response to any claim, request for clarification or dispute on or before thirty (30) days from receipt of CONSULTANT'S written claim.
- 9.4 Appeal.** If CONSULTANT disagrees with the response of the Contract Administrator, within fifteen days of the date of the response by the Contract Administrator, CONSULTANT shall file with the Contract Administrator, written notice of appeal. The Contract Administrator shall provide copies of all relevant information concerning the Contract and claim or dispute to the Assistant Management Services Director who will determine the appeal. The Assistant Management Services Director may request additional information from either party, may hold an informal informational hearing or may make the determination based on the information provided. The Assistant Management Services Director shall make a final determination of the appeal and provide written notice to CONSULTANT within sixty (60) days from the date of CONSULTANT'S written notice of appeal.
- 9.5 Arbitration.** If CONSULTANT is not satisfied with the determination of the Assistant Management Services Director, the following binding arbitration procedure shall serve as the exclusive method to resolve all unresolved disputes. If CONSULTANT chooses not to accept the decision of the Assistant Management Services Director, CONSULTANT shall notify the Contract Administrator in writing within ten (10) business days of receipt of the Assistant Management Services Director's decision of a request for arbitration. The CONSULTANT shall post a cash bond with the Arbitrator in

the amount of \$5,000, or a greater amount as determined by the Arbitrator, that will defray the cost of the arbitration as set forth in paragraph M, Fees and Costs, and proceeds from said bond shall be allocated in accordance with said paragraph by the Arbitrator.

- A. **Arbitration Panel:** The Arbitration Panel shall consist of the arbitrators selected by the parties involved in the dispute, (i.e., CITY will select one arbitrator, CONSULTANT will select one arbitrator, and any other CONSULTANT who has a contract with the CITY which contains this ADR provision and is a party to the same dispute will also select an arbitrator), and the foregoing arbitrators shall select a neutral Arbitrator who will hear the matter and make a final determination, as set forth herein.
- B. **Expedited Hearing:** The parties have structured this procedure with the goal of providing for the prompt and efficient resolution of all disputes falling within the purview of this ADR process. To that end, any party can petition the Arbitrator to set an expedited hearing if circumstances justify it. The Arbitrator shall contact the parties and schedule the arbitration at the earliest possible date. In any event, the hearing of any dispute not expedited will commence as soon as practical, but in no event later than sixty (60) days after notification of request for arbitration having been submitted. This deadline can be extended only with the consent of all the parties to the dispute, or by decision of the Arbitrator upon a showing of emergency circumstances.
- C. **Procedure:** The Arbitrator shall conduct the hearing that will resolve disputes in a prompt, cost efficient manner giving due regard to the rights of all parties. Each party shall supply to the Arbitrator a written pre-hearing statement, which shall contain a brief statement of the nature of the claim or defense, a list of witnesses and exhibits, a brief description of the subject matter of the testimony of each witness who will be called to testify, and an estimate as to the length of time that will be required for the arbitration hearing. The Arbitrator shall determine the nature and scope of discovery, if any, and the manner of presentation of relevant evidence consistent with the deadlines provided herein, and the parties' objective that disputes be resolved in a prompt and efficient manner. No discovery may be had of privileged materials or information. The Arbitrator, upon proper application, shall issue such orders as may be necessary and permissible under law to protect confidential, proprietary, or sensitive materials or information from public disclosure or other misuse. Any party may make application to the Maricopa County Superior Court to have a protective order entered as may be appropriate to conform to such orders of the Arbitrator.
- D. **Hearing Days:** To effectuate the parties' goals, the hearing once commenced, will proceed from business day to business day until concluded, absent a showing of emergency circumstances.
- E. **Award:** The Arbitrator shall within ten (10) days from the conclusion of any hearing issue its award. The award shall include an allocation of fees and costs pursuant to the Binding Arbitration Procedure paragraph herein. Any award providing for deferred payment shall include interest at the rate of ten (10%) percent per annum. The award is to be rendered in accordance with the Contract and the laws of the State of Arizona.
- F. **Scope of Award:** The Arbitrator shall be without authority to award punitive damages, and any such punitive damage award shall be void. The Arbitrator shall also be without authority to issue an award against any individual party in excess of \$500,000, exclusive of interest, arbitration fees, costs, and attorney's fees. If an award is made against any individual party in excess of \$50,000, exclusive of interest, arbitration fees, costs and attorneys' fees, it must be supported by written findings of fact, conclusions of law and statement as to how damages were calculated.
- G. **Jurisdiction:** The Arbitrator shall not be bound for jurisdictional purposes by the amount asserted in any party's claim, but shall conduct a preliminary hearing into the question of jurisdiction upon application of any party at the earliest convenient time, but not later than the commencement of the arbitration hearing.

