

AGREEMENT

THIS AGREEMENT, made in Johnson County, Kansas, and effective this 16TH day of DECEMBER, 2011 (hereinafter "Effective Date"), by and between Johnson County, Kansas (hereinafter the "County") and ConsensusKC (hereinafter "Consensus").

WITNESSETH:

WHEREAS, the County desires to engage the professional services of Consensus to perform certain facilitation planning and public engagement services for the County, subject to, and in accordance with, the terms and conditions of this Agreement; and

WHEREAS, the County and Consensus agree to accept the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the above and foregoing recitals, the mutual promises and covenants hereinafter given, and for other good and valuable consideration, the parties hereto agree as follows:

ARTICLE I

Purpose; Scope of Services

A. Purpose. The County hereby contracts with Consensus to perform certain professional facilitation planning and public engagement services relative to assisting the County with engaging the Johnson County community and citizen population in the County's budget process (hereinafter the "Project"), and Consensus hereby agrees to perform such services in accordance with, and subject to, the terms and conditions of this Agreement.

B. Scope of Services. Consensus shall, at all times, faithfully, diligently, and expeditiously, and to the best of the ability, experience and skills of the personnel it provides, perform in a good and professional manner those tasks, services, responsibilities and obligations set forth in **Exhibit A**, attached hereto and incorporated herein by reference, and made a part of this Agreement. In the performance of professional services under this Agreement, Consensus hereby represents that it has the qualifications, professional expertise, and requisite personnel to perform the services, and that it shall perform the services in a timely and professional manner, according to best practice standards of like service providers in its industry.

ARTICLE II

Time of Performance

The services to be performed by Consensus under this Agreement shall be undertaken and completed in such manner and sequence as to assure their expeditious completion, and to best carry out the purpose and requirements of this Agreement.

ARTICLE III

Compensation; Agreement Status; Benefits

A. Compensation. In consideration for the services rendered by Consensus under this Agreement, the County shall compensate and pay Consensus in an amount not to exceed Eleven Thousand Four Hundred Ninety-Five Dollars (\$11,495.00), inclusive of expenses, at the hourly billing rate and line item amounts set forth in **Exhibit A** attached hereto. Payment shall be made within thirty (30) days of invoice submitted by Consensus documenting the Project-related services rendered.

B. Agreement Status; Benefits. This Agreement is, and shall be deemed, an independent contract for services, and all persons providing services on behalf of Consensus under this Agreement shall be deemed independent contractors and shall not be deemed under any circumstances as employees of the County. Consensus shall not be entitled to, nor shall it receive, any County benefits accorded to its employees, including, but not limited to, workman's compensation, floating County holidays, KPERS retirement compensation, vacation leave, sick leave, health insurance, and deferred compensation.

ARTICLE IV

Insurance; Indemnification

A. Insurance. Consensus shall be responsible for and hereby agrees to have and maintain sufficient and adequate insurance for all obligations required under this Agreement, including, but not limited to, automobile coverage of any Consensus owned vehicles, liability coverage, workers compensation, and errors and omissions.

B. Indemnification. Consensus hereby agrees to hold the County, its officials, agencies, and employees harmless from any and all claims, costs or damages, of whatever kind or nature which Consensus might incur or sustain arising out of, or resulting from, the performance of services under this Agreement, and Consensus hereby further agrees to indemnify the County, its officials, agencies or employees for any and all costs, claims, losses or damages incurred or sustained by the County arising out of, or resulting from, the omissions, errors, representations or misrepresentations, negligence, misfeasance or malfeasance of Consensus in the performance of any services or additional services by Consensus under this Agreement. Subject to the provisions and limitations of the Kansas Tort Claims Act, the County hereby agrees to indemnify Consensus for any and all costs, claims, losses or damages incurred or sustained by Consensus arising out of, or resulting from, the negligence, omissions or errors of the County under this Agreement.

ARTICLE V

Miscellaneous Provisions

A. Assignment. Consensus shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement, or any of the rights and obligations hereunder without the prior written consent of the County.

