

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

THIS AGREEMENT, made and entered into this th 19 day of December, 2018 by and between The City of Franklin, Tennessee, 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 for work performed based on the fee schedule contained in Exhibit A in the Amount Not to Exceed **Twenty-Three Thousand Five Hundred Eighty and 00/100 Dollars (\$23,580.00)**. Payments shall be made for services rendered 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) 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.
- (b) 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.

The Client is not requiring Consultant to obtain Cyber Liability insurance; however, Consultant, at its own expense, shall indemnify, defend, and hold the Client, its officers, employees, agents, directors, and officials harmless for any loss, claim, liability, damage, defense costs, and expenses, including attorney's fees, for any personal injury or damage or loss to tangible or intangible property caused in whole or in part by the negligent or willful acts or omissions of Consultant or any of its owners, officers, directors, agents, employees or subcontractors. It is the specific intention of Consultant and Client that Consultant shall in all instances except for claims arising solely from the negligent or willful acts or omissions of Client be indemnified by Consultant from and against any and all claims.

7. 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, photostating, 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."

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:

~~Dr. Ken Moore~~ TP
Mayor

Attest by: TP

Eric S. Stuckey
Eric S. Stuckey
City Administrator

Approved as to form by:

Tiffani M. Pope
Tiffani M. Pope
Staff Attorney

NATIONAL RESEARCH CENTER, INC

By: Damema Mann

Print: Damema Mann

Title: Senior Associate
(State of Colorado)
(County of Boulder)

Budget

City of Franklin Budget (approved in FY 2019)	\$25,000.00
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NRC Costs

The National Citizen Survey Basic Service	\$14,985.00
Additional 1,200 respondents (total of 2,800)	\$ 4,725.00
Custom Benchmark Comparisons	\$ 1,035.00
One open-ended question	\$ 1,935.00
Demographic Subgroup Comparison	\$ 900.00
Total	\$ 23,580.00

The National Citizen Survey™ Quote for Franklin, TN 2018

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 limits of Franklin, ongoing consultation with staff about the survey process, sample selection, preparation and mailing of a five-page survey to 1,600 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, Trends over Time Report, Dashboard Report and full technical appendices. 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. Following is an outline of the standard activities for The NCS components chosen by Franklin in 2018.

The NCS™ Basic Service

Instrument development; assistance with crafting custom questions; three part mailing of 1,600 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..... \$14,985.00

Demographic Subgroup Comparison Report

Crosstabs will be provided in a separate report for four demographic questions by the evaluative questions on the survey \$900

Custom Benchmark Comparisons

In addition to the national benchmarks (included with the NCS Basic Service), NRC will provide a custom set of benchmark comparisons, based on criteria as requested by the City (population, region, etc.) \$1,035.00

One Open-Ended Question

Includes one open-ended question added to the survey. Responses will be categorized and reported in a table under separate cover, accompanied by a complete list of verbatim responses \$1,935.00

Expanded Sample Size

(+1,200 households; 2,800 total)..... \$4,725.00

Total Cost to Franklin for The NCS in 2018..... \$ 23,580.00*

***All pricing listed includes a 10% repeat customer discount; pricing is valid through July 31, 2018.**

Additional add-on options available, upon request.