



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Date: June 22, 2020

To: Mark F. Miller, City Manager 

From: Robert J. Bruner, Assistant City Manager
MaryBeth Murz, Purchasing Manager
Lisa Burnham, Accounting Manager
Drew Benson, Assistant to the City Manager

Subject: Standard Purchasing Resolution 8 – Citizen, Business, and Library Surveying Services

History

On March 4, 2019, the City Council awarded a contract for community survey consulting services to Michigan Researchers Associates, Inc. dba EPIC•MRA to conduct business and residential surveys for an amount not to exceed \$60,500 (Resolution# 2019-03-026). The City Council held a study session on March 18, 2019 to discuss survey topics but City management subsequently ceased work on the project due to questions regarding the methodology of the project, and the desired outcomes that the approved survey would produce compared to the cost. The City spent \$19,000 before ceasing work. It is worth noting that the previously completed work from EPIC•MRA will be used to support future surveying work.

The October 17, 2019 City Manager Status Report included City management's plans spend the remaining \$41,500 to conduct business and resident benchmarking surveys rather than to develop our own surveys. These surveys will allow the City to benchmark areas such as public safety, parks, streets, economic vitality, culture and services. The City's scores can be compared to annually-refreshed indices of similar communities across the region and nation. When conducted regularly, this research will help support strategic planning, budgeting, performance management, and economic development.

Since then, several important and urgent issues (not the least of which is the global pandemic) prevented progress on this project. However, it is now more important than ever for the City to understand the community's needs and wants in a systematic way. Accordingly, City management has spent considerable time researching nationally recognized benchmark surveying services in an effort to move forward with both a citizen survey and a business survey of our community.

In addition to the broad Citizen and Business Surveys, City Council has more recently expressed interest in quantifiable data regarding the community's sentiment toward the upcoming Library millage renewal. After looking into various options, City Management determined that our surveying consultant options could also provide bids for Library service research as well.

The purpose of this agenda item is to bring the topic of Citizen, Business, and Library Research surveys to City Council, recommending City Council approve agreements with Management's best value bidder, Cobalt Community Research to provide citizen, business, and library research survey services.



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Purchasing

A formal Request for Proposal (RFP) process was conducted for citizen and business survey services in January of 2019 and it yielded only five proposals and the proposals themselves varied greatly. Based on proposals received from the process in 2019, it was determined it was in the best interest of the City to conduct an *informal* RFP process to gather bids in 2020. An integral part of that process included City staff researching best practices and reviewing surveys conducted in municipalities across the country. The most common methodology is a combination of mail and online response gathering. This is primarily due to a higher response rate and a lower cost compared to phone and other survey methods. Many municipalities use one of two organizations that provide benchmarking surveys:

- **Cobalt Community Research** - Based out of *Charlotte, MI*; Cobalt Community Research is a national 501c3 nonprofit, non-partisan coalition that helps local governments, schools and membership organizations affordably engage communities through high-quality surveys, dynamic population segmentation, focus groups and work groups that use instant audience feedback technology. Cobalt combines big data with local insights to help you thrive as changes emerge in the economic, demographic and social landscape.
- **National Research Center**- Based out of *Boulder, CO*; the National Research Center, Inc., is a leading survey research and evaluation firm focusing on the information requirements of the public sector. NRC's highly skilled team of social science researchers has extensive experience and insight into local government. Its staff demonstrates advanced expertise in survey methodology, analysis, and best practices. NRC has served local governments and other public sector entities for more than 20 years. The NRC is endorsed by the International City/County Manager's Association (ICMA), and offers special partner rates for ICMA affiliated communities.

