

RESOLUTION NO. 12-15

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF CASTLE PINES, COLORADO
APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH
NATIONAL RESEARCH CENTER, INC. FOR SERVICES RELATED TO THE CITY
OF CASTLE PINES COMMUNITY SURVEY

WHEREAS, the City of Castle Pines ("City") is authorized to enter into contracts for the performance of general municipal governance and services; and

WHEREAS, the City desires to contract with National Research Center, Inc. (the "Consultant") to have the Consultant undertake a survey of City residents; and

WHEREAS, the Consultant has submitted a proposal to the City to provide services to the City for fees and expenses not to exceed Twelve Thousand Four Hundred Seventy Five Dollars (\$12,475.00).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CASTLE PINES, COLORADO, THAT:

Section 1. The City Council hereby (a) approves the Professional Services Agreement between the City and the Consultant, in substantially the form attached hereto as **Exhibit 1** (the "Agreement"), (b) authorizes the City Attorney to make such changes as may be needed to correct any nonmaterial errors or language or to negotiate such changes to the Agreement as may be appropriate that do not substantially increase the obligations of the City, and (c) authorizes the Mayor to execute the same on behalf of the City with the approval of the City Attorney.

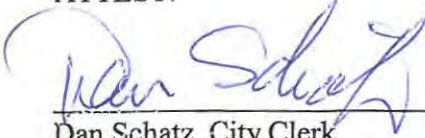
Section 2. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining issues of this Resolution.

Section 3. Effective Date. This Resolution shall take effect upon its approval by the City Council.

INTRODUCED, READ AND ADOPTED AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF CASTLE PINES by a vote of 6 in favor, 1 against and 0 absent this 27 day of March, 2012.

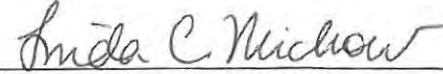

Jeffrey T. Huff, Mayor

ATTEST:



Dan Schatz, City Clerk

Approved as to form:



Linda C. Michow, City Attorney

EXHIBIT 1

**NATIONAL RESEARCH CENTER, INC.
PSA - COMMUNITY SURVEY**

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF CASTLE PINES AND NATIONAL RESEARCH CENTER, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT ("*Agreement*") is made and entered into this 27th day of March, 2012, ("*Effective Date*") by and between the CITY OF CASTLE PINES, a Colorado municipal corporation (the "*City*"), and NATIONAL RESEARCH CENTER, INC., a Colorado corporation (the "*Consultant*"). The City and the Consultant may be collectively referred to as the "*Parties*" and each individually as "*Party*".

RECITALS AND REPRESENTATIONS

WHEREAS, the City desires to undertake a survey of City residents and retain the services of the Consultant to conduct said survey as more particularly set forth in this Agreement; and

WHEREAS, the Consultant represents to the City that the Consultant has the skill, ability, and expertise to perform the services described in this Agreement; and

WHEREAS, the City desires to engage the Consultant to provide the services described in this Agreement subject to the terms and conditions of the Agreement.

NOW, THEREFORE, inconsideration of the terms and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually agreed by and between the Parties as follows:

1. LINE OF AUTHORITY: The City Manager (or Interim City Manager, as applicable) (the "*City Authorized Representative*"), is designated as the City Authorized Representative for the purpose of administering, coordinating, and approving the work performed by the Consultant under this Agreement. For purposes of this Agreement, the Consultant's designated representative is **Laurie Urban** (the "*Consultant Authorized Representative*").

2. SCOPE OF SERVICES: Consultant shall perform all services described in **Exhibit A** titled "*Castle Pines, CO 2012 Resident Survey – Scope of Work*" (the "*Services*") diligently and professionally and in a manner satisfactory to the City Authorized Representative. As set forth in Section 4, below, it is currently anticipated that the Consultant will be retained by the City for a period of approximately four (4) months following the Effective Date, which represents the Parties' current estimate of the time to complete the Services, including preparing a final report incorporating the resident survey results and presenting such results at a City Council meeting.

