
THE VILLAGE OF TINLEY PARK
Cook County, Illinois
Will County, Illinois

RESOLUTION
NO. 2019-R-030

**A RESOLUTION APPROVING AN AGREEMENT WITH NATIONAL RESEARCH COUNCIL
TO DO A CITIZEN SURVEY**

JACOB C. VANDENBERG, PRESIDENT
KRISTIN A. THIRION, VILLAGE CLERK

MICHAEL J. PANNITTO
BRIAN H. YOUNKER
CYNTHIA A. BERG
WILLIAM P. BRADY
MICHAEL W. GLOTZ
JOHN A. CURRAN
Board of Trustees

RESOLUTION NO. 2019-R-030

A RESOLUTION APPROVING AN AGREEMENT WITH NATIONAL RESEARCH COUNCIL
TO DO A CITIZEN SURVEY

WHEREAS, the Village of Tinley Park, Cook and Will Counties, Illinois, is a Home Rule Unit pursuant to the Illinois Constitution of 1970; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into a Contract with the NATIONAL RESEARCH COUNCIL, a true and correct copy of such AGREEMENT being attached hereto and made a part hereof as EXHIBIT 1; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interests of said Village of Tinley Park that said Contract be entered into by the Village of Tinley Park;

NOW, THEREFORE, Be It Resolved by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, as follows:

Section 1: The Preambles hereto are hereby made a part of, and operative provisions of, this Resolution as fully as if completely repeated at length herein.

Section 2: That this President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interests of the Village of Tinley Park and its residents that the aforesaid "Contract" be entered into and executed by said Village of Tinley Park, with said Contract to be substantially in the form attached hereto and made a part hereof as EXHIBIT 1, subject to review and revision as to form by the Village Attorney.

Section 3: That the President and Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois are hereby authorized to execute for and on behalf of said Village of Tinley Park the aforesaid AGREEMENT.

Section 4: That this Resolution shall take effect from and after its adoption and approval.

ADOPTED this 16TH day of April, 2019, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

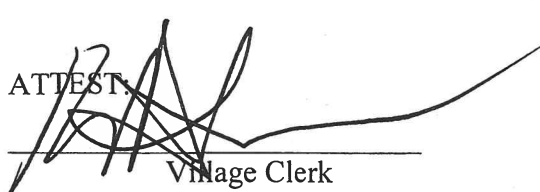
AYES: Pannitto, Berg, Brady, Curran

NAYS: None

ABSENT: Younker, Glotz

APPROVED this 16th day of April, 2019, by the President of the Village of Tinley Park.

ATTEST


Village Clerk


Village President

EXHIBIT 1

AN AGREEMENT WITH NATIONAL RESEARCH COUNCIL TO DO A CITIZEN SURVEY

STATE OF ILLINOIS)
COUNTY OF COOK) SS
COUNTY OF WILL)

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2019-R-030, “**A RESOLUTION APPROVING AN AGREEMENT WITH NATIONAL RESEARCH COUNCIL TO DO A CITIZEN SURVEYm**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on April 16, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 16th day of April, 2019.



KRISTIN ANTHIRION, VILLAGE CLERK

AGREEMENT BETWEEN NATIONAL RESEARCH CENTER, INC. AND THE VILLAGE OF
TINLEY PARK

THIS AGREEMENT, made and entered into this 17th day of April, 2019 by and between the Village of Tinley Park, hereinafter referred to as "The Client", and National Research Center, Inc., hereinafter referred to as "Consultant," WITNESSETH:

WHEREAS, the Client plans to undertake a survey of residents in Tinley Park and;

WHEREAS, the Client desires to retain the services of the Consultant to conduct the project relative thereto and the planning and designing thereof as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. The Client hereby retains the Consultant for the project, to perform the services on the terms and conditions specified herein and the Consultant agrees so to serve. The parties agree that the Consultant shall be an independent contractor and shall not be an employee of the Client. The Consultant, as an independent contractor, is not entitled to workers' compensation benefits and unemployment insurance benefits, and the Consultant is obligated to pay federal and state income tax on any moneys earned pursuant to the contract relationship.
2. The budget and work plan are attached hereto as Exhibit A and made a part of this Agreement. Consultant agrees to perform the work described in Exhibit A in compliance with all provisions of this Agreement. Consultant represents that it has the requisite authority and capacity to perform all terms and conditions on Consultant's part to be performed hereunder.