Each of these organizations offer resident and business surveying services that include benchmarking questions that are the same on all their surveys so each individual community can compare their data to others. Below is a side-by-side comparison of their proposals:

	Cobalt Community Research	National Research Center
Citizen Survey	Yes	Yes
Cost	\$17,070	\$16,000 (Subscription) \$18,000 (One-time)
# of Invitations	2,000	1,700
# of contacts to participate	2	3
Business Survey	Yes	Yes
Cost	\$10,800	\$16,000 (Subscription) \$18,000 (One-time)
# of Invitations	2000 (mail) 1000 (e-mail)	2000 (mail)
# of contacts to participate	3	3
Benchmarking questions	Yes	Yes
Online response option	Yes	Yes
Access to additional community engagement tools	No	Yes - Polco
Total cost for Year 1 for all services	\$27,870	\$32,000 (subscription) \$36,000 (one-time)
Locked in future pricing	No	Yes, if subscription model is chosen



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In addition, each survey comes with add-on features that can be included or subtracted based on the needs of the community. These additional items are often determined during the first stage of the process, and can end up changing the total cost slightly. Examples of add-ons can be seen in the supporting documents from each of the survey options. City Management recommends adding a small contingency to the not-to-exceed price approval to account for unforeseen needs.

Process & Timeline

Both of these surveying organizations use similar methodologies for gauging public sentiment through a pre-formed set of questions and scales that benchmark you against similar communities. These questions and scales are the same for all the municipalities they work with so that the data drawn from the responses can be compared – apples to apples – against other municipalities in your area, region, state, and around the nation whom have also used this service.

While there is a degree of customization of a small section of questions for your own communities' priorities, the majority of the surveys are not intended to be changed. This methodology is recommended by City Management for its consistency, relative simplicity, and ease of comparison between datasets (both from other communities, and against ourselves should this survey be done again in the future). Benchmarking surveys like these typically take three or four months to complete after kickoff and are conducted in the following process:

1. Questionnaire development
2. Data collection
3. Data processing
4. Reporting

If approved in June, City staff will work with the survey provider to complete the reports in time for a new and improved strategic planning process in the fall.

Additional Library Research

This agenda item had been previously prepared to only include the Citizen and Business surveys, and within the last week, City Council has requested more in-depth research for community sentiment regarding the upcoming Library Millage. To that end, City Management has received a proposal from Cobalt Community Research for the provision of an additional short survey and a focus group dedicated specifically to Library research. That bid is attached to this agenda item, and would cost an additional \$10,250.

If approved by Council, the Library Research surveying and focus groups would take precedent over the Citizen and Business Surveys, and the findings would be available for City Council to review prior to making a decision as to the ballot language for the Library Millage.

Financial

In anticipation of performing business and citizen surveys, \$40,000 was budgeted in the General Fund for the 2021 Fiscal Year under account number 101.172.7801.100 – Professional Services – Special Studies and Research. This will cover the Citizen and Business surveys

To complete the Library portion of the survey, a budget amendment in the amount of \$11,000 for the Library Fund for Fiscal Year 2021 to account 271.790.7801.100 –Professional Service – Special Studies and Research will be necessary.



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Recommendation

City management recommends awarding a contract for Community Survey Consulting Services to COBALT COMMUNITY RESEARCH of Michigan *in the best interest of the City* for a not to exceed amount of \$18,000 for a residential survey including unforeseen contingencies; a not to exceed amount of \$12,000 for a business survey including unforeseen contingencies; and a not to exceed amount of \$11,000 for library research including unforeseen contingencies.

Legal Review

This item was submitted to the City Attorney for review pursuant to City Charter Section 3.17.

City of Troy, MI Agreement for Citizen Research 2020

May 20, 2020

Cobalt Community Research (Cobalt) is pleased to provide this contract for research collaboration between Cobalt and the City of Troy, MI (the Partner), having a business address of 500 W Big Beaver Rd, Troy, MI 48084, using the Cobalt Citizen Engagement and Priority Assessment SM. Cobalt Community Research (www.cobaltcommunityresearch.org) is a 501c3 nonprofit organization with a mission to provide research and educational tools that help schools, local governments and other nonprofit organizations thrive as changes emerge in the economic, demographic and social landscape. Cobalt's address is PO Box 416, Charlotte, MI 48813; (877) 888-0209; E-mail: wsaintamour@cobaltcommunityresearch.org

DELIVERABLES (SECTION 1)