- H. **Entry of Judgment:** Any party can make application to the Maricopa County Superior Court for confirmation of any award and for entry of judgment on it.
- I. **Severance and Joinder:** To reduce the possibility of inconsistent adjudications, the Arbitrator, may at the request of any party, join and/or sever parties, and/or claims arising under other contracts containing this ADR provision, and the Arbitrator may, on his own authority, join or sever parties and/or claims subject to this ADR process as they deem necessary for a just resolution of the dispute, consistent with the parties' goal of the prompt and efficient resolution of disputes. Nothing herein shall create the right by any party to assert claims against another party not recognized under the substantive law applicable to the dispute. The Arbitrator is not authorized to join to the proceeding parties not in privity with the CITY.
- J. **Appeal:** Any party may appeal errors of law by the Arbitrator if, but only if, the errors arise in an award in excess of \$100,000; the exercise by the Arbitrator of any powers contrary to or inconsistent with the Contract; or any of the grounds provided in A.R.S. 12-1512. Appeals shall be to the Maricopa County Superior Court within fifteen (15) days of entry of the award. The standard of review in such cases shall be that applicable to the consideration of a motion for judgment notwithstanding the verdict, and the Maricopa County Superior Court shall have the authority to confirm, vacate, modify or remand an award appealed under this section.
- K. **Uniform Arbitration Act:** Except as otherwise provided herein, binding arbitration pursued under this provision shall be governed by the Uniform Arbitration Act as enacted in Arizona in A.R.S. 12-1501, et. Seq.
- L. **Fees and Costs:** Each party shall bear its own fees and costs in connection with any informal hearing before the Assistant Management Services Director. All fees and costs associated with any arbitration before the Arbitrator, including without limitation, the Arbitrator's fees, the prevailing party's attorneys' fees, expert witness fees and costs, will be paid by the non-prevailing party, except as provided for herein. The determination of prevailing and non-prevailing parties, and the appropriate allocation of fees and costs, will be included in the award by the Arbitrator.
- M. **Equitable Litigation:** Notwithstanding any other provision of ADR to the contrary, any party may petition the Maricopa County Superior Court for interim equitable relief as necessary to preserve the status quo and prevent immediate and irreparable harm to a party or to ongoing work pending resolution of a dispute pursuant to ADR provided for herein. No court may order any permanent injunctive relief except as may be necessary to enforce an order or award entered by the Arbitrator. The fees and costs incurred in connection with any such equitable proceeding shall be determined and assessed in ADR.
10. **INDEMNIFICATION:** To the fullest extent permitted by law, CONSULTANT shall defend, indemnify and hold harmless the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees individually and collectively; from and against all losses, claims, suits, actions, payments and judgments, demands, expenses, damages, including consequential damages and loss of productivity, attorney's fees, defense costs, or actions of any kind and nature relating to, arising out of, or alleged to have resulted from CONSULTANT'S work or services. CONSULTANT'S duty to defend, hold harmless and indemnify the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees shall arise in connection with any claim or amounts arising or recovered under Worker Compensation Laws, damage, loss or expenses relating to, arising out of or alleged to have resulted from any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of CONSULTANT, anyone directly or indirectly employed by them or anyone for whose acts CONSULTANT may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including the City of Chandler. IT IS THE INTENTION OF THE PARTIES to this contract that the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees, individually and collectively, are to be indemnified against their own negligence unless and except their

negligence is found to be the sole cause of the injury to persons or damages to property. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

11. INSURANCE:

11.1 Insurance Representations and Requirements:

- A. CONSULTANT, at its own expense, shall purchase and maintain insurance of the types and amounts required in this section, with companies possessing a current A.M. Best, Inc. rating of B++6, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to CITY.
- B. Policies written on a "Claims made" basis are not acceptable without written permission from the City's Risk Manager.
- C. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of CITY, constitute a material breach of this Agreement and may result in termination of this contract.
- D. If any of the insurance policies are not renewed prior to expiration, payments to the CONSULTANT may be withheld until these requirements have been met, or at the option of the City, the City may pay the Renewal Premium and withhold such payments from any monies due the CONSULTANT.
- E. All insurance policies, except Workers' Compensation required by this Agreement, and self-insured retention or deductible portions, shall name, to the fullest extent permitted by law for claims arising out of the performance of this contract, the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insureds.
- F. CONSULTANT'S insurance shall be primary insurance over any insurance available to the CITY and as to any claims resulting from this contract, it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.
- G. The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against CITY, its agents, representatives, officers, directors, officials and employees for any claims arising out of CONSULTANT'S acts, errors, mistakes, omissions, work or service.
- H. The insurance policies may provide coverage, which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall be assumed by and be for the account of, and at the sole risk of CONSULTANT. CONSULTANT shall be solely responsible for the deductible and/or self-insured retention. The amounts of any self-insured retentions shall be noted on the Certificate of Insurance. CITY, at its option, may require CONSULTANT to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit. Self-insured retentions (SIR) in excess of \$25,000 will only be accepted with the permission of the Management Services Director/Designee.
- I. All policies and certificates shall contain an endorsement providing that the coverage afforded under such policies shall not be reduced, canceled or allowed to expire until at least thirty (30) days prior written notice has been given to CITY.

- J. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the CONSULTANT with reasonable promptness in accordance with the CONSULTANT'S information and belief.
- K. In the event that claims in excess of the insured amounts provided herein, are filed by reason of any operations under this contract, the amount of excess of such claims, or any portion thereof, may be withheld from payment due or to become due the CONSULTANT until such time as the CONSULTANT shall furnish such additional security covering such claims as may be determined by the CITY.

11.2 Proof of Insurance – Certificates of Insurance

- A. Prior to commencing work or services under this Agreement, CONSULTANT shall furnish to CITY Certificates of Insurance, issued by CONSULTANT'S insurer(s), as evidence that policies providing the required coverage's, conditions and limits required by this Agreement are in full force and effect and obtain from the City's Risk Management Division approval of such Certificates.
- B. If a policy does expire during the life of this Agreement, a renewal certificate must be sent to the City of Chandler five (5) days prior to the expiration date.
- C. All Certificates of Insurance shall identify the policies in effect on behalf of CONSULTANT, their policy period(s), and limits of liability. Each Certificate shall include the job site and project number and title. Coverage shown on the Certificate of Insurance must coincide with the requirements in the text of the contract documents. Information required to be on the certificate of Insurance may be typed on the reverse of the Certificate and countersigned by an authorized representative of the insurance company.
- D. REQUIRED CITY reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. CITY shall not be obligated, however, to review same or to advise CONSULTANT of any deficiencies in such policies and endorsements, and such receipt shall not relieve CONSULTANT from, or be deemed a waiver of CITY'S right to insist on, strict fulfillment of CONSULTANT'S obligations under this Agreement.