B. Subcontracting. It is understood and acknowledged by the parties that should Consensus intend to subcontract some services required under this Agreement, Consensus agrees to obtain prior written approval from the County of any such subcontracting relationships and of the services such subcontractors are to perform. Notwithstanding this procedure, such subcontractors shall at all times remain under the direction and control of Consensus and not the County, and Consensus shall remain fully liable to the County for the proper discharge of all the services required hereunder regardless of by whom they are performed.

C. Amendment. This Agreement may be amended by supplemental writing executed by the parties hereto.

D. Waiver of Breach. The waiver of any party hereto of a breach of any of the provisions of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.

E. Governing Law. This Agreement shall be governed by, enforced and construed in accordance with the laws of the State of Kansas. In the event that the parties hereto are unable to resolve any controversy or claim arising out of, or relating to, this Agreement or the making, performance or interpretation of it without resort to the courts, the parties agree that exclusive jurisdiction and venue over such matter shall be in the District Court of Johnson County, Kansas.

F. Right to Examine and Audit Records. Consensus agrees that the County, or any of its authorized representatives, shall have access to and the right to examine and audit any and all books, documents, papers and records of Consensus involving transactions related to this Agreement, or any change order or contract modification thereto, or with compliance with any clauses thereunder. Such records shall include hard copy as well as computer readable data. Consensus shall reasonably require all of its payees including, but not limited to, subcontractors, insurance agents or material suppliers to comply with the provisions of this clause.

G. Termination. This Agreement may be terminated by either party upon fourteen (14) days written notice to the other party, or at any time by written agreement of both parties.

H. Severability. All agreements, covenants and clauses contained herein are severable, and in the event any of them shall be deemed or held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement shall be interpreted as if such unconstitutional, invalid or unenforceable agreements, clauses and covenants were not contained herein.

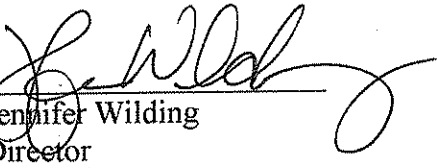
I. Nondiscrimination. In performing the services required hereunder, Consensus shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age, or disability, or other circumstance prohibited by federal, state or local law, rule or regulation.

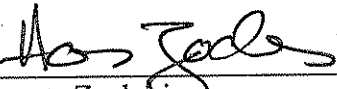
J. Entire Agreement. This Agreement represents the entire agreement between the County and Consensus, and supersedes all prior understandings or promises, whether oral or written, between the parties pertaining to or in connection with the matter hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in multiple counterparts and made effective the day and year first above written.

ConsensusKC

Johnson County, Kansas

By: 
Jennifer Wilding
Director

By: 
Hannes Zacharias
County Manager

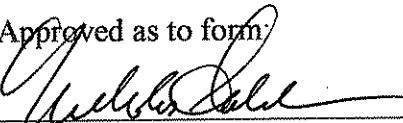
Approved as to form:

Nicholas Saldan
Assistant County Counselor

EXHIBIT A

SCOPE OF WORK

Consensus

"We put the *public* in public policy"

PO Box 10252

Kansas City, MO 64171

816.531.5078

www.consensuskc.org

jenwilding@consensuskc.org

Johnson County Citizen Engagement: Involving residents in tough budget choices

Johnson County Government intends to engage citizens early and in significant numbers in the County budget process. Instead of holding a public hearing late in the game, the County has created the Citizen Engagement Committee to develop an improved structure for engagement. The committee, which includes members from the Budget & Financial Planning Department and the County Manager's Office, is seeking to open channels of communication with the broader community to ensure the county's priorities match up with the community's values. It has developed a framework that includes three components:

- An online budget simulator available for any resident to use;
- Focus groups, one per district, with adult residents selected at random; and
- Youth forums with one senior government class per district.

The Citizen Engagement Committee has invited Consensus to prepare a scope of work and budget. Based on our conversation with the committee on Monday, November 21, we envision the following scope of work. Please note that the tasks are not in order. Focus group recruitment, for example, would need to begin before the planning session is held.

Please note that Consensus has cut its normal facilitation fee by half, from \$100 to \$50, for this project. We have done this because budgets are tight and we want to be helpful, and also because we are excited about working on this project. We believe that it has the potential to strengthen relationships between Johnson County residents and government, and we would value the opportunity to work with this committee in its inaugural year.