Count	Component	Subtotal	Count	Component	Subtotal
1	Includes executive summary in PowerPoint, benchmarking questions, driver analysis, data entry, thermal-map/cross tab, national/regional benchmarks, remote follow-up with Partner	\$6,750		Non-English Version	
Additional Customization Modules/Options			Special Request:		
1	Budget Allocation Module (up to 10 service/program questions per module)	\$770	1	Online coding, branded landing page, and web link for completion online	Waived
1	Future Projects/Programs Module (up to 10 service/program questions per module)	\$770		Eblast distribution via email list provided by partner (3 waves) per 1,000 recipients	\$0
1	Communication Preference Module (up to 10 channel/mode questions per module)	\$770		Phone/text message invitation (1 wave) per 1,000 recipients	\$0
1	Custom Question Module (up to 10 service/program questions per module; generally questions from prior surveys, awareness, bond/millage development, potential policy changes)	\$770	2000	Mail Distribution: Production and postage for an initial mailing of up to a 6-page (3 sheet) survey with cover letter, plus a second mailing to those who have not responded. Includes business reply postage.	\$5,460
1	Open-Ended Questions	\$890		Append top 5 Mosaic Segments into Crosstabs	\$0
1	Added Demographic Questions for Filtering Results (up to 10 variables per question)	\$890		Include Community360™ Metrics Report	\$0
Total Cost: \$17,070.00					

Pricing valid for 60 days from the date of this document. 50% of quoted amount of the assessment engagement upon the signing of the contract. Remaining balance upon delivery of results.

This agreement includes all of the terms and conditions agreed to by the parties. Any changes to these terms and conditions must be made in writing and signed by both parties to be effective.

ACCEPTANCE

This agreement (Sections 1 and 2) shall be deemed accepted after it has been signed by a representative of the Partner and a representative of Cobalt. Acceptance may be made by facsimile and the agreement executed in one or more counterparts, each which when fully executed, shall be deemed to be an original, and all of which shall be deemed to be the same agreement.

Nondisclosure Statement: All materials contained in this agreement are the confidential and proprietary property of Cobalt Community Research. The information contained herein is provided by Cobalt Community Research for evaluation by the Partner. Dissemination to other parties is prohibited.

Authorized Representative



Cobalt Community Research, Executive Director

Date

May 20, 2020

Date

CONTRACTUAL TERMS AND CONDITIONS (SECTION II)

1. TERM OF CONTRACT

The contract shall be effective as of the date this agreement is signed by both parties. Unless terminated earlier as set forth in Section 5 below, the contract shall remain in full force and effect for a period of twelve (12) months (the "Initial Term").

2. COBALT' RESPONSIBILITIES

Cobalt shall provide the Services described in the Statement of Work in accordance with the terms and conditions of this Agreement. In the course of providing the Services, Cobalt shall deliver to Partner all deliverables arising from or related to the Services and agreed upon by the parties. Each Supplemental Statement of Work entered into by the parties shall be numbered sequentially (e.g. Statement of Work #1, etc.) and shall not be binding until signed by the authorized representative of each party. In the event of a conflict between any signed Statement of Work and this Agreement, the terms and conditions of this Agreement shall prevail. Any change in the scope of Services and Fees shall be agreed upon in writing by the parties.

Cobalt will assume responsibility for all contractual activities whether or not Cobalt performs them. Cobalt is the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. The Partner reserves the right to interview key personnel assigned by Cobalt to this project and to recommend reassignment of personnel deemed unsatisfactory by the Partner. Cobalt may delegate any duties under this contract to a subcontractor. If any part of the work is subcontracted, Cobalt shall identify upon written request the proposed subcontractor by firm name, address and contact person, and provide the Partner with a complete description of all work to be subcontracted together with descriptive information about the subcontractor's organization and ability to perform the work. Cobalt is responsible for ensuring that subcontractors adhere to all applicable provisions of the contract.

3. CONFIDENTIALITY

Cobalt and the Partner shall treat all information provided by one another as confidential. Except in the course of, and as necessary to, providing services pursuant to this agreement, neither party shall disclose any confidential information without the other party's consent, unless required by law. Prior to any such disclosure, if not otherwise prohibited by law, the party required to disclose shall notify the other party at least 5 days prior to the date that it intends to make such disclosure. Confidential information includes any and all documents, materials and information (whether oral or written, including electronic media format), including but not limited to member and resident data, client lists, fee schedules, and statements of policies, procedures, and business methods.