11.3 Coverage

- A. Such insurance shall protect CONSULTANT from claims set forth below which may arise out of or result from the operations of CONSULTANT under this Contract and for which CONSULTANT may be legally liable, whether such operations be by the CONSULTANT or by a SUBCONSULTANT by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Coverage under the policy will be at least as broad as Insurance Services Office, Inc., policy form CG00011093 or equivalent thereof, including but not limited to severability of interest and waiver of subrogation clauses.
- B. Claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
- C. Claims for damages because of bodily injury, occupational sickness or disease, or death of the CONSULTANT'S employees;
- D. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the CONSULTANT'S employees;
- E. Claims for damages insured by usual personal injury liability coverage;

- F. Claims for damages, other than to Work itself, because of injury to or destruction of tangible property, including loss of use resulting there from;
- G. Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; Coverage will be at least as broad as Insurance Service Office, Inc., coverage Code "I" "any auto" policy form CA00011293 or equivalent thereof.
- H. Claims for bodily injury or property damage arising out of completed operations;
- I. Claims involving contractual liability insurance applicable to the CONSULTANT'S obligations under the Indemnification Agreement;
- J. Claims for injury or damages in connection with one's professional services;
- K. Claims involving construction projects while they are in progress. Such insurance shall include coverage for loading and off loading hazards. If any hazardous material, as defined by any local, state or federal authorities are to be transported, MCS 90 endorsement shall be included.

11.4 Commercial General Liability - Minimum Coverage Limits.

The Commercial General Liability insurance required herein shall be written for not less than \$500,000 limits of liability. Any combination between general liability and excess general liability alone amounting to a minimum of \$1,000,000 per occurrence (or 10% per occurrence) and an aggregate of \$2,000,000 (or 20% whichever is greater) in coverage will be acceptable. The Commercial General Liability additional insured endorsement shall be as broad as the Insurance Services, Inc's (ISO) Additional Insured, Form B, CG 20101001, and shall include coverage for CONSULTANT'S operations and products, and completed operations.

11.5 Automobile Liability

CONSULTANT shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any owned, hired, and non-owned vehicles assigned to or used in performance of the CONSULTANT'S work. Coverage shall be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof).

11.6 Worker's Compensation and Employer's Liability

CONSULTANT shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over CONSULTANT'S employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease coverage for each employee, and \$1,000,000 disease policy limit.

In case any work is subcontracted, CONSULTANT will require the SUBCONSULTANT to provide Workers' Compensation and Employer's Liability to at least the same extent as required of CONSULTANT.

12. NOTICES: All notices or demands required to be given pursuant to the terms of this Agreement shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

13.

In the case of the CITY
 Contract Administrator: Community Development Coordinator
 Contact: Patrick Tyrell
 Mailing Address: P.O. Box 4008 – MS 418
 Physical Address: 215 E. Buffalo—Community Development Division
 City, State, Zip: Chandler, AZ 85244
 Phone: 480-782-3210
 FAX: 480-782-3228

In the case of the CONSULTANT
 Firm Name: TWI
 Contact: Dr. David Braaten
 Address: PO Box 25433
 City, State, Zip: Tempe, AZ 85285-5433
 Phone: 480-517-1891
 FAX:

Notices shall be deemed received on date delivered, if delivered by hand, and on the delivery date indicated on receipt if delivered by certified or registered mail.

14. CONFLICT OF INTEREST:

- 14.1. **No Kickback.** CONSULTANT warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no member of the City Council or any employee of the CITY has any interest, financially or otherwise, in the firm unless this interest has been declared pursuant to the provisions of A.R.S. Section 38-501. Any such interests were disclosed in CONSULTANT'S proposal to the CITY.
- 14.2. **Kickback Termination.** CITY may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of the CITY is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a CONSULTANT to any other party to the Agreement with respect to the subject matter of the Agreement. The cancellation shall be effective when written notice from CITY is received by all other parties, unless the notice specifies a later time (A.R.S. §38-511).
- 14.3. **No Conflict:** CONSULTANT stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this project.
- 14.4. **Entire Agreement.** This Agreement, including Exhibits A and B attached hereto, constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Agreement may not be modified or amended except by a written document, signed by authorized representatives or each party.
- 14.5. **Arizona Law.** This Agreement shall be governed and interpreted according to the laws of the State of Arizona.
- 14.6. **Assignment:** Services covered by this Agreement shall not be assigned in whole or in part without the prior written consent of the CITY.
- 14.7. **Amendments.** The Contract may be modified only through a written Contract Amendment executed by authorized persons for both parties. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the City in writing or made unilaterally by the

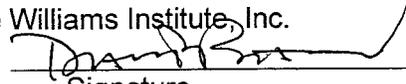
CONSULTANT are violations of the Contract. Any such changes, including unauthorized written Contract Amendments shall be void and without effect, and the CONSULTANT shall not be entitled to any claim under this Contract based on such changes.

- 14.8. **Independent CONTRACTOR.** The CONSULTANT under this Contract is an independent CONSULTANT. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 14.9. **No Parole Evidence.** This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 14.10. **Authority:** Each party hereby warrants and represents that it has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of each has been properly authorized and empowered to enter this Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names to this ~~2007~~
day of ~~October~~ 20~~07~~.

