

CONSULTING AGREEMENT

THIS AGREEMENT is made this 12 day of April, 2012, by **JACKSON COUNTY, MISSOURI**, hereinafter referred to as "the County," and the **ETC INSTITUTE**, 725 W. Frontier Circle, Olathe, Kansas 66061, hereinafter referred to as "Institute."

WITNESSETH:

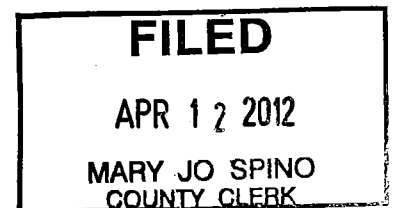
WHEREAS, by Ordinance 4386, dated January 9, 2012, the County accepted grant funds received from the Mid-America Regional Council Solid Waste Management District to be used to conduct a survey of citizens living in certain areas of Jackson County to gauge the interest and need for a yard waste facility to serve those areas; and,

WHEREAS, the County solicited proposals to perform these services under Request for Proposal 27-12, and by Resolution 17861, dated March 19, 2012, the County Legislature did award a contract to Institute for the purpose of conducting a yard waste survey in Jackson County; and,

WHEREAS, the Institute has the experience and expertise to perform such a survey; and,

WHEREAS, the Institute and the County have agreed to be bound by the provisions of this Agreement,

NOW THEREFORE, in consideration of the foregoing and the terms and provisions herein contained, County and Institute respectively agree with each other as follows:



1. Consulting Services. Institute shall fulfill its contractual obligations by performing a yard waste/recycling survey of certain citizen living in Jackson County, as set forth in the excerpt of Institute's response to RFP No. 27-12, attached hereto as Exhibit A and incorporated herein by reference.

2. Payment. The County shall pay Institute for its services rendered under this Agreement in an amount not to exceed \$15,000.00 upon receipt of Institute's invoice. Institute shall submit invoices for each project phase, as are listed on the cost proposal document attached as Exhibit B. The County shall pay such invoices in a timely manner.

3. Expenses. Institute shall pay all of its own expenses incurred in connection with its performance of this Agreement.

4. Duration and Termination. This Agreement shall be effective March 19, 2012, and continue through December 31, 2012, unless sooner terminated. The Institute or the County may terminate this Agreement by giving written notice to the other party, at least ten (10) days in advance of termination. The County shall be obligated to pay Institute for all services rendered by Institute under this Agreement up to and including the date of termination. Termination of this Agreement shall not constitute a waiver of the rights or obligations which County or Institute may be entitled to receive or be obligated to perform under this Agreement. Upon termination of this Agreement, the Institute will have no further obligations to the County under this Agreement.

5. Independent Contractor. The Institute shall work as an independent

contractor and not as an employee of the County. Based upon its expertise and knowledge, Institute shall be subject to the direction of the County only as to the type of services to be rendered and not as to the means and methods for accomplishing the result. Institute shall report all earnings received hereunder as gross income and be responsible for its own Federal, State and Local withholding taxes and all other taxes, and operate its business independent of the business of the County, except as required by this Agreement, and may continue to conduct consulting work for other clients without prior consent of the County subject to the restriction on the receipt of County funds from more than one source.

6. Assignment and Amendment. Institute agrees, in addition to all other provisions herein, that Institute shall not assign any portion or the whole of this Agreement without the prior written consent of the County. The provisions of this Agreement may be amended only in writing signed by the parties.

7. Time of the Essence. Timely performance of all duties provided herein is of the essence of this Agreement.

8. Remedies for Breach. Institute and County agree to faithfully observe and perform all of the terms, provisions and requirements of this Agreement, and either party's failure to do so shall represent and constitute a breach of this Agreement, and in such event, the parties consent and agree that remedies for such breach shall include the following:

- (a) The non-breaching party may immediately terminate this Agreement; and,
- (b) The non-breaching party shall be entitled to pursue any legal remedy it

may have against the other party, and to collect all costs incurred including legal fees, as a result of said breach.

9. Severability. If any covenant or other provision of this Agreement is invalid, or incapable of being enforced by reason of any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect and no covenant or provision shall be deemed dependent upon any other covenant or provision unless so expressed herein.

10. Indemnification. Institute shall indemnify, defend, and hold County harmless from any and all claims, liabilities, damages, and costs (including reasonable attorney's fees directly related thereto) arising out of the performance of the Services, if and to the extent caused by the negligence or misconduct of Institute.

11. Conflict of Interest. Institute warrants that no officer or employee of the County, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of this Agreement.