Task	Consensus	Johnson County
Prepare for and hold one or two planning sessions with the Citizen Engagement Committee. Review simulator, video and handout, focus group approach, and firm up the plan for youth focus groups. Maintain contact with committee staff throughout process.	\$1,550.00	X

Identify and obtain the best sampling frame to use when contacting potential focus group participants by phone and mail: voter rolls, street directory, telephone directory, or customer lists from utilities which are used by most households: water, electricity, sewer, etc.		X
Develop call script and make recruitment calls. Secure 14 panelists per group (assuming 2 will be no-shows). Send addresses to County for follow-up letters. Track RSVPs and email addresses. 84 panelists total.	\$1,650.00	
Prepare for and meet with Johnson County Commissioners to review the adult and youth focus group plan and develop group norms.	\$400.00	
Prepare to facilitate focus groups with adults and young people. Develop agenda, paper survey, documentation plan and review final simulator.	\$800.00	
Facilitate six focus groups of 120 minutes each with adult residents. Develop brief report on each focus group.	\$1,800.00	
Optional: Facilitate additional focus groups as requested to capture the thoughts of subgroups within Johnson County who are unlikely to be represented in the focus groups. Cost = \$500 to recruit a sponsor and hold a focus group. Does not include recruiting individual panelists.		
Set focus group dates and secure meeting space at neutral locations.		X
Take extensive notes during the focus groups and provide typewritten copy.		X
Obtain laptops and prepare for use at focus groups. Assure that a printer is available on site to print the focus group simulator results.		X
Provide sandwiches for panelists.		X
Arrange with high schools to allow us to hold focus groups with students.		X
Connect with each teacher and conduct six focus groups with students. Prepare brief report on each.	\$1,950.00	
Take extensive notes during focus groups and provide typewritten copy.		X
Prepare for and hold a debrief meeting with the committee and other staff members who attended the adult and youth focus groups. Find out what they noticed from the discussions.	\$300.00	
Optional: Prepare for and hold a debrief meeting with commissioners to find out what they noticed from the discussions. Cost = \$300.00		
Write report on the youth and adult focus groups. The report will identify the main themes among focus groups, issues specific to a particular district, and, if the general community results are available in time, comparisons with them.	\$2,000.00	
Project total – personnel	\$10,450.00	
Administrative fee	\$1,045.00	
Project total	\$11,495.00	

The estimate of hours is extremely conservative. If, however, we spend less time than is budgeted, the excess funds would remain with the client. Consensus requires a signed contract before beginning work.

About Consensus and Consensus Consulting

Consensus puts the *public* in public policy by providing the information, processes and the safe, neutral space where people can solve public problems.

Consensus was founded in 1984 and has transformed itself to meet the needs of its community. It began as a citizen think tank, engaging citizens in task force studies of policy issues, then took on new roles as a neutral convener and process expert, conducting a regional visioning project and engaging the community in reaching the vision.

In 2003, the Ewing Marion Kauffman Foundation moved its deliberative democracy project to Consensus, which led the organization to work with MacNeil/Lehrer Productions on four "By the People" day of deliberation events, and to enter into a shared learning agreement and join a research team with the Kettering Foundation, and to provide deliberative forums in partnership with groups like the Johnson County Library, the Kansas City Public Library and the Truman Presidential Library.

Also in 2003, Consensus created and implemented a business plan for earned income. Led by Jennifer Wilding, director, the organization offered services in its mission areas of public engagement and public policy to clients such as the U.S. Institute for Environmental Conflict Resolution, the NewsHour with Jim Lehrer, the Washington State Library and libraries in the Portland, OR, and Davenport, IA, communities, the Mid-America Regional Council, and local nonprofit organizations.

In 2009, two other consultants, Dan Blom and Mary Jo Draper, joined the Consensus consulting team. The three consultants serve as partners in the social enterprise, the profits of which support the mission of Consensus. The team has extensive experience in design, organization and implementation of public meetings. It specializes in community problem-solving, focus groups, deliberative forums, strategic planning and facilitation.