FOR THE CITY OF CHANDLER

FOR THE CONSULTANT
The Williams Institute, Inc.

By: 

Signature

MAYOR

ATTEST:

ATTEST: If Corporation

SEAL

City Clerk


Secretary

Approved as to form:

City Attorney

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14.10. **Authority:** Each party hereby warrants and represents that it has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of each has been properly authorized and empowered to enter this Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names to this [redacted] day of [redacted] 20 [redacted].

FOR THE CITY OF CHANDLER

FOR THE CONSULTANT
The Williams Institute, Inc.

MAYOR

By: [Signature]
Signature

ATTEST:

ATTEST: If Corporation

SEAL

City Clerk

Secretary

Approved as to form:

[Signature]
City Attorney

Exhibit A Scope of Work

1. CITY's General Requirements

- 1.1 CONSULTANT shall collect and examine existing data on the community's demographics, including Census data, data from national, state, county and other reports and sources of information pertaining to the CITY. The CONSULTANT shall also review data concerning local socioeconomic, crime and delinquency, public health, and education issues.
- 1.2 CONSULTANT shall examine the current human services and financial resources available to CITY residents who are low and moderate income, elderly, youth, homeless and other special populations.
- 1.3 CONSULTANT shall review the effectiveness and delivery of the current human services available to determine duplicative services, gaps in services (including populations most impacted), priorities of service and the extent to which adequate funding is received or available to meet the needs.
- 1.4 The finished product and report by CONSULTANT shall address, at a minimum, the following (5) related questions:
 - 1.4.1 What human services are currently available to Chandler residents?
 - 1.4.2 How can the Housing and Human Services Commission allocate resources more effectively to support human service organizations providing services to CITY residents?
 - 1.4.3 How well are services being provided, i.e. what are the strengths, and in what areas are there duplicative or gaps in services?
 - 1.4.4 How, using evaluation results and findings, can the CITY improve the availability and delivery of human services to residents in need?
 - 1.4.5 What are recommended strategies for suggested improvements?

2. CITY's Specific Requirements

- 2.1 CONSULTANT shall collect and review community and population data on the CITY.
- 2.2 CONSULTANT shall collect and review data on the current funding process of the CITY's Community Development Division including sub-recipients funded who currently provide human services to CITY residents.
- 2.3 CONSULTANT shall use methods to receive input from the non-profit community, CITY residents, community leaders, community educators, CITY staff and Housing and Human Service Commission members regarding the human service needs of the CITY.
- 2.4 CONSULTANT shall involve the low to moderate income CITY residents, to the maximum extent possible, including residents who have and some who have not received human services from local social service organizations. Further, ideally the residents involved should represent the demographics of low to moderate income residents – in terms of race/ethnicity.
- 2.5 CONSULTANT shall use methods to conduct a comprehensive review of current service delivery and resources available for CITY residents in need of services to determine gaps in services, duplicative services, and unmet need.
- 2.6 CONSULTANT shall use a variety of assessment methods, such as surveys, focus groups, interviews, and community forums with as much opportunity for direct input (in person) by targeted CITY residents to the extent possible. Emphasis on direct in person input will be considered priority over surveys to the general population.

- 2.7 CONSULTANT shall develop recommended strategies for suggested improvements to better meet the human services needs of CITY residents.
- 2.8 CONSULTANT shall provide priorities of need based on findings and feedback collected during the assessment process.
- 2.9 CONSULTANT shall provide a written report (see 1.4) to CITY staff and Housing and Human Services Commission identifying the current delivery of human services within the CITY, outcomes of data collected and input received from community input regarding unmet needs or gaps in services and recommendations (including priorities) for suggested improvements in the delivery of services. A 'community resource inventory' shall also be included, which indicates resources available to CITY residents through public, private and faith based organizations. The report should also include a description of needs assessment methodology, participants involved, tools utilized (focus groups, surveys, source citations, etc.) and raw data results.

3. Deliverables

- 3.1 At the milestone dates mutually approved by the CITY and CONSULTANT, written draft report(s) will be provided to CITY. After review and comments by the CITY, final written report(s) shall be submitted to CITY. CONSULTANT shall be prepared, at no additional cost to the CITY, to orally discuss and defend any findings and recommendations rendered in the written milestone report(s). At the conclusion of the assessment, CONSULTANT shall provide fourteen (14) written copies of the evaluation to the CONTRACT ADMINISTRATOR. An electronic copy or CD shall also be provided to the CITY.
- 3.2 At the conclusion of the assessment, at a date mutually approved by the CITY and CONSULTANT, the CONSULTANT shall present a Power Point Presentation outlining the results of the assessment to the Housing and Human Services Commission and discuss the completed written report at said meeting.

4. Contractor's Key Personnel and Scope of Work

4.1 Key Personnel -- Research Team

There are four doctorate level researchers allocated to this project who bring a broad range of expertise to the project. Three are project directors for research and the fourth will assist with contacting and identifying key community members to participate in this research process. The project leads are as follows:

- Lisa M. Armijo, Ph.D., I&E Consulting & TWI Consultant
- David Braaten, Ph.D., President and CEO of The Williams Institute
- Monica Breaux, Ph.D. Humanly Possible Consulting & TWI Consultant
- Linda Williams, Ph.D., TWI Research and Educational Design

This team of qualified researchers provides multiple levels of expertise including the following:

Dr. Lisa Armijo has worked in multiple levels of social service work ranging from co-founding a local 501 (c)(3) social service agency to direct client support. The special populations she has worked with include: domestic violence survivors, youth, homeless people, pregnant single mothers, incarcerated individuals, disabled individuals, people in recovery from substance abuse, students, and individuals coping with mental illness. Her specialties include program development and implementation, client needs assessments where analysis and synthesis of data is turned into user-friendly recommendations, and community development (i.e., building public relations and

community collaborations/coalitions). Having worked on various community-based projects, she is a skilled researcher, focus group facilitator and interviewer (see enclosed reports.)