12. Incorporation. This Agreement, together with RFP No. 27-12 and Institute's response thereto, incorporates the entire understanding and agreement of the parties.

(Signature page to follow)

IN WITNESS WHEREOF, the parties hereto have signed and executed this Agreement on the date first above written.

APPROVED AS TO FORM:

JACKSON COUNTY, MISSOURI

By W. Stephen Nixon
W. Stephen Nixon
County Counselor

By Q. Troy Thomas
Q. Troy Thomas
Director of Finance and Purchasing

ATTEST:

ETC INSTITUTE

Mary Jo Spino
Mary Jo Spino
Clerk of the Legislature

By Ernie L Tatham
Federal Tax ID No. 48-0945023

REVENUE CERTIFICATE

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made, each sufficient to meet the obligation of \$15,000.00 which is hereby authorized.

April 11, 2012
Date

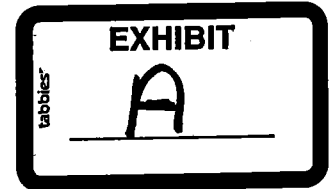
Q. Troy Thomas
Director of Finance and Purchasing
Account No. 010-1002-56790
10022012001



ETC INSTITUTE

MARKETING RESEARCH, DEMOGRAPHY, STATISTICAL APPLICATIONS

725 W. FRONTIER CIRCLE, OLATHE, KANSAS 66061
(913) 829-1215 FAX: (913) 829-1591



February 20, 2012

Barbara Casamento
Jackson County Purchasing Department
415 East 12th Street, Room G-1
Kansas City, MO 64106

**Subject: A Proposal to Conduct a Yard Waste/Recycling Survey
(Request for Proposal No. 27-12)**

Dear Ms. Casamento and Members of the Selection Committee,

ETC Institute is pleased to submit a proposal to conduct a Yard Waste/Recycling Survey for Jackson County, Missouri. In response to this RFP, enclosed is one (1) original and five (5) copies of a proposal from ETC Institute. ETC Institute has also provided one (1) original and five (5) copies of a cost proposal in a separate, sealed envelope.

This proposal is intended to be completely responsive to the RFP and has been organized as follows.

- Cover Letter (current section)
- Section 1: Complete Copy of RFP (with all required forms fully executed and notarized)
- Section 2: Firm Background and Related Project Experience
- Section 3: References
- Section 4: Scope of Work (approach to services)
- Section 5: ETC Institute's DBE and WBE Certifications
- Section 6: Staffing

Who We Are

ETC Institute is Recognized as a National Leader in the Design and Administration of Market Research for Local Governments.

- ETC Institute has conducted research for more major U.S. cities and counties than any other firm. During the past three years alone, ETC Institute has designed and administered community surveys on behalf of city and county governments in 48 states. ETC Institute has administered surveys in some of the nation's largest and most diverse communities, including: Kansas City, San Francisco, Fort Worth, Atlanta, Columbus, San Diego, Austin, Oklahoma City, Oakland, Miami-Dade County, Broward County, San Bernardino County, Tulsa, St. Louis, Louisville, Los Angeles, and Denver.

- ETC Institute has conducted survey research in more than three dozen communities in Missouri, including Jackson County. Some of the communities that ETC Institute has conducted survey research in Missouri are listed below:

- | | |
|-------------------------|-------------------------|
| ○ Ballwin, MO | ○ Lee's Summit, MO |
| ○ Blue Springs, MO | ○ Liberty, MO |
| ○ Branson, MO | ○ North Kansas City, MO |
| ○ Butler, MO | ○ O'Fallon, MO |
| ○ Cass County | ○ Parkville, MO |
| ○ Chesterfield, MO | ○ Platte City, MO |
| ○ Clay County | ○ Platte County |
| ○ Clayton, MO | ○ Pleasant Hill, MO |
| ○ Columbia, MO | ○ Ray County |
| ○ Excelsior Springs, MO | ○ Raymore, MO |
| ○ Gladstone, MO | ○ Raytown, MO |
| ○ Grandview, MO | ○ Riverside, MO |
| ○ Harrisonville, MO | ○ Rolla, MO |
| ○ Independence, MO | ○ Smithville, MO |
| ○ Jackson County | ○ Springfield, MO |
| ○ Jefferson City, MO | ○ St. Louis, MO |
| ○ Joplin, MO | ○ Weatherby Lake, MO |
| ○ Kansas City, MO | |
| ○ Lake Lotawana, MO | |

- ETC Institute is an expert in gathering utility-related community research. ETC Institute has conducted recycling surveys for several local municipalities in the Kansas City area, including Lawrence, KS, Olathe, KS and Kansas City, Missouri. ETC Institute has also conducted more than 300 community surveys for local municipalities which have included utility related topics. In fact most, if not all, of the surveys conducted in the Missouri communities listed above addressed utility related issues.

