

AGREEMENT BETWEEN NATIONAL RESEARCH CENTER, INC.
AND THE CITY OF FRANKLIN

THIS AGREEMENT, made and entered into this 27 day of June, 2016 by and between The City of Franklin, 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 the corporate limits of the City of Franklin, Tennessee, 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.

The budget in Exhibit A presumes that the project activities will be completed within 180 days of the date this contract is signed.

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. Consultant shall be paid on an hourly basis for work performed based on the fee schedule contained in Exhibit A in the Amount Not to Exceed TWENTY-THREE THOUSAND TWO HUNDRED ELEVEN and 00/100 DOLLARS (\$23,211.00) Payments shall be made for services performed 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 thirty (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. 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.

8. 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.

9. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto, their successors and assigns.

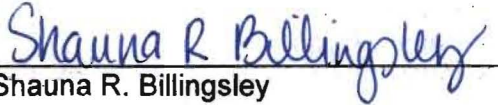
IN WITNESS WHEREOF, the parties hereby enter into this Agreement as of the date first set forth above.

City of Franklin, Tennessee:



Eric Stuckey
City Administrator

Approved as to form by:



Shauna R. Billingsley
City Attorney

NATIONAL RESEARCH CENTER, INC

By: 

Print: Madeleine Winslow

Title: Survey Specialist

(State of Colorado)

(County of Boulder)

EXHIBIT A

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 limits of Franklin, 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 Liveability Report, Dashboard Report, Trends over Time Report (comparing 2016 results to the 2012 survey) and full technical appendices and the submission of an electronic dataset with final reports. NRC uses all best practice methods in survey research, including over sampling multi-family units to decrease non-response bias, using a multi-contact method to improve response rates, and statistical weighting of the survey data.

The NCS™ Basic Service

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 report 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..... \$13,860

Increased Mailing List Size

An additional 1,500 households will receive the mailings putting the total at 3,000 \$5,796

Compare Prior Results

Prior non-NCS results (2012) will be compared to The 2016 NCS data when comparisons are available. Franklin will receive a stand-alone report outlining the overtime comparisons..... \$1,800

One Open-Ended Question

One open-ended question will be available on the survey for residents to respond in their own words. The responses will be cleaned by NRC and reviewed and reported in meaningful categories. Franklin will receive a stand-alone report outlining the response categories and listing each verbatim response..... \$1,755

Total Cost to Franklin (Basic Service)..... \$23,211*

**All pricing listed includes a 10% NLC/ICMA member discount.*