"Data", as used in this Section 3, means the information contained in assessment responses received from Partner's residents or members, but not the assessments themselves. The Partner agrees that identity information about individual assessment respondents will not be returned to the Partner to protect the confidentiality of the individuals who responded to the assessment. In addition, the Partner agrees to protect individual identities by protecting any data or analysis of data that allows individual identities to be determined. "Measurements", as used in this Section, means the deliverables to be delivered to Partner by Cobalt under any particular Statement of Work. The Partner shall own the Data and Measurements. Cobalt has the right to use the Partner's name in identifying best-in-class organizations that produce high satisfaction levels.

4. INDEMNIFICATION

Cobalt shall be held to the exercise of reasonable care in carrying out the provisions of the contract. The Partner agrees to indemnify, defend and hold harmless Cobalt, its trustees, officers, agents and employees from and against any and all claims, damages, losses, liabilities, suits, costs, charges, expenses (including, but not limited to reasonable attorney fees and court costs), judgments, fines and penalties, of any nature whatsoever, arising from the performance of duties under the contract, to the extent not attributable to negligence, willful misconduct, or unethical practice by Cobalt.

Cobalt warrants that it shall provide the Services in a diligent and workmanlike manner and shall employ due care and attention in providing the Services. However, Partner agrees that Cobalt shall not be liable on account of any errors, omissions, delays, or losses unless caused by Cobalt's gross negligence or willful misconduct. In no event shall either party be liable for indirect, special, or consequential damages. In no event shall the total aggregate liability of either party for any claims, losses, or damages arising under this agreement and services performed hereunder exceed the total charges paid to Cobalt during the term, even if the party has been advised of the possibility of such potential claim, loss, or damage. The foregoing limitation of liability and exclusion of certain damages shall apply regardless of the success or effectiveness of other remedies.

5. MODIFICATION AND CANCELLATION

The contract may not be modified, amended, extended, or augmented, except by a writing executed by the parties. Any change in services requested by the Partner may result in price changes by Cobalt. In the event that revised prices are not acceptable to the Partner, the contract may be canceled. Either party with 30-business days' written notice to the other may cancel the contract. In the event of cancellation by either party, the Partner shall be responsible for all fees due and payable under the contract as of the date of notice of termination.

6. GOVERNING LAW AND ARBITRATION

The contract shall be governed by and construed in accordance with the laws of the State of Michigan. In the event of any dispute, claim, question, or disagreement arising from or relating to the contract or the breach thereof, the parties shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 60 business days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any Michigan court having jurisdiction thereof.

7. PRICE AND PAYMENT TERMS

The Partner shall pay the fees identified in any Statement of Work(s) executed by the parties. Unless otherwise agreed to in a Statement of Work, Cobalt shall invoice Partner for Services at the beginning of the Term and upon delivery of results. Payment from the Partner shall be due upon receipt of the invoice. Adjustment for any billing errors or Partner credits shall be made monthly. Cobalt may apply a monthly delinquency charge on amounts not paid within 30 days of the date of the Partner's receipt of the invoice, which charge shall be equal to five percent (5%) of any unpaid amount. Partner agrees to pay any applicable taxes and any travel costs and professional fees that Cobalt may incur from Partner-requested travel.

8. ASSUMPTIONS

The Partner shall provide community contact data.

Cobalt cannot guarantee assessment response levels; however, a minimum of 300 completed assessments is required for accurate analysis. Cobalt (or the Partner if the Partner is mailing the assessment) will automatically conduct reminder mailings to ensure a minimum of 300, which provides a confidence interval of approximately +/- 5% with a 90% confidence. The Partner may designate a higher minimum.

Cobalt shall bill and the Partner agrees to pay all printing and mailing fees associated with a mailing, including postage.

The Partner is responsible for prompt review and response to draft questions and research materials that are in addition to the core assessment, and the Partner is responsible for prompt approval to release such research materials. If the Partner fails to notify Cobalt of project status or provide the contact data or approval or edits to research materials within 30 days of receipt from Cobalt, the partner agrees to pay Cobalt 50% of the remaining fees, and the project will go into an "inactive" status. The Partner has an additional 30 days to reactivate the project. If the project is not reactivated in that time, the project will be closed, and future work will be charged as a new project.