The City may, from time to time, request changes to the Services to be performed hereunder. If agreed to by both Parties, Consultant will, within a reasonable time period, provide to the City in writing a price and modification to services for the proposed addition to Services. Such changes, including any increase or decrease in the amount of the Consultant's compensation, when mutually agreed upon between the City and Consultant, shall become an amendment to and part of this Agreement, provided any such change is in writing and signed by the City Authorized Representative and by the Consultant Authorized Representative. Unless otherwise stated in the written amendment, Consultant will invoice the City on the next billing cycle after completion of the addition to Services or if the change involves an ongoing new addition to the Services, Consultant will include the associated adjustment to the monthly compensation amount.

If Consultant proceeds without such written change authorization, then the Consultant shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum meruit or implied contract. Except as expressly provided herein, no agent, employee or representative of the City shall have the authority to enter into any changes or modifications,

either directly or by implied by a course of action, relating to the terms and scope of this Agreement. If Consultant performs any work beyond the Services described in **Exhibit A**, it does so at its own risk.

3. COMPENSATION FOR SERVICES: In consideration for the provision of Services described in **Exhibit A**, the City agrees to compensate the Consultant based on the following:

a. In consideration for the completion of the Services specified herein by Consultant, the City shall pay Consultant a fee in accordance with the fee budget set forth in **Exhibit A**. Except as may be agreed upon by the City and Consultant through written change orders as described in Section 2 above, in no event shall the City be liable for payment under this Agreement in excess of **Twelve Thousand Four Hundred Seventy Five Dollars (\$12,475.00)**.

b. The Consultant shall submit invoices to the City in accordance with the invoicing schedule and tasks set forth in **Exhibit A**. Invoices will be billed to the City on a regular basis, but no more frequently than every thirty (30) days. Subject to Section 3.c., below, payment will be made to the Consultant within thirty (30) calendar days following the City's receipt of a Consultant invoice. The maximum fee specified herein shall include all fees and expenses incurred by Consultant in performing the services hereunder.

c. The City may withhold payment for work which is not completed as scheduled, or which is completed unsatisfactorily, until completed satisfactorily and may deny payment for such work upon termination by the Consultant.

4. TERM: It is mutually agreed by the Parties that the term of this Agreement shall commence as of the Effective Date and terminate on July 31, 2012, unless earlier terminated in accordance with the terms and conditions of this Agreement. This Agreement and/or any extension of its original term beyond the current fiscal year shall be contingent upon annual funding being appropriated, budgeted and otherwise made available for such purposes and subject to the City's satisfaction with all services received during the preceding term.

5. CONFLICT OF INTEREST: The Consultant agrees that no official, officer or employee of the City shall have any personal or beneficial interest whatsoever in the Services described herein, and the Consultant further agrees not to hire, pay, or contract for services of any official, officer or employee of the City. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Consultant by placing the Consultant's own interests, or the interest of any party with whom the Consultant has a contractual arrangement, in conflict with those of the City.

6. INDEPENDENT CONTRACTOR: The Consultant shall perform the Services as an independent Contractor and shall not be deemed by virtue of this Agreement to have entered into any partnership, joint venture, employer/employee or other relationship with the City other than as a contracting party and independent Consultant. The City shall not be obligated to secure, and shall not provide, any insurance coverage or employment benefits of any kind or type to or for the Consultant or the Consultant's employees, sub-consultants, Consultants, agents, or representatives, including coverage or benefits related but not limited to: local, state, or federal income or other tax contributions; insurance contributions (e.g., FICA); workers' compensation; disability, injury, or health; professional liability insurance, errors and omissions insurance; or retirement account contributions.