Dr. David Braaten has over nine years of administrative experience overseeing single and multiple programs venues. He has supervised research, collaborated with personnel and managed budgets up of to \$2 million. His managerial experience will enhance the effective use of project financial and personnel resources to maximize the return on Chandler's investment in this human needs assessment. Dr. Braaten has experience in working with clinical mental health services, as well as faith communities working with youth, elderly and low/moderate income families. Dr. Braaten also has research experience in both qualitative and quantitative methodologies. He has published cases researched through interviews, as well as research using multivariate analysis.

Dr. Monica Breaux is a professional social worker with a broad background in teaching, training, and research. She is skilled in the development, provision and evaluation of social services. As a Faculty Associate at Arizona State University, she has taught human behavior and advanced research courses to BSW and MSW students. Her field supervision of student internships is the base of her working knowledge of social service agencies throughout the Valley of Phoenix. She is a strong researcher, educator and advocate. Her masters and Ph.D. in Social Work equip her to analyze complex situations and bring scientific research to bear on solutions in an age of shrinking social services.

Dr. Linda Williams has served the nonprofit community since she and her husband Jim founded The Williams Institute in 1993. In addition, she brings to the project more than 17 years experience in research, program evaluation, needs assessment, research and survey design and consulting services, including statistical analysis utilizing the latest SPSS software. Dr. Williams has provided evaluation services for a wide variety of populations, including the chronically unemployed, individuals experiencing hunger and poverty, women in recovery from substance abuse, youth in prison and at-risk students. Her B.S. and M.S. in business coupled with her Ph.D. in ethics and public policy and her familiarity with the Chandler community provide an ideal combination of research skills to support a community needs assessment.

4.2 Project Description

After carefully considering the most effective project that will engage all necessary participants and produce the highest caliber of work product, the following methodology is proposed in order of approach. This project is not only data gathering and analysis but through its methodology also provides community building for the City of Chandler:

4.2.1 Analysis of Existing Data:

Published City of Chandler Data will first be reviewed to identify demographic trends and population variables. These materials will be used to craft the most viable research tools (e.g., surveys, focus group questions, community forum/neighborhood topics) to set the foundation for the capturing of valid data and to create a foundation for understanding the needs of the City of Chandler population.

4.2.2 Evaluation of Current Social Service Resources

To add further credibility to this process, current Chandler social service resources will be evaluated. This review of information will later be used to provide Chandler personnel with a Community Resource Inventory. At this interim stage, the evaluation of resources and social service providers will assist the research team in identifying key individuals from the social service arena to provide additional input.

4.2.3 Evaluation and Analysis of Financial Resources, Including Sub-Recipients

As requested in the RFP, financial resources for Chandler social services will be analyzed and reported. This information will help benefit city personnel to evaluate where funds can best be allocated, based on project findings and the population trends and needs. This review will also assist in identifying key leaders and funding recipients to provide input for this project.

4.2.4 Creation of Tools for Data Gathering and Participant Protection

Care will be taken to provide the most detailed, creative and comprehensive tools for gathering information. These materials (e.g., confidentiality agreements and protection of participation rights, survey instruments, carefully crafted focus group questions, etc.) will be crafted following identified human subjects guidelines to protect participants whenever individuals are involved in needs assessment processes such as this.

4.2.5 Diversity/Addressing Language Barriers

The TWI team will ensure that every effort is made to include and encourage participation from individuals speaking languages other than English. To this end, any instrument used (e.g., surveys, focus group questions, confidentiality agreement, etc.) will be translated into necessary languages and bi-lingual translators will be present as needed for information gathering sessions. As needed, translators will also be utilized to provide verbal translation of the highlighted findings of the final, English written report (e.g., during instances where report findings are discussed in public venues with bi-lingual speaking individuals.) For any translation needs that go above and beyond this, TWI is willing to work with Chandler personnel for cost effective solutions.

4.2.6 Research and Community Information Gathering

Four primary research methods will be earmarked to gather research data and community input for this project: 1) Focus Groups, 2) Interviews, 3) Surveys, and 4) Dialogue Groups.

1) Focus Group Research

Focus group research is the primary chosen methodology for this project due to its suitability for gathering comprehensive information and data from a range of diverse individuals in the most efficient manner. Based on the importance of involving key participants and the level significant of information garnered from each focus group, eight to twelve focus groups will be conducted. Each group, each ideally consisting of 10-12 individuals, will be created out of specifically defined venues. As stipulated by the RFP, these venues will include: Chandler Non-Profit Coalition, Neighborhood Meetings, City Meetings with potential council members and/or city safety personnel (e.g., fire, police, etc.) At larger group meetings, like individuals (e.g., policemen, city staff, single parents) will be grouped together in focus groups so that all individuals will have the chance to participate and so that project team members can gather concrete, viable information. Each session will last approximately 1.5 hours. These groups will elicit a range of views and relevant analytical perspectives within a group context. These groups will be particularly useful in exploring the degree of consensus on human services needs within the City of Chandler and in giving individuals the opportunity to become involved in the decision making process and to work collaboratively. Specific focus group meetings and/or forums may be called to reach all necessary participants.