All research is subject to imprecision based on scope, sampling error, response error, etc. Assessment results have an overall margin of error, and the margin of error for subdivided data varies by question and is higher. All research is designed to reduce uncertainty, but it can never eliminate it. The Partner must evaluate all information thoroughly and independently and balance it with other sources of information, legal requirements, safety standards, and professional judgment before taking action based on research information.

9. TECHNICAL APPROACH

Cobalt will provide research services that comply with generally accepted research principles and that comply with the requirements of national services such as the ACSI. In addition, projects and services will be lead by Cobalt staff who have been certified by the Market Research Association's Professional Researcher Certification (PRC) program, which is endorsed by major national and international research organizations such as the AMA (American Marketing Association), the ARF (Advertising Research Foundation), CMOR (Council of Marketing and Opinion Research), IMRO (Interactive Marketing Research Organization), MRII (Marketing Research Institute International), the RIVA Training Institute and the Burke Institute.

10. ACCEPTANCE OF TERMS AND CONDITIONS

The failure of a party to insist upon strict adherence to any term of the contract shall not be considered a waiver or deprive the party of the right thereafter to insist upon strict adherence to that term, or any other term, of the contract. Each provision of the contract shall be deemed to be severable from all other provisions of the contract and, if one or more of the provisions of the contract shall be declared invalid, the remaining provisions of the contract shall remain in full force and effect.

11. NOTICE

Any notice required or permitted to be made or given by either party hereto pursuant to this Agreement shall be in writing and shall be deemed effective if sent by such party to the other party by mail, overnight delivery, postage or other delivery charges prepaid, to the addresses set forth above, and to the attention of the Executive Director for Cobalt and Partner's designated contact person. Either party may change its address by giving notice to the other party stating its desire to so change its address.

12. SURVIVAL.

Sections 3, 4, 6 and this Section 12 shall survive the termination of this Agreement.

PROCESS

Cobalt proposes a five-step process for the development of the assessment.

Step 1 – Kick-off Discussions:

This preliminary step aims at refining the objectives, scope, timeline, and key deliverables for the project. Informational needs are confirmed. The sampling methodology will also be finalized during this step.

Step 2 – Questionnaire Development:

Based on the input received during Step 1, Cobalt will develop supplemental questions to be added to the core questionnaire, which will be presented and discussed with the project lead to ensure that the questions included in the assessment are aligned with community needs.

Step 3 – Assessment Deployment:

Cobalt publishes the assessment via web and also in the manner determined by the Partner (mailings, Eblast, Internet only, phone). Cobalt collects and codes the responses.

Step 4 – Modeling & Analysis:

Cobalt will analyze the data using Cobalt's proprietary methodology, which quantifies the relationships between the various elements of the assessment.

Step 5 – Reporting:

Findings will be communicated to the project lead and other key decision makers by teleconference or webinar. A summary report in PowerPoint will be provided to the project lead. Access to detailed results will be provided to the project lead through a secure online portal or through supplemental analysis in MS Excel.

TIMELINE

Data collection, coding, analysis and review with the Partner typically takes 6-8 weeks from the date the survey instrument is approved by the Partner.

City of Troy, MI Agreement for Business Community Research 2020 May 20, 2020

Cobalt Community Research (Cobalt) is pleased to provide this contract for research collaboration between Cobalt and the City of Troy, MI (the Partner), having a business address of 500 W Big Beaver Rd, Troy, MI 4808. Cobalt Community Research (www.cobaltcommunityresearch.org) is a 501c3 nonprofit organization with a mission to provide research and educational tools that help schools, local governments and other nonprofit organizations thrive as changes emerge in the economic, demographic and social landscape. Cobalt’s business address is P.O. Box 416, Charlotte, MI 48813. Phone: (877) 888-0209. E-mail: wsaintamour@cobaltcommunityresearch.org

DELIVERABLES (SECTION 1)