ETC Institute's In-House Resources Far Exceed the Requirements for this Project.

- ETC Institute has a new research center equipped with more than three dozen call stations, state-of-the-art focus group facilities, and a mail processing center capable of processing more than 30,000 pieces of mail per day. Since 1998, ETC Institute has surveyed more than 1.5 million residents on behalf of 500 cities and counties in more than 48 states. ETC Institute's market research accuracy and attention to client needs is unparalleled. The new call center is equipped with 40 interviewing stations that can easily be expanded to accommodate 100 interviewers. ETC Institute also has the capabilities for the administration of surveys in more than 20 languages and on the Internet.

ETC Institute's Senior Project Managers and Researchers Understand Community Research

- ETC Institute's senior project managers are experts in survey design and will work with the County to create a survey instrument and research methodology that is customized to the County's unique circumstances and needs. Dr. Elaine Tatham, who will serve as the project manager, has overseen the design and administration of over 1,500 community surveys across the country for a wide range of public, non-profit, and private sector clients. She has more than 30 years of experience in survey design and sampling methodology.

ETC Institute Guarantees that we will be Very Responsive to Your Needs.

- ETC Institute administered a survey to governmental organizations who had used our services. Among the 151 people who responded to the survey, 100% were satisfied with the service they received and 100% indicated they would recommend our firm to other organizations. The reason ETC Institute's customer satisfaction levels are so high is due to our commitment to the needs of our clients. We routinely go beyond the contractual requirements of a project to ensure the goals and objectives of our clients are achieved.
- Our firm was recently selected as one of the *"Top 10 Small Businesses in the Kansas City Area"* by the Greater Kansas City Chamber of Commerce for our commitment to customer satisfaction, quality, and innovations in the field of market research. More than 1,700 firms in the metropolitan Kansas City area were nominated for the honor. The Kansas City Business Journal recognized ETC Institute as *"One of the Best Places to Work in Greater Kansas City"* for our commitment to diversity. ETC Institute also ranked 3459 among the "Top 5000" fastest growing private companies for 2010.

Our Approach

A brief summary of our approach is provided below. A more detailed description of our approach is provided in Section 4 of this proposal.

- Work with County to develop the survey.
- Work with the County to develop and implement a pre-survey communication plan to obtain residential support and awareness of survey.
- Administer the survey using a mail/phone combination method. This method includes printing and mailing a cover letter, five page survey and postage paid return envelope to every household in the sampling plan. Approximately a week after the mailing, ETC Institute's call center will begin making phone and/or email follow-ups to encourage survey participation or to complete the survey with residents over the phone.
- Develop the survey database.
- Perform data analysis of the results by each of the areas/communities/cities surveyed.
- Provide 12 copies of a final written report.
- Make a formal presentation to the executive staff.

Closing

As project manager, I will work very closely with you to ensure that this project succeeds. **No firm is better suited to help you understand and use resident survey data than ETC Institute.** Our experience with market research for local governments is second to none, and clients in 48 states can attest to our commitment and attention to customer satisfaction. *We certainly encourage you to contact the references we have provided.*

We appreciate your consideration of our proposal and look forward to your decision. If you have any questions, please do not hesitate to call me at (913) 829-1215.

Sincerely,

A handwritten signature in cursive script that reads "Elaine Tatham". The signature is written in black ink and is positioned above a horizontal line.

Elaine Tatham, President
ETC Institute
725 W. Frontier Circle
Olathe, KS 66061
(913) 829-1215
etatham@etcinstitute.com
www.etcinstitute.com

Cost Proposal for the Jackson County Yard Waste/Recycling Survey Request for Proposal No. 27-12

Submitted by *ETC Institute*

Questions: Contact *Elaine Tatham* or *Grace Wepler* at 913-829-1215

EXHIBIT

B

of Completed Surveys

1200

(200 per area/community/city)

+2.8%

precision w/95% level of confidence at City level

TASK

DESCRIPTION

\$1,500

1.1 Design Survey Instrument

included

1.2 Design Sampling Plan

included

1.3 Conduct Pilot Study

\$12,000

2.1 Administer the Survey
Mailing and printing of a 5 page survey and cover letter
Phone follow-ups

included

3.1 Develop Database and Perform Data Entry

\$1,500

3.2 Analyze Survey Data and Prepare Final Report
Prepare a final written report
Analysis of the results by community/city/area
Formal presentation to executive staff

Total Cost

\$15,000