Since 2009, Consensus and the consulting team have focused on building civility into how we engage the public on difficult issues. The team has conducted 20 focus groups with citizens across the political spectrum and identified sensible, sustainable changes that would increase civility and make it easier to solve problems. The team teaches a one-day class on how governments, neighborhoods, nonprofits and others can put those changes into practice.

The Consensus Consulting Team

Jennifer Wilding would serve as project director for the Johnson County budget project. She was named director of Consensus in 2003 and has worked in the public policy and civic engagement field for more than 25 years. She has led projects for national clients like the U.S. Institute for Environmental Conflict Resolution, MacNeil/Lehrer Productions, and the Kettering Foundation, and directed extensive strategic planning projects for libraries in the Davenport, Iowa, and Portland, Oregon areas, and for the Washington State Library. Locally, clients have

included the Kansas City Kansas Community College, the Mid-America Regional Council, Ewing Marion Kauffman Foundation and many others. She is the author of Consensus public policy reports on a range of issues, among them library funding and governance, school district governance, safe neighborhoods and minority business development. She is former vice president of the YWCA of Greater Kansas City and president of the UMKC Arts & Sciences Alumni Board. In 2009, she was selected for first ever class of the Kansas Leadership Center Community Collaboration Academy.

Dan Blom spent nearly three decades in newspaper publishing and media management, where he was a reporter, editor, operations director, general manager and publisher. He was a frequent industry seminar presenter on leadership, teamwork and quality management techniques as well as guest lecturer at a number of university journalism schools. He has worked with the Mid-America Regional Council, as well as with other nonprofits and municipalities, on citizen engagement projects. At MARC he was the original convener of One KC Voice and the organization's first citizen engagement coordinator. He has personally facilitated more than 100 community meetings. He also was a faculty lecturer at the University of Kansas with a research focus in citizen engagement. He has led scores of meetings with community groups and stakeholders. Dan is also the owner of Strategic Directions, which focuses on inclusive strategic decision-making, implementation and quality improvement. He has delivered training in facilitation and community decision processes. He has served on more than two dozen community boards and committees. He served as a neighborhood association president and a middle school and elementary PTA president. He has been extensively involved in other public school education initiatives and neighborhood activities in Prairie Village.

Mary Jo Draper has more than ten years of experience in community engagement and dialogue. Draper led the multi-stakeholder community discussion for the Kansas City Dropout Prevention Summit and was a lead facilitator for the Kansas City Safe City Initiative. Draper is the founder of Draper Communications, a communications firm that specializes in public involvement and two-way communication between audiences and businesses. Draper spent 15 years as a reporter, news director and talk show host for Kansas City's public radio station, KCUR, where she also directed a civic journalism project funded by the Robert Wood Johnson Foundation. Since then, she has helped municipalities, nonprofits, transportation agencies and other clients engage stakeholders in productive dialogue. Draper teaches community engagement in the Nonprofit Leadership Department at Rockhurst University. She serves on the board of directors of Legal Aid of Western Missouri.

Consensus and Partners Client List

AmericaSpeaks
Johnson County (Kansas) Library
Kansas City Kansas Community College
Kansas Department of Transportation
Kettering Foundation
Libraries Together in Scott County, Iowa
MacNeil/Lehrer Productions
Mid-America Regional Council
Midwest Democracy Project / The KC Star
NewsHour with Jim Lehrer
The Civility Project
Truman Presidential Library
U.S. Institute for Environmental Conflict
Resolution
Washington County (Oregon) Cooperative
Library Services
Washington State Library
City of Shawnee
Missouri Department of Transportation
City of Gladstone
Harmony
Christian Foundation for Children
and Aging
KC Safe City Initiative
Kansas City Forums

Johnson County Environmental
Department
KIPP Charter School Kansas City
Church Development Council
Solid Waste Management District
Athenaeum
Carondelet Manor
City of Kansas City, Missouri, Health
Commission
City of Topeka
Columbia (Missouri) Public Schools
Economic Opportunity Foundation
Ewing Marion Kauffman Foundation
InFocus
Kansas City Free Health Clinic
Kansas City (Missouri) School District
KCResearch
Negro Leagues Baseball Museum
Park University
Truman Medical Center
United Community Services of
Johnson County
United Way of Greater Kansas City
United Way of Wyandotte County