Count	Component	Subtotal	Count	Component	Subtotal
1	Includes up to 2 pages (1 sheet) of custom questions which may include awareness, opinion, budget priority, future projects, communication preference, general demographic questions, policy questions; NPS and ACSI Overall benchmarking questions; executive summary in PowerPoint; driver analysis, data entry, thermal-map/cross tab, remote follow-up with Partner	\$6,500		Special requests:	
2	Additional pages	\$2,800	1	Landing page and web link for completion online	Waived
	Set of 2 business work groups/focus groups (partner provides location and recruits participants)	\$0		Eblast distribution via email list provided by partner (3 waves) per 1,000 recipients	\$0
	One-time set up and reporting out of all work groups/focus groups	\$0		Phone/text message invitation (1 wave) per 1,000 recipients	\$0
	Onsite visit for staff review/staff meetings (excludes air and hotel costs) (Per half day)	\$0	2000	Mail Distribution: Production and postage for a mailing of invitation letter directing businesses to the project landing page	\$1,500
	Non-English Version	\$0		Include Community360™ Metrics Report	\$0
Total Cost: \$10,800.00					

Pricing valid for 60 days from the date of this document. 50% of quoted amount of the assessment engagement upon the signing of the contract. Remaining balance upon delivery of results.

This agreement includes all of the terms and conditions agreed to by the parties. Any changes to these terms and conditions must be made in writing and signed by both parties to be effective.

ACCEPTANCE

This agreement (Sections 1 and 2) shall be deemed accepted after it has been signed by a representative of the Partner and a representative of Cobalt. Acceptance may be made by facsimile and the agreement executed in one or more counterparts, each which when fully executed, shall be deemed to be an original, and all of which shall be deemed to be the same agreement.

Nondisclosure Statement: All materials contained in this agreement are the confidential and proprietary property of Cobalt Community Research. The information contained herein is provided by Cobalt Community Research for evaluation by the Partner. Dissemination to other parties is prohibited.

Authorized Representative


Cobalt Community Research, Executive Director

Date

May 20, 2020
Date

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Cobalt will assume responsibility for all contractual activities whether or not Cobalt performs them. Cobalt is the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. The Partner reserves the right to interview key personnel assigned by Cobalt to this project and to recommend reassignment of personnel deemed unsatisfactory by the Partner. Cobalt may delegate any duties under this contract to a subcontractor. If any part of the work is subcontracted, Cobalt shall identify upon written request the proposed subcontractor by firm name, address and contact person, and provide the Partner with a complete description of all work to be subcontracted together with descriptive information about the subcontractor's organization and ability to perform the work. Cobalt is responsible for ensuring that subcontractors adhere to all applicable provisions of the contract.

3. CONFIDENTIALITY

Cobalt and the Partner shall treat all information provided by one another as confidential. Except in the course of, and as necessary to, providing services pursuant to this agreement, neither party shall disclose any confidential information without the other party's consent, unless required by law. Prior to any such disclosure, if not otherwise prohibited by law, the party required to disclose shall notify the other party at least 5 days prior to the date that it intends to make such disclosure. Confidential information includes any and all documents, materials and information (whether oral or written, including electronic media format), including but not limited to member and resident data, client lists, fee schedules, and statements of policies, procedures, and business methods.

"Data", as used in this Section 3, means the information contained in assessment responses received from Partner's residents or members, but not the assessments themselves. The Partner agrees that identity information about individual assessment respondents will not be returned to the Partner to protect the confidentiality of the individuals who responded to the assessment. In addition, the Partner agrees to protect individual identities by protecting any data or analysis of data that allows individual identities to be determined. "Measurements", as used in this Section, means the deliverables to be delivered to Partner by Cobalt under any particular Statement of Work. The Partner shall own the Data and Measurements. Partner hereby grants to Cobalt a perpetual, non-exclusive, royalty free, fully paid-up, worldwide license, with the right to sublicense, to use such Data and Measurements in the performance of the Services and in the creation of indices which are compiled from aggregated Data and Measurements (the "Aggregated Indices"). The Aggregated Indices will contain Partner's Data and Measurements; however, the Aggregated Indices will not contain individually identifiable data regarding Partner or its residents/members and will not allow a user thereof to ascertain or otherwise isolate data regarding the Partner or its residents or members. Cobalt shall not publish or disclose to any third party Partner's individual Data or Measurements without the prior written consent of Partner. Partner shall have no ownership interest in the Aggregated Indices. Cobalt has the right to use Partner's name in describing the participants of the Aggregated Indices. In addition, Cobalt has the right to use the Partner's name in identifying best-in-class organizations that produce high satisfaction levels.

