

**AGREEMENT BETWEEN NATIONAL RESEARCH CENTER, INC. AND VILLAGE OF  
HOMER GLEN, IL**

THIS AGREEMENT, made and entered into this 23 day of February, 2017 by and between Village of Homer Glen 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 Homer Glen, IL, 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 210 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 of \$9,800.00 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. **Intellectual Property.** On all materials created by the Consultant prior to this Agreement and used by the Client during the course of the project, the Consultant retains all rights of authorship and ownership of copyright.
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 and Consultant shall be obligated to refund to Client any unused portion of the initial payment.
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 Homer Glen Village Hall, 14240 W. 151<sup>st</sup> Street, Homer Glen, Illinois 60491, 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 Illinois 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.

VILLAGE OF HOMER GLEN



By:

*Chelsey Farson* Print:

*Chelsey Farson*

Title:

(State of Illinois)

(County of Will)

NATIONAL RESEARCH CENTER, INC

By:



Print: Chelsey Farson

Title: Senior Research Associate

(State of Colorado)

(County of Boulder)

# Exhibit A

## Scope of Work

The National Citizen Survey™ (The NCS) is the premier citizen survey service from ICMA and National Research Center, Inc. (NRC). It is turned to by more jurisdictions than any other service. The NCS™ basic service includes all aspects of conducting the survey; all printing and mailing costs, geocoding the sample to ensure that all addresses are within the village limits of Homer Glen, ongoing consultation with staff about the survey process, sample selection, preparation and mailing of a five-page survey to 1,500 households (with a confidence interval of 95% and an approximate margin of error of plus or minus 5%), programming and hosting the web versions of the survey, data entry and analysis, Community Livability Report, Dashboard Report, full technical appendices and the submission of an electronic dataset with final reports.

## The NCS™ Basic Service - \$14,265\*

*Instrument development; assistance with crafting custom questions; three part mailing of 1,500 pieces each (pre-notification postcard, and two waves of the survey with cover letters and postage paid return envelope), all survey recipients will have the option to complete the survey online if they prefer, data entry and analysis of returned surveys; draft reports for review; final reports that include national benchmark comparisons, analysis and detailed methods; technical assistance in understanding survey results via phone and email with key staff for The NCS*

## Geographic Subgroup Comparison Report - \$810\*

*Comparisons will be provided in a separate report for geographic subgroups (as predetermined by NRC and Village staff) by questions on the survey*

## Demographic Subgroup Comparison Report - \$810\*

*Comparisons will be provided in a separate report for five demographic questions by the evaluative questions on the survey (age, gender, race/ethnicity, housing tenure, housing unit)*

## Custom benchmark comparisons - \$945\*

*In addition to the national benchmarks (included with The NCS Basic Service), NRC will provide a custom set of benchmark comparisons, these can be based on region and/or population size or other criteria as requested by the Village of Homer Glen*

## Total Cost to Homer Glen - \$16,830\*

*To enroll in The NCS™ the initial payment of \$9,800 is due*

*\*All pricing listed includes a 10% ICMA, NLC or Association of Government Accountants member discount.*