2) Interviews

Two to three key interviews with community stakeholders and two to three interviews with service recipients will be conducted to lend depth to the report. This information will be used as corroborative data or another way to look at statistical data to test it and determine if what the focus groups contributed makes sense to the community.

Additional interviews will be conducted on an as needed basis, depending on challenges arising from gathering input from all necessary individuals. For example, interviews may be reserved for “hard to reach” populations to solicit their input if needed, (e.g., the elderly person who has difficulty traveling to a focus group session or a parent who cannot attend due to work conflicts), or for the busy professionals (e.g., the key community leader who can only provide input during their lunch hour). Interviewees will be selected based on recommendations from Chandler personnel as well as pertinent individuals that may emerge within focus groups or community forums.

3) Surveys

As a noted preference in the Chandler RFP, surveys will be conducted only in face-to-face formats. That is, all “in person” focus group participants will complete the survey instrument with an estimate of 100 surveys completed for statistical reliability. The survey will provide a point of comparison and support for focus group data. Also, each survey will include a section for collecting demographic data.

4) Dialogue Groups

One to two dialogue groups will be conducted to present the findings and, in research terms, “member check” with key community members and participants who access services to help ensure additional credibility of the findings. Within these dialogue groups, specific (not all) findings and recommendations will be provided regarding topics such as “Could this recommendation be easily implemented to enhance the effectiveness of the CNC?” or “Would this service recommendation be easily accessible and utilized with elderly people?” Input will then be utilized to reframe and edit report recommendations.

These dialogue groups also lend themselves to a Participatory Action Research Framework, which stipulates that the best research and reporting results come from eliciting targeted community input that can be realistically implemented and utilized. On an as needed basis, we might opt to run one to two dialogue groups during the data gathering (in place of a focus group) to provide input when it makes more sense for synergy and ideas to emerge from a larger group of individuals rather than breaking them into smaller focus groups. In this scenario, targeted questions would be devised for qualitative open session feedback, quantitative surveys would be collected, and group responses would later be systematically coded.

5. Identifying and Inviting Key Individuals for Project Participation

The insightful development of whose voice should be included in this project is critical for success. Based on past experience of this research team, identifying, organizing, and scheduling participants requires careful planning. Getting busy people to group gatherings can be difficult, and setting up appropriate venues with adequate facilities and the right people often requires a significant amount of time. The results of this reporting are only as valuable as the appropriate mix of the people involved. If participants are too heterogeneous, the differences between participants can make a considerable impact on their contributions, and if a group is too homogeneous, diverse opinions and experiences may not be revealed.

Therefore, one person – Dr. Monica Breaux – will be a dedicated point person assigned to help identify and schedule participants for all project pieces. Special attention will be devoted to providing

a sample of participants that is culturally, demographically and geographically appropriate. City personnel input will be welcomed during this process. Moreover, as previously found in similar research conducted, incentives for participants attending groups will help to ensure participation of necessary representatives of at-risk populations. Therefore, a \$20 grocery store voucher will be provided to at-risk participants, and refreshments will be provided at meetings for agency staff and other key personnel.

To recruit interviewees and focus group members, TWI team members will work with Chandler personnel to ensure the inclusion of all necessary players. As stated in the RFP public meeting and RFP document, participation will be elicited from the following individuals: 1) City of Chandler officials and community leaders, 2) Members of the Chandler Non-Profit Coalition, 3) Social service administrators and representatives, 4) City and state government officials responsible for human services, 5) Police, fire and other city safety staff, and importantly, 6) Human services recipients and 7) Potential at-risk recipients not yet receiving services.

Dialogue members will be identified, with input from Chandler personnel if needed, from interviews and focus groups. Any participant is welcome to attend the dialogue group, however TWI team members will recruit a diverse mix of individuals who have the capacity to provide depth and understanding to results (e.g., the neighborhood leader who is familiar with his or her community, a community member whose articulate comments stood out within a focus group, the single mother who provided innovative ideas during an interview and who truly wants to connect her children with resources, etc.) Moreover, the TWI team will ask frontline agency workers for their client recommendations about who should be involved in this process. Finally, to target individuals who have not yet been linked with services, flyers (noting the \$20 incentive) will be created to be handed out and/or posted in public places such as public libraries, grocery stores, pharmacies, Laundromats, and at neighborhood meetings. We may also opt to place an ad in local Chandler periodicals.

6. Community Resource Inventory

As requested, a Community Resource Inventory will be devised to act as a social service resource guide that can be utilized by both agency personnel and those in need. This inventory will include agency contact information, hours of operation, and specific services that can be accessed for each particular population. During the focus groups, we will include a question inquiring about what additional information and format would be most helpful to make this inventory as user-friendly as possible.

7. CNC Special Consideration and Recommendations

As stipulated in the RFP addendum, special consideration will be given to increase the effectiveness of the Chandler Non-Profit Coalition. Specifically, CNC meeting(s) will be attended to review collaborative efforts, all coalition members will be invited to provide input for this project, and targeted questions during focus groups and/or CNC/community group meetings will be asked to specifically address the workings of this group with an eye toward providing viable recommendations within the final report. The findings of this report will also be shared with this committee in a manner deemed most effective by participating parties.

8. Coding of Results

All community and focus group sessions will be tape recorded. Led by Dr. Linda Williams, all focus group, interview, and dialogue group tapes will be painstakingly reviewed, coded and analyzed utilizing the latest version of SPSS software for statistical analysis, analytical categorizing and

qualitative coding techniques. The data coding categories and statistical numbers analyzed will be provided within the report, and the analysis will be presented in an accessible and useful report format authored by Dr. Williams.