4. INDEMNIFICATION

Cobalt shall be held to the exercise of reasonable care in carrying out the provisions of the contract. The Partner agrees to indemnify, defend and hold harmless Cobalt, its trustees, officers, agents and employees from and against any and all claims, damages, losses, liabilities, suits, costs, charges, expenses (including, but not limited to reasonable attorney fees and court costs), judgments, fines and penalties, of any nature whatsoever, arising from the performance of duties under the contract, to the extent not attributable to negligence, willful misconduct, or unethical practice by Cobalt.

Cobalt warrants that it shall provide the Services in a diligent and workmanlike manner and shall employ due care and attention in providing the Services. However, Partner agrees that Cobalt shall not be liable on account of any errors, omissions, delays, or losses unless caused by Cobalt's gross negligence or willful misconduct. In no event shall either party be liable for indirect, special, or consequential damages. In no event shall the total aggregate liability of either party for any claims, losses, or damages arising under this agreement and services performed hereunder exceed the total charges paid to Cobalt during the term, even if the party has been advised of the possibility of such potential claim, loss, or damage. The foregoing limitation of liability and exclusion of certain damages shall apply regardless of the success or effectiveness of other remedies.

5. MODIFICATION AND CANCELLATION

The contract may not be modified, amended, extended, or augmented, except by a writing executed by the parties. Any change in services requested by the Partner may result in price changes by Cobalt. In the event that revised prices are not acceptable to the Partner, the contract may be canceled. Either party with 30-business days' written notice to the other may cancel the

contract. In the event of cancellation by either party, the Partner shall be responsible for all fees due and payable under the contract as of the date of notice of termination.

6. GOVERNING LAW AND ARBITRATION

The contract shall be governed by and construed in accordance with the laws of the State of Michigan. In the event of any dispute, claim, question, or disagreement arising from or relating to the contract or the breach thereof, the parties shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 60 business days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any Michigan court having jurisdiction thereof.

7. PRICE AND PAYMENT TERMS

The Partner shall pay the fees identified in any Statement of Work(s) executed by the parties. Unless otherwise agreed to in a Statement of Work, Cobalt shall invoice Partner for Services at the beginning of the Term and upon delivery of results. Payment from the Partner shall be due upon receipt of the invoice. Adjustment for any billing errors or Partner credits shall be made monthly. Cobalt may apply a monthly delinquency charge on amounts not paid within 30 days of the date of the Partner's receipt of the invoice, which charge shall be equal to five percent (5%) of any unpaid amount. Partner agrees to pay any applicable taxes and any travel costs and professional fees that Cobalt may incur from Partner-requested travel.

8. ASSUMPTIONS

Unless otherwise agreed to in the statement of work, the Partner shall provide contact data using the Cobalt Contact Template in MS Excel.

Cobalt cannot guarantee assessment response levels; however, a minimum of 100 completed assessments is required for accurate analysis. Cobalt (or the Partner if the Partner is mailing the assessment) will automatically conduct reminder mailings to ensure a minimum of 100, which provides a confidence interval of approximately +/- 3.3% with a 90% confidence. The Partner may designate a higher minimum.

Cobalt shall bill and the Partner agrees to pay all printing and mailing fees associated with a mailing, including postage.

The Partner is responsible for prompt review and response to draft questions and research materials, and the Partner is responsible for prompt approval to release such research materials. If the Partner fails to notify Cobalt of project status or provide the contact data or approval or edits to research materials within 30 days of receipt from Cobalt, the partner agrees to pay Cobalt 50% of the remaining fees, and the project will go into an "inactive" status. The Partner has an additional 30 days to reactivate the project. If the project is not reactivated in that time, the project will be closed, and future work will be charged as a new project.

All research is subject to imprecision based on scope, sampling error, response error, etc. Assessment results have an overall margin of error, and the margin of error for subdivided data varies by question and is higher. All research is designed to reduce uncertainty, but it can never eliminate it. The Partner must evaluate all information thoroughly and independently and balance it with other sources of information, legal requirements, safety standards, and professional judgment before taking action based on research information.