7. INDEMNIFICATION: The City cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Consultant or any other person or entity whatsoever. The Consultant shall defend, indemnify and hold harmless the City, its elected officials, officers, directors, agents, and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, in any way resulting from or arising from this Agreement; provided,

however, that the Consultant need not indemnify or save harmless the City, its officers, agents and employees from damages resulting from the negligence of City's elected officials, officers, directors, agents, and employees. Consultant's defense, indemnification and insurance obligations shall be to the fullest extent permitted by law and nothing in this Agreement shall be construed as requiring the Consultant to defend in litigation, indemnify or insure the City against liability arising out of the death or bodily injury to person or damage to property caused by the negligence or fault of the City or any third party under the control or supervision of the City.

8. INSURANCE: The Consultant shall obtain and maintain the types, forms, and coverage(s) of insurance deemed by the Consultant to be sufficient to meet or exceed the Consultant's minimum statutory and legal obligations arising under this Agreement, including the indemnification obligations set forth in Section 7. At a minimum, Consultant shall maintain: (a) Comprehensive General Liability Insurance Coverage insuring the Consultant against any liability for personal injury, bodily injury or death arising out of the performance of the Services and against liability for property damage with a combined single limit of at least One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate; and (b) Comprehensive Automobile Liability 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 One Million Dollars (\$1,000,000.00). Policies described in this Section 8 shall be for the mutual and joint benefit and protection of the Consultant and the City. The Consultant shall be solely responsible for any and all insurance deductible(s). The Consultant's failure to obtain and continuously maintain policies of insurance in accordance with this Section 8 shall not limit, prevent, preclude, excuse, or modify any liability, claims, demands, or other obligations of the Consultant arising from performance or non-performance of this Agreement.

9. NO WAIVER OF GOVERNMENTAL IMMUNITY ACT: The Parties hereto understand and agree that the City, its elected officials, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., as the same may be amended from time to time, or otherwise available to the City.

10. ASSIGNMENT: The Consultant covenants and agrees that it will not assign or transfer its rights hereunder, either in whole or in part without the prior written approval of the City. Any attempt by the Consultant to assign or transfer its rights hereunder shall, at the option of the City Authorized Representative, void the assignment or automatically terminate this Agreement and all rights of the Consultant hereunder.

11. CITY REVIEW OF RECORDS: The Consultant agrees that, upon a reasonable request of the Authorized Representative, at any time during the term of this Agreement or three (3) years thereafter, will make available for inspection and audit upon request by the City Authorized Representative, the City Finance Director, or any of their authorized representatives, those books and records of the Consultant's work performed under this Agreement. Nothing construed herein shall be construed as a requirement that Consultant shall provide its financial records determined to be proprietary by the Consultant. The Consultant shall maintain such records until the expiration of the three (3) years following the end of the term of this Agreement.

12. OWNERSHIP OF DOCUMENTS: Working papers, reports and other documents prepared by the Consultant in connection with this Agreement shall be the property of the Consultant; however, the Consultant shall provide the City with all copies of all reports, data and work product collected or produced by Consultant upon the City's request. The Consultant shall provide the City with

copies of any documents produced in association with the Consultant's Services within five (5) business days upon written request of the City.

13. TERMINATION: The City shall have the right to terminate this Agreement, with or without cause, by giving written notice to the Consultant of such termination and specifying the effective date thereof, which notice shall be given at least ten (10) calendar days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports which are considered to be documents subject to the Colorado Open Records Act shall become the City's property. The Consultant shall be entitled to receive compensation in accordance with this Agreement for any satisfactory work completed pursuant to the terms of this Agreement prior to the date of notice of termination. Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Consultant. The Consultant's indemnification obligations hereunder shall survive termination of this Agreement

14. NOTICES: Notices concerning termination of this Agreement, notices of alleged or actual violations of the terms or provisions of this Agreement, and all other notices shall be made as follows:

To the City:	Mayor of the City of Castle Pines 7501 Village Square Drive, Suite 100 Castle Pines, CO 80108
with a copy to:	Widner Michow & Cox LLP City Attorney for Castle Pines North 13313 E. Arapahoe Rd., Suite 100 Centennial, CO 80112
To the Consultant:	National Research Center, Inc. 2955 Valmont Rd., Suite 300 Boulder, CO 80301

Said notices shall be delivered personally during normal business hours to the appropriate office above, or by prepaid first class U.S. mail, via facsimile, or other method authorized in writing by the City Authorized Representative and the Consultant Authorized Representative. Mailed notices shall be deemed effective upon receipt or three (3) working days after the date of mailing, whichever is earlier. The Parties may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification.

15. NONDISCRIMINATION: In connection with the performance of work under this Agreement, the Consultant agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability.

16. ILLEGAL ALIENS: Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Consultant shall not contract with a subcontractor that fails to certify that the subcontractor does not knowingly employ or contract with any illegal aliens. By entering into this Agreement, Consultant certifies that it has verified, or attempted to verify, through participation in the basic pilot program that the Consultant does not employ any illegal aliens. If the Consultant is not accepted into the basic pilot program, the Consultant shall apply to participate in the basic pilot program every three months until the Consultant is accepted, or this Agreement had been

completed, whichever is earlier. The Consultant is prohibited from using the basic pilot program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed. If the Consultant obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the Consultant shall be required to notify the subcontractor and the City within three (3) days that the Consultant has actual knowledge that a subcontractor is employing or contracting with an illegal alien. The Consultant shall terminate the subcontract if the subcontractor does not stop employing or contracting with the illegal alien within three (3) days of receiving the notice regarding Consultant's actual knowledge. The Consultant shall not terminate the subcontract if, during such three days, the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. The Consultant is required to comply with any reasonable request made by the Department of Labor and Employment made in the course of an investigation undertaken to determine compliance with this provision and applicable state law. If the Consultant violates this provision, the City may terminate this Agreement, and the Consultant may be liable for actual and/or consequential damages incurred by the City, notwithstanding any limitation on such damages provided by such Agreement.

17. GOVERNING LAW; VENUE: This Agreement shall be deemed to have been made in, and construed in accordance with the laws of the State of Colorado. Venue for any action hereunder shall be in the District Court, County of Douglas, State of Colorado. The Consultant expressly waives the right to bring any action in or to remove any action to any other jurisdiction, whether state or federal.

18. COMPLIANCE WITH ALL LAWS AND REGULATIONS: All of the work performed under this Agreement by the Consultant shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Colorado. The Consultant shall also comply with all applicable ordinances, regulations, and resolutions of the City and shall commit no trespass on any public or private property in the performance of any of the work embraced by this Agreement.

19. SEVERABILITY: In the event any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining provisions shall not be affected, provided that the remaining provisions without the invalidated provisions are consistent with the Parties' intent. Should either party fail to enforce a specific term of this Agreement it shall not be a waiver of a subsequent right of enforcement, nor shall it be deemed a modification or alteration of the terms and conditions contained herein.

20. NO THIRD PARTY BENEFICIARIES: The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement, shall be strictly reserved to the City and the Consultant, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person under such Agreement.

21. HEADINGS; RECITALS: The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. The Recitals to this Agreement are incorporated herein.

22. ENTIRE AGREEMENT: The Parties acknowledge and agree that the provisions contained herein constitute the entire agreement and that all representations made by any elected official, officer, director, agent or employee of the respective parties unless included herein are null and void and of no effect. No alterations, amendments, changes or modifications to this Agreement, except those which are expressly reserved herein to the City Authorized Representative and/or the Consultant Authorized Representative, shall be valid unless they are contained in writing and executed by all the Parties with the same formality as this Agreement.