Consultant adjusts its rates in response to the cost of doing business. On an annual basis, the rates for staff time are evaluated. Other rates, including postage, are increased by Consultant as soon as they are increased by the vendor/supplier. Should a postage increase by the United States Postal Service occur during the project at such a point that project mailings are affected; the cost increase will be passed through directly to the Client. The budget in Exhibit A presumes that the project activities will be completed within 180 days of the date this contract is signed. The Client will be notified immediately of any potential cost increase due to work that threatens to extend past that timeframe.

3. The work will begin and be completed in accordance with Exhibit A.
4. The Client agrees to pay Consultant for services rendered pursuant to this Agreement the sums set forth in the manner set forth as follows, as adjusted to reflect the omission or addition of any of the tasks set forth therein. One initial payment shall be made upon signing of the Agreement. Further payments shall be made upon billing by the Consultant, which billing shall occur not more frequently than twice per month, and which shall identify the tasks performed for each invoice. Payment will be made to the Consultant within 30 calendar days.

5. The Client reserves the right to monitor and evaluate the progress and performance of the Consultant to ensure that the terms of this Agreement are being satisfactorily met in accordance with the Client monitoring and evaluating criteria and standards. Consultant shall cooperate with the Client relating to such monitoring and evaluation.

6. Insurance Requirements

(a) Comprehensive General Liability, The Consultant shall procure and keep in force during the duration of this contract a policy of Comprehensive General Liability insurance insuring the Consultant against any liability for personal injury, bodily injury, or death arising out of the performance of services hereunder and against liability for property damage with a combined single limit of at least \$1,000,000 each occurrence and \$2,000,000 aggregate

(b) Comprehensive Automobile Liability, The Consultant shall procure and keep in force during the duration of this contract a policy of Comprehensive Automobile Liability insurance insuring the Consultant against any liability for personal injury, bodily injury, or death arising from the use of motor vehicles and shall cover operations on or off the site of all vehicles controlled by the Consultant whether they are owned, non-owned, or hired with a combined single limit of at least \$1,000,000.

Policies described in (a) and (b) above shall be for the mutual and joint benefit and protection of the Consultant and the Client.

(c) Other Insurance, The Consultant shall procure and keep in force during the term of the Agreement Worker's Compensation and such other insurance as may be required by any law, ordinance or governmental regulation.

(d) Prior to commencement of work, the Consultant shall furnish to the Client certificates of insurance policies evidencing the required coverages if the Client so desires.

The Client reserves the right to approve variations in the above requirements upon request of Consultant if, in the Client's opinion, such variations do not substantially affect the Client's interests.

7. Indemnification. The Client hereby covenants and agrees to indemnify, defend, save, and hold the Consultant harmless from any and all liability, loss, costs, charges, obligations, expenses, attorneys' fees, litigation, judgments, damages, claims and demands of any kind whatsoever in connection with, arising out of Client's negligence or any material violation of the Agreement or of any law, ordinance or regulation by the Client, its agents, employees, servants, subcontractors, business invitees; or by reason of any injury or damage caused by the Client's negligence occurring to any person or persons whomever (including the Client, its agents, employees, servants, subcontractors or business invitees) or to property of any kind whatsoever and to whomever belonging (including the Client, its agents, employees, servants, subcontractor or business invitees).