9. Synthesis, Writing and Recommendations

Dr. Braaten will be instrumental in synthesizing the findings of the team into a “big picture” synopsis that relays the results from each individual component into a comprehensive overview. Recommendations for programmatic prioritization, funding emphasis and strategies will be presented to the Commission. All team members will contribute their own deliverables to the report, provide recommendations for the final reporting outcome and offer expert recommendations for the portion of the report for which they are responsible. Dr. Braaten will be called upon as a facilitator to meet with community members, run focus groups at opportune times, and attend a dialogue group(s) so that he also can incorporate the flavor of the community needs in the synthesis.

The report will encompass all the above stated components (as also listed in the timeline of deliverables) including: 1) Research results with raw data, 2) Strengths, needs and barriers, 3) Service duplication, 4) Gaps in service with populations impacted, 5) Priorities of service, 6) Funding Recommendations, 7) CNC Recommendations, 8) Community Resource Inventory. Whenever possible, data will be represented in graphs and other user friendly formats.

10. Report Deliverance and Presentations

As requested, a draft report will be delivered to City Personnel on November 1st as proposed by this team. After considering personnel feedback, a final report will be provided – including electronic and paper copies requested – in time for the HHS commission meeting. PowerPoint presentations will then be prepared and presented at the stipulated HHS Meeting and City Council meetings in November and December, respectively.

As team members, we believe that this proactive approach to social service research and community building will glean the most comprehensive, user-friendly recommendations that can be put into place by City of Chandler and social service agency personnel. Portions of this work (such as the Community Resource Inventory) can also be directly utilized by human service recipients. For continued consultant hours needed beyond project completion and December’s presentation, TWI consultants are available at the rate of \$100/hour.

Completing this process as workers of a non-profit organization, the TWI team recognizes the importance of work that is useful for the community it serves. To this end, charts and graphs will illustrate findings. In fact, the latest SPSS system we are using to analyze results has a variety of chart and graph functions to provide us with the right visuals to describe the results. The TWI team will carefully explore which charts are most effective to utilize whether it be descriptors such as 1) categorical charts/bar, pie or line charts, 2) density or dot charts, or 3) charts displaying seasonal and non-seasonal differences.

Aside from illustrators, all aspects of the report from the funding review to the Community Resource Inventory will be completed in a concise, understandable and useable format. Recommendations will only include items that can feasibly be implemented over the next five years. As requested, to further assist the users of the final document a 2-3 page Executive Summary providing results and recommendations will be included in the final written report. Additionally, TWI team members are willing to consider feedback regarding what can be done to make the final format user-friendly. Finally, we also recognize the importance of verbal, public presentations. Chandler personnel can expect an articulate presentation of results from pointed team members who are experienced with public speaking and presentation of findings.

**Exhibit B
Pricing and Project Schedule**

Time line with Deliverables

The following chart details a timeline of deliverables, the scope of work parsed out by each team member responsible, and the various work products that will be incorporated in the delivery of the project report:

**City of Chandler Human Needs Assessment
Project Time line with Deliverables and Payment Schedule**

	Task	Team Member	Completion Date	Payment Schedule
	Evaluate, Analyze, and Provide Reader Friendly Data Findings		(2007 Calendar Year)	25% of funds distributed at grant award
1	Census Data	Dr. Williams	August 20	
2	National/State/County Reports	Dr. Williams	August 20	
3	Socioeconomic Data	Dr. Williams	August 20	
4	Crime and Delinquency Data	Dr. Williams	August 20	
5	Public Health Data	Dr. Williams	August 20	
6	Educational Data	Dr. Williams	August 20	
	Evaluate Current Human Resources			
7	Low/Moderate Income	Dr. Armijo	August 27	
8	Elderly	Dr. Armijo	August 27	
9	Youth	Dr. Armijo	August 27	
10	Homeless	Dr. Armijo	August 27	
11	Coordinate with Dr. Breaux for inviting necessary participants	Dr. Armijo, Dr. Breaux	August 27	
	Evaluate and Analyze Current Financial Resources, Including Sub-Recipients			
11	Low/Moderate Income	Dr. Braaten	September 20	
12	Elderly	Dr. Braaten	September 20	
13	Youth	Dr. Braaten	September 20	
14	Homeless	Dr. Braaten	September 20	
	Invite & Identify Key Community Members to Provide Input at Said Venues			
15	Residents	Dr. Breaux	September 4	
16	Community Leaders	Dr. Breaux	September 4	
17	Planning Leaders and other City Staff	Dr. Breaux	September 4	
18	Housing and Human Service Commission Members	Dr. Breaux	September 4	
19	Fire, Police, and other important personnel	Dr. Breaux	September 4	
	Identify and Invite Low to Moderate Income at Said Venues			
20	Residents receiving services	Dr. Breaux	September 11	
21	Residents who have not received	Dr. Breaux	September 11	