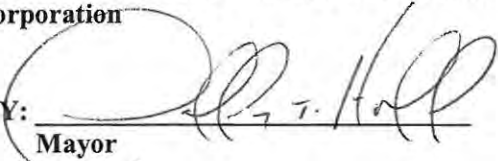
23. FORCE MAJEURE: Neither Party shall be liable for damages, delays, or failure to perform its obligations under this Agreement if performance is made impractical or impossible, or

unpredictably and abnormally difficult or costly, as a result of any unforeseen occurrence, including but not limited to fire, flood, acts of God, civil unrest, failure of a third party to cooperate in providing services other than Consultant's subcontractors, or other occurrences beyond the reasonable control of the party invoking this Force Majeure clause. The Party invoking this Force Majeure clause shall notify the other Party immediately by verbal communication and in writing of the nature and extent of the contingency within five (5) business days after its occurrence or discovery of its occurrence, and shall take reasonable measures to mitigate any impact of the event that triggered the invoking of this Force Majeure clause. If the Force Majeure event shall impact schedule or increase the costs incurred by Consultant, such items shall be handled in accordance with Section 2 and 3.

24. INCORPORATION OF EXHIBITS: All exhibits referenced in this Agreement and attached hereto shall be incorporated into this Agreement for all purposes.

IN WITNESS WHEREOF, the City and the Consultant have executed this Professional Services Agreement as of the above date.

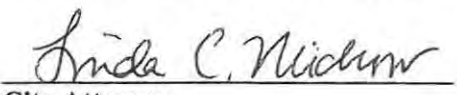
CITY:
CITY OF CASTLE PINES, a Colorado municipal corporation

BY: 
Mayor


DATE: MARCH 29, 2012

ATTEST:

City Clerk or Deputy City Clerk

APPROVED AS TO LEGAL FORM:

City Attorney

CONSULTANT:
NATIONAL RESEARCH CENTER, INC., a Colorado corporation

BY: 
Thomas I. Miller, President

DATE: 4/2/12

EXHIBIT A
SCOPE OF WORK

**[Insert NRC, Inc. Scope of Work for 2012 Resident Survey dated March 12, 2012
– eight (8) pages]**



Castle Pines, CO
2012 Resident
Survey

Scope of Work

Prepared by National Research Center, Inc.

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A. Project Approach

NRC is enthusiastic about the Castle Pines resident survey project and is excited to work with the City on its inaugural survey. A resident survey will help the City of Castle Pines to track the success of its policy, program and personnel changes over time, serving as a strong example of accountability and a valuable resource for targeting where improvements still need to be made. We will use our years of survey research expertise to provide guidance, including pros, cons and recommendations to Castle Pines staff to facilitate the City's decision-making.

Methodology

Task 1. Develop the Survey Instrument

NRC will begin with the questions and topics created by City staff and explore with you the usefulness of individual questions and question sets to determine whether each item should remain or may be ripe for revision or removal. We will provide draft question wording for any item to ensure that it captures the intended meaning for Castle Pines, ensuring that questions are unbiased and have clear meaning. We anticipate primarily fixed-response questions. These types of questions are chosen most commonly due to the ability to maximize the density of data on a survey and minimize respondent burden. Should the City wish to include one or more open-ended questions, we will help word the questions to encourage the most useful resident input.

We will listen closely to help you define your specific needs, developing and prioritizing questions, but the process will be low-burden for Castle Pines staff. Survey development is an iterative process that we will lead, giving you questions and formats that you can react to. We focus on working quickly, yet thoughtfully, on our own steps, leaving ample time for your review. For example, we seek to turn around a survey draft within a half a day or day to ensure the maximum time for stakeholder reflection. The final survey will be approximately the equivalent of a 5-page printed survey.

Task 2. Survey Administration

Sample Selection, Size and Margin of Error

Households included in the City's utility billing list or the City's own resident mailing list as well as residents who have provided email addresses to the City will comprise the survey sample (representing the majority of the City's 3,400 households). Any resident age 18 or older within each Castle Pines household will be invited to participate in the 2012 survey.