9. TECHNICAL APPROACH

Cobalt will provide research services that comply with generally accepted research principles and that comply with the requirements of national services such as the ACSI. In addition, projects and services will be lead by Cobalt staff certified by the Market Research Association's Professional Researcher Certification (PRC) program, which is endorsed by major national and international research organizations such as the AMA (American Marketing Association), the ARF (Advertising Research Foundation), CMOR (Council of Marketing and Opinion Research), IMRO (Interactive Marketing Research Organization), MRII (Marketing Research Institute International), the RIVA Training Institute and the Burke Institute.

10. ACCEPTANCE OF TERMS AND CONDITIONS

The failure of a party to insist upon strict adherence to any term of the contract shall not be considered a waiver or deprive the party of the right thereafter to insist upon strict adherence to that term, or any other term, of the contract. Each provision of the contract shall be deemed to be severable from all other provisions of the contract and, if one or more of the provisions of the contract shall be declared invalid, the remaining provisions of the contract shall remain in full force and effect.

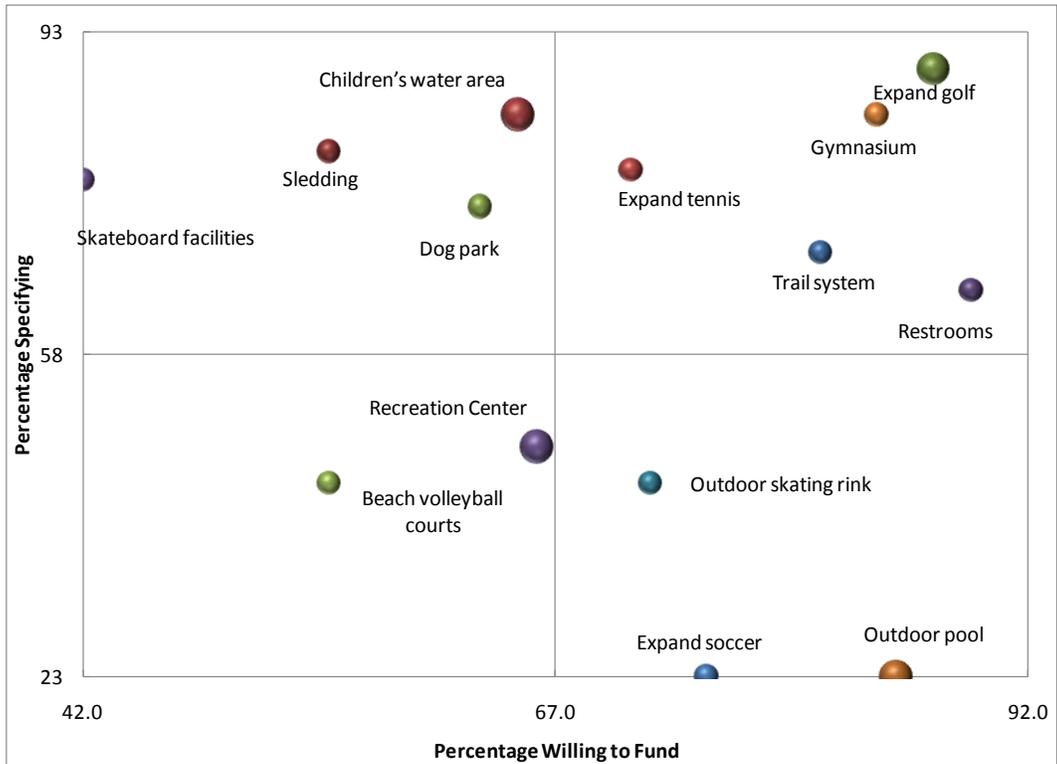
11. NOTICE

Any notice required or permitted to be made or given by either party hereto pursuant to this Agreement shall be in writing and shall be deemed effective if sent by such party to the other party by mail, overnight delivery, postage or other delivery charges prepaid, to the addresses set forth above, and to the attention of the Executive Director for Cobalt and Partner's designated contact person. Either party may change its address by giving notice to the other party stating its desire to so change its address.