8. Ownership of Materials. As a Client of National Research Center, Inc. ("NRC") using the NCS, NBS, CASOA or NES (the "Survey Instruments"), the Client recognizes that on all Materials and Survey Instruments, as defined herein, created by NRC prior to and after execution of these Terms of Use ("Terms of Use") and used by the Client during the course of the project, NRC retains all rights of authorship and ownership of copyright. Client also acknowledges that NRC owns all data collected in connection with administration of any of NRC's Survey Instruments ("Survey Data").

Definitions. In these Terms of Use, "Materials" means and includes: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. "Survey Data" means and includes: any and all data collected in connection with administration of any of NRC's Survey Instruments.

License to Survey Instruments and Materials. Survey enrollment and payment includes a one-time license to use the Survey Instruments and Materials for a period of one (1) year following administration of the Survey Instrument. If Client seeks to renew its agreement with NRC, Client may re-enroll and submit payment for future use of the Survey Instruments and Materials. Once the limited license has expired, no part of the Survey Instruments and Materials may be reproduced, distributed, or transmitted in any form or by any means, including photocopying, recording, or other electronic or mechanical methods, without the prior written permission of NRC, except where permitted by Fair Use, as defined in the Copyright Act, 17 U.S.C. § 107 or otherwise required by law. Notwithstanding the foregoing, Client's right to use its own summaries and reports of the Survey Data does not expire.

License to Survey Data. Client acknowledges that in exchange for valuable consideration, NRC owns exclusive rights in all Survey Data. NRC grants Client a license to use and report Survey Data. The license to use and report Survey Data does not expire. Client's license to use and report Survey Data does not include the right for Client or any third party to use Survey Data for direct or indirect current or potential financial gain. As part of any publication or posting of Survey Data, except for internal use, Client must include the following statement acknowledging that NRC is the owner of the compilation of Survey Data and that Survey Data may not be used by any third party for financial gain:

"This compilation of survey data is owned by National Research Center, Inc. It may not be reproduced or retransmitted in any form without the expressed written consent of National Research Center, Inc. Requests for permission to reproduce or transmit this data should be mailed to Managing Director, NRC, 2955 Valmont Road, Suite 300, Boulder, Colorado 80301."

9. This Agreement may be terminated by either party upon five (5) days written notice. In the event of termination by the Client, the Client shall be liable to pay to Consultant fees for services and expenses incurred to date of termination.

10. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto, their successors and assigns.
11. Arbitration. All disputes and controversies of every kind and nature between the parties to this Agreement arising out of or in connection with this Agreement shall be submitted to arbitration pursuant to the following procedure:
 - a. Either party desiring arbitration shall submit such demand in writing, which demand shall include the name of the arbitrator appointed by the party demanding arbitration, together with a statement of the matter in controversy.
 - b. Within fifteen (15) days after such demand, the other party shall name an arbitrator, or in default of such naming, such arbitrator shall be named by the Arbitration Committee of the American Arbitration Association, and the two arbitrators so selected shall name a third arbitrator within fifteen (15) days, or in lieu of such agreement on a third arbitrator by the two arbitrators so appointed, a third arbitrator shall be appointed by the Arbitration Committee of the American Arbitration Association.
 - c. The arbitrators may award to the successful party in the arbitration a reasonable sum for the successful party's attorney's fees, together with the costs of the arbitration.
 - d. The arbitration hearing shall be held at the offices of NRC, 2955 Valmont Road, Suite 300, Boulder, CO, on thirty (30) days' notice to the parties.
 - e. The arbitration rules and procedures of the American Arbitration Association shall be utilized in the arbitration hearing and the law of the evidence of the State of Colorado shall govern the presentation of evidence of such hearing.
 - f. An award rendered by a majority of the arbitrators appointed under and pursuant to this Agreement shall be final and binding on all parties to the proceeding during the period of this Agreement, and judgment on such award may be entered by either party in the highest court, state or federal, having jurisdiction.