The relationship between sample size and precision of estimates or margin of error (at the 95% confidence level) is shown in the adjacent table. Through a multi-contact strategy, we will maximize the number of completed surveys.

<u>Number of completed surveys</u>	<u>Margin of error</u>
100	±9.8%
300	±5.7%
750	±3.6%
1,000	±3.1%
1,200	±2.8%
2,000	±2.2%
3,400	±1.7%

Other similar surveys have garnered response rates from 5% to 15%, while the City is hopeful that its opt-in list of engaged residents will yield a response rate on par with those from more traditional survey methods (mail surveys garner 30% to 50% response rates). This means an estimated margin of error at the 95% confidence level of plus or minus 3.1 to 5.2 percentage points or better (approximately 350 to 1,000 completed surveys based on 6,900 eligible residents). Comparisons of results by subgeography or other characteristics (e.g., age or gender) will have higher margins of error.

Survey Publicity

NRC recommends that Castle Pines conduct public outreach in advance of the resident survey to boost response among residents, with the added benefit of boosting residents' trust in local officials. This trust will accrue by conveying Castle Pines leaders' interest in listening to its residents. NRC will support the communications effort by giving feedback on your plan, press releases and other publicity wording, if your communication team so desires.

Contact Strategy

Maximizing survey participation requires multiple contacts with residents. The City of Castle Pines will contact each household once by mail and each resident included on the City's email list at least twice:

- 1) A prenotification letter from Mayor Huff, informing the household members that they have been selected to participate in the community survey, will be sent to each household included on the utility billing list (or the City's own resident mailing list). The letter will contain a link to the survey online and instruct those who prefer to complete the survey on paper to call the City and request that a paper survey be mailed to their household. This mailing will arrive about a week before the initial email is sent to residents.
- 2) One week after mailing the prenotification letter, each resident who has provided the City with an email address will be sent an email (signed by Mayor Huff) inviting them to complete the Web survey. The email will contain a link on which the respondent can click to be taken directly to the survey.
- 3) A reminder email will be scheduled to arrive one week after the first. The second email asks those who have not completed the survey to do so and those who already have done so to refrain from completing a second survey.

Mailing Preparation

The City will be responsible for handling all aspects of the mailing to households.

Survey Processing

Any paper surveys collected by the City will be entered into the online version survey. Data from the Web surveys automatically are stored in an electronic dataset and, therefore, generally requires little cleaning.

Task 3. Analysis of Survey Results

For quantitative analysis, we rely on IBM Statistical Package for the Social Sciences (SPSS). We believe that analysis must be replicable and leave a clear path. To this end, we keep every label and command run in SPSS in a syntax file available for audit and re-running, as necessary. We will code any open-ended responses using both an emergent approach, where themes are revealed through the analysis, combined with a deductive approach, where a scheme or codes are predetermined and applied to the data. We use various analysis techniques, suited to the project and question.

The data and report will undergo a thorough quality assurance review. We will audit the original data files and our statistical syntax/analysis files, compare automatically generated output to the formatted output in the report and data check all numbers and text prior to submitting the report. This will assure both that the data analyses are correct and that staff, the media and the public will trust the results.

Weighing the Data

The first step in preparing the data for analysis will be to review demographic profile of the survey sample and weight the data, if possible, to reflect the demographic profile of the residents of Castle Pines.

Task 4. Report

The analysis and reporting of the results occur concurrently and cyclically so that we constantly are exploring meaningful ways to share your results, both in terms of the exact analysis chosen and also the way in which that analysis is displayed in graphical or tabular form. We recognize that the report must serve staff and council members, appointed boards and commissions, special districts as well as the lay public and it must be a document that the media can understand and find robust should they wish to press its credibility. These are challenges we accept enthusiastically.