	services		
	Create Research Tools for Gathering Data		
22	Focus Group Questions	Dr. Williams, Dr. Armijo	August 25
23	Survey (For Face-to-Face Interactions)	Dr. Williams, Dr. Armijo	August 25
24	Interview Questionnaire	Dr. Williams, Dr. Armijo	August 25
25	Neighborhood Session Materials, as needed	Dr. Armijo	August 25
26	Translate all research tools into Spanish & other languages as needed	Mr. Zorita	September 10
27	Dialogue Group Materials	Dr. Armijo, with input	November 18
	Conduct Research Gathering		
28	Focus Groups at: Chandler Non-Profit Coalition (CNC) meetings, Neighborhood Community Meetings, Devised Community Meetings	Dr. Armijo, Dr. Braaten (as needed for larger gatherings)	October 4
29	Surveys at All Face-to-Face Interactions	Dr. Armijo	October 4
30	Interviews for Hard to Reach Participants (if applicable)	Dr. Armijo	October 15
31	Meet with/Obtain Information about gatherings of the (CNC)	Dr. Armijo	November 2
32	Document CNC Info. for Recommendations	Dr. Armijo	October 30
33	Dialogue Group Sessions	Dr. Armijo, Dr. Braaten	November 20
	Analyze and Provide Raw Research Results		
34	Focus Groups	Dr. Williams	October 15
35	Surveys	Dr. Williams	October 15
36	Dialogue Groups	Dr. Braaten & Williams	November 28
37	Interviews	Dr. Williams	October 22
	Provide Community Resource Inventory		
38	Public Organizations (Draft)	Dr. Armijo	November 14
39	Private Organizations (Draft)	Dr. Armijo	November 14
40	Faith Based Organizations (Draft)	Dr. Armijo	November 14
	Provide DRAFT of Written Evaluation Results For Human Service and Financial Analysis		
41	Strategic Planning/Brainstorm/Communication session for providing Draft Report Results	Team	October 20
42	Create Synthesis of Information and Writing to Lend Itself to Report Recommendations	Dr. Braaten	November 5

43	Team Edits Due	Drs. Braaten, Williams & Armijo	November 10	
44	Prepare Power Point Presentation of Draft Results	Dr. Braaten, with Team Input	November 13	
45	Conduct Power Point Presentation for HHS Council	Team	November 14	50% of funds distributed
	FINAL Written Evaluation Results For Human Service and Financial Analysis to Include, But Not Limited To:			
46	Strategic Planning/Brainstorm/Communication session for providing Final Report Results	Team	November 16	
47	Research Results with Raw Data	Dr. Williams	December 12	
48	Strengths	Dr. Braaten	December 12	
49	Service Duplication	Dr. Braaten	December 12	
50	Gaps in Service with Populations Impacted	Dr. Braaten	December 12	
51	Priorities of Service (To Include Housing, Wages, Transportation, and Health Care Among others)	Dr. Braaten	December 12	
52	Funding Recommendations	Dr. Braaten	December 12	
53	Executive Summary	Dr. Braaten	December 12	
54	Provide Recommendations to the CNC to Increase Effectiveness	Dr. Armijo	TBD at a scheduled CNC meeting by December 1	
	Final Results Distribution			
55	14 Written Copies Provided	Dr. Braaten	December 14	
56	Electronic CD	Dr. Braaten	December 14	
57	Provide Written Documentation of Reference Materials/Data to Agreed Upon Human Service Providers	Dr. Braaten	December 14	
	Prepare and Conduct Power Point Presentations			
58	HHS Commission	Team	November 14	
59	City Council	Team	December 14	25% of funds distributed

Project Costs

TWI offers to perform the efforts described above in fulfillment of the requirements set forth in the City of Chandler Request for Quotes to conduct a Human Services Community Needs Assessment for the Total Project Cost of \$69,079.10. A breakdown of project costs follows:

Project Staff

Position	Name	Tasks	Level of Effort	Cost
Project Director for Data Gathering, Community Partners, and Recommendations	Lisa M. Armijo, Ph.D.	Evaluation of Current Human Resources, Assist with Identifying Participants, Assist with Development of Research Tools, Conduct Research Gatherings Including Focus Groups, Interviews, and Dialogue Groups, CNC Recommendations, Community Resource Inventory, Presentation Preparation	52% FTE, 360 hours	\$34,779
Project Director for Financial Recommendations and Writing Synthesis	David Braaten, Ph.D.	Financial Recommendations, Facilitator for Focus Group and Dialogue Groups as Needed, Primary Writer and Synthesizer of Information	22% FTE, 150 hours	\$14,492
Project Director for Surveys, Data Coding and Writing	Linda Williams, Ph.D.	Research Tool Development, Data Analysis and Reporting, Existing Data Analysis, Assisting with Writing	16% FTE, 110 hours	\$10,629
Community Liaison and Scheduler	Monica Breaux, Ph.D.	Identifying and Scheduling Key Participants; Securing Site and Site Set-up; Ordering Incentives & Refreshments; Distribution of Flyers, Note taking at focus group sessions as needed	140 hrs. @ \$18/hr.	\$2,520

Translator for Bi-Lingual/ Multi-Lingual Needs	Mr. Millan Zorita (Spanish Translator experienced in Spain & the U.S.) & Translators from Catholic Charities for other translation needs	Translate materials (e.g., 1) Flyers soliciting participation, 2) Survey Instrument, 3) Focus Group Questions, 4) Confidentiality Agreement, 5) Consent to Participate Form, 6) Interview Questions; Facilitate bi-lingual sessions	60 hrs. @ \$35/hr.	\$2100
			TOTAL	\$64,520

Other Project Expenses

Purpose of Travel	Item	Rate	Cost
Focus Groups, Community Forums, Neighborhood Meetings, Interviews, CNC Coalition Gatherings, and Chandler Presentations as Needed	Mileage	2,060 miles@.485/mile	\$999.10
Incentives for At-risk Participants @ \$20/participant			960
Food for Data Gathering Meetings Without Incentives			1000
Copying and Printing			650
Office/Data Gathering Supplies (e.g., tape recorders, flip charts, etc.)			950
		TOTAL	\$4559.10