IN WITNESS WHEREOF, the parties hereby enter into this Agreement as of the date first set forth above.

By: 

Print: Jacob C. Vandenberg

Title: Village President

(State of Illinois)

(Counties of Cook and Will)

NATIONAL RESEARCH CENTER, INC

By: 

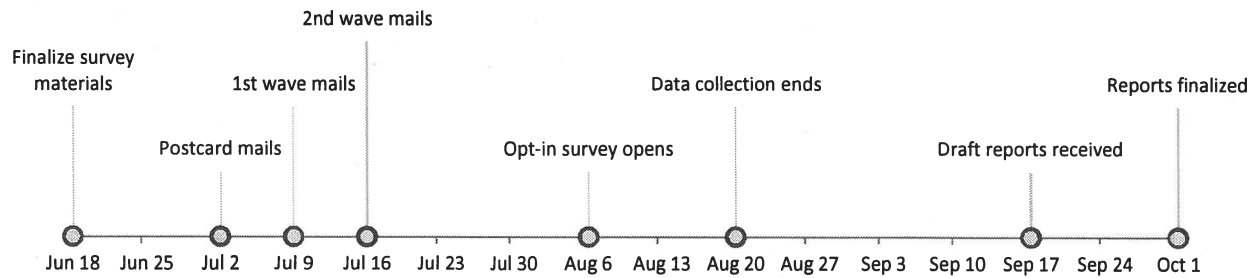
Print: Damema Mann

Title: Senior Associate

(State of Colorado)

(County of Boulder)

Timeline for The National Citizen Survey™



Item	Date
Preparing for the Survey	
⊙ The NCS survey process is initiated upon receipt of your first payment and signed Terms of Use	May 14
← NRC emails you information to customize The NCS	May 14
→ Due to NRC: Selection of add-on options	May 28
→ Due to NRC: Drafts of the optional custom questions to be included in the survey	May 28
→ Due to NRC: Zip code information and GIS boundary data	Jun 4
→ Due to NRC: Additional payment for add-on options	Jun 4
⊙ NRC finalizes the survey instrument and mailing materials and sends .pdf samples for your records	Jun 18
⊙ NRC generates the sample of households in your community	Jun 4 to Jun 18
⊙ NRC prints materials and prepares mailings	Jun 25
→ Due to NRC: Selection of custom benchmark profile(s) (if custom benchmark add-on selected)	Jun 25
Conducting the survey	
⊙ Survey materials are mailed	Jul 2 to Jul 16
⊙ Prenotification postcards sent	Jul 2
⊙ 1st wave of surveys sent	Jul 9
⊙ 2nd wave of surveys sent	Jul 16
→ Opt-in web survey link posted on your website (source link provided to you by NRC)	Aug 6
⊙ Data collection: surveys received and processed for your community	Jul 9 to Aug 20
During this time, you will receive postcards that were undeliverable due to bad addresses, or vacant housing units. This is normal. Please count all the postcards, as we will subtract the number of returned postcards from the total number mailed to estimate the number of "eligible" households in calculating the final response rate.	
→ Due to NRC: Final count of returned postcards	Aug 20
⊙ Survey analysis and report writing	Aug 20 to Sep 17
During this time, NRC will process the surveys, perform the data analysis, and produce a draft report for your community. The report of results will contain a description of the methodology, information on understanding the results, and graphs and tables of your results, as well as a description of NRC's database of normative data from across the U.S. and actual comparisons to your results, where appropriate.	
← NRC emails draft report (in PDF format) to you along with invoice for balance due on The NCS Basic Service and any additional add-on options	Sep 17
→ Due to NRC: community feedback on the draft report (most final reports are identical to the draft reports, except being labeled as final instead of draft)	Sep 24
← NRC emails final report to you	Oct 1

Legend

←Indicates when items from NRC are due to you →Indicates when items from you are due to NRC ⊙Indicates information items