NRC recognizes that most readers want to understand the broader patterns and interpretations of data, so our professionally designed graphics are engaging and pop with clear information. Our reports are comprehensive and include technical and detailed numbers and information, but not at the expense of the day-to-day usefulness of the documents. We are careful about our communication. You will not need a degree in statistics to understand the survey results. All the technical details are in appendices for those who wish to read them (and so that the survey can be repeated by any vendor you choose), but we make sure the report body tells the story of the survey results in a stylish, colorful, informative and simple manner. For further ease, we also include an executive summary that gives a quick overview of results while highlighting key findings. We will prepare the report in Microsoft® Word (as well as convert documents into a PDF format). We will provide you with your electronic numeric dataset in any preferred format (such as SPSS or Excel). Verbatim responses to open-ended questions can be provided in document or database form, as desired. Special features of the Castle Pines report of results are described in the following sections.

Comparisons by Geographic and Demographic Groups

NRC will compare findings by geographic area, if desired, as well as provide comparisons of results by select respondent demographics: such as age, income, length of residency and more. We will guide interpretation by noting statistically significant differences among subgroups so that you are not drawn inappropriately to small differences that only may be the result of random error.

Benchmarking Results to Other Communities

NRC principals introduced the idea of benchmarking resident opinion and produced the first national norms for citizen opinion in our 1991 book. Because we continue to conduct and collect the most current citizen surveys from jurisdictions across the country, NRC has the largest database of current comparative resident opinion of any firm. The database is comprised of resident perspectives gathered in citizen surveys from over 700 unique jurisdictions whose residents evaluated local government services. Conducted with typically no fewer than 400 residents in each jurisdiction, opinions represent over 30 million Americans. Because NRC innovated a method for quantitatively integrating the results of surveys that we have conducted and those that others have conducted, we can create comparisons for more services, more jurisdictions and with less sampling error than anyone. NRC has normative comparison for 260 services that include police services, fire and EMS, garbage collection and recycling, utilities and utilities billing, library services, street maintenance and repair, water quality, code enforcement, senior services, public transportation, city employee ratings, job opportunities, public safety, historic preservation, economic development, public trust and many others. We add virtually every new survey completed in communities

across the country so that our comparison data are fresh and complete. Our question integration permits more latitude in accepting a broader number of useful questions at the same time maintaining exacting standards for inclusion. Additionally, because NRC actively collects and integrates results produced by all vendors, it is very likely we already have the data that competitors can provide in our benchmark database.

If possible, we will provide a comparison to the benchmark for Castle Pines' findings, depending on the questions asked on the survey. We can use the nationwide average or the average from another unique set of jurisdictions, as chosen by Castle Pines. A benchmark comparison to other Front Range communities is just one example to which Castle Pines could be compared. We will discuss with you the optimal set of comparison jurisdictions from Castle Pines.

Unusually Important Services We Offer

NRC has developed an approach to understanding what services drive resident opinion that augments the standard method of cross-classifying residents' opinions about the importance of services with resident ratings of service quality. Our method, called key driver analysis (KDA), results in more meaningful and actionable results when examining the broad categories of service delivery, and will be included in Castle Pines's report of results, if desired. This research by NRC professionals offers more illuminating analyses to help focus service improvement efforts on those services that most influence residents' perceptions about overall service quality. By using key driver analysis, our approach digs deep to identify the less salient, but more influential services that are most related to residents' assessment of Castle Pines services overall.

Presentation of Final Results to City Council

We believe in making results interesting and straightforward in our presentations. Our Microsoft® PowerPoint presentations are attractive and visually intuitive. An example presentation can be found at <http://www.ci.castlepinestexas.gov/Portal/0/Relationships/Documents/3/3rd%20quarter%20citizen%20survey%20presentation.pdf>. A typical PowerPoint supports a presentation of approximately 20-30 minutes in length. We recommend having 15-30 minutes following the presentation portion for questions, depending on your preferences. An in-person presentation by NRC adds a great degree of confidence in the independence and reliability of your findings. Whether presenting to staff or council, the credibility of the presentation rests as much on the response to questions from the audience as on the summary of the slides. This is where the benefit of the reputation, education and experience of the NRC team will be especially helpful to providing you the credibility and trust that top level managers expect. NRC will conduct an in-person presentation of the final survey results to City Council after the report has been finalized.

Consulting and Continued Support

We know that an effective report will be reviewed and discussed by many people in Castle Pines after we have completed any formal presentations and workshops, and that new questions may arise. We commit to supporting these discussions by offering crosstabulations and other additional analyses of results when needed at no cost to the City of Castle Pines during the six months following the presentation to Council. And, though we will not abandon you with your data, we always will provide you with the electronic dataset of your responses for your future reference and use.

B. Timeline

As described in the previous section, NRC will conduct a Web-based survey of Castle Pines residents age 18 and older. We have created the following timeline to show one approach to completing the project to meet a mid-May deadline for the draft report of results. Should the City prefer additional time for survey development (which we see typically can take 4-6 weeks in many communities, depending on the internal involvement/feedback plan), data collection or any other revisions, we will work with you to design the optimal project timeline for your needs.

Activity	Date
Contract execution and project initiation	March 12
City begins publicizing survey (iterative process).....	March 13
Develop survey instrument and mailing materials (iterative process)	through March 28
Finalize survey instrument	March 28
City prints invitation letter	by March 28
City mails invitation letter	March 29
NRC programs Web survey.....	by March 29
City emails 1 st reminder notification.....	April 5
City emails 2 nd reminder notification.....	April 12
Data collection.....	through May 2
Electronic data entry of paper surveys	by May 2
Data analysis and report writing	through May 23
Draft report submitted electronically for review	May 23
City review of draft	through May 30
Report finalized	June 6
Presentation to Council.....	TBD

C. Cost

We have provided an estimate for a five-page print-equivalent Web-based survey, expecting approximately 350-1,000 completed surveys. The budget and scope assumes that, with guidance from NRC, the City will:

- ❖ Obtain the mailing and email lists for residents
- ❖ Print, prepare and mail the invitation letter to households
- ❖ Send two reminder emails to residents
- ❖ Enter data from any completed paper surveys into the online survey

For this project and scope of work, the budget assumes that NRC will:

- ❖ Lead survey development, working closely with City staff to ensure the survey gathers the desired information
- ❖ Program the online survey and provide the appropriate links to the City for survey distribution
- ❖ Manage data collection
- ❖ Analyze the data
- ❖ Produce a report of results that includes an executive summary, a report body that displays the results in both graphical and tabular form with interpretive text, and appendices that include detailed survey methodologies, a full set of responses to each survey question and breakdowns of results by demographic characteristics or geographic location (if desired)
- ❖ Present the survey results at a City Council meeting

Should this proposed budget exceed your resources or not meet your needs, NRC will work with you to develop a budget and work plan that yield a better fit. We have included several value-added services at no cost (\$0) to the City including: national benchmarks and custom benchmarks (if desired), Key Driver Analysis (if desired) and continuous support for six months following the delivery of the report. Together, these services will provide Castle Pines with insight into how best to serve its constituents.

Web-based survey of Castle Pines residents (scope of work described above)\$12,475

NRC proposes the following invoicing schedule which outlines the tasks included for each.

Invoicing Schedule		
Tasks	Invoice Date	Invoice Amount
Includes consultation on the messages to residents and survey administration, instrument development, programming the Web survey and data analysis preparation	April 2, 2012	\$5,850
Includes data collection management, analysis and reporting	May 2, 2012	\$4,900
Includes creation of the PowerPoint materials and presenting the results to Council	June 6, 2012	\$1,725
TOTAL		\$12,475

Castle Pines, CO 2012 Survey Timeline

Last revised March 22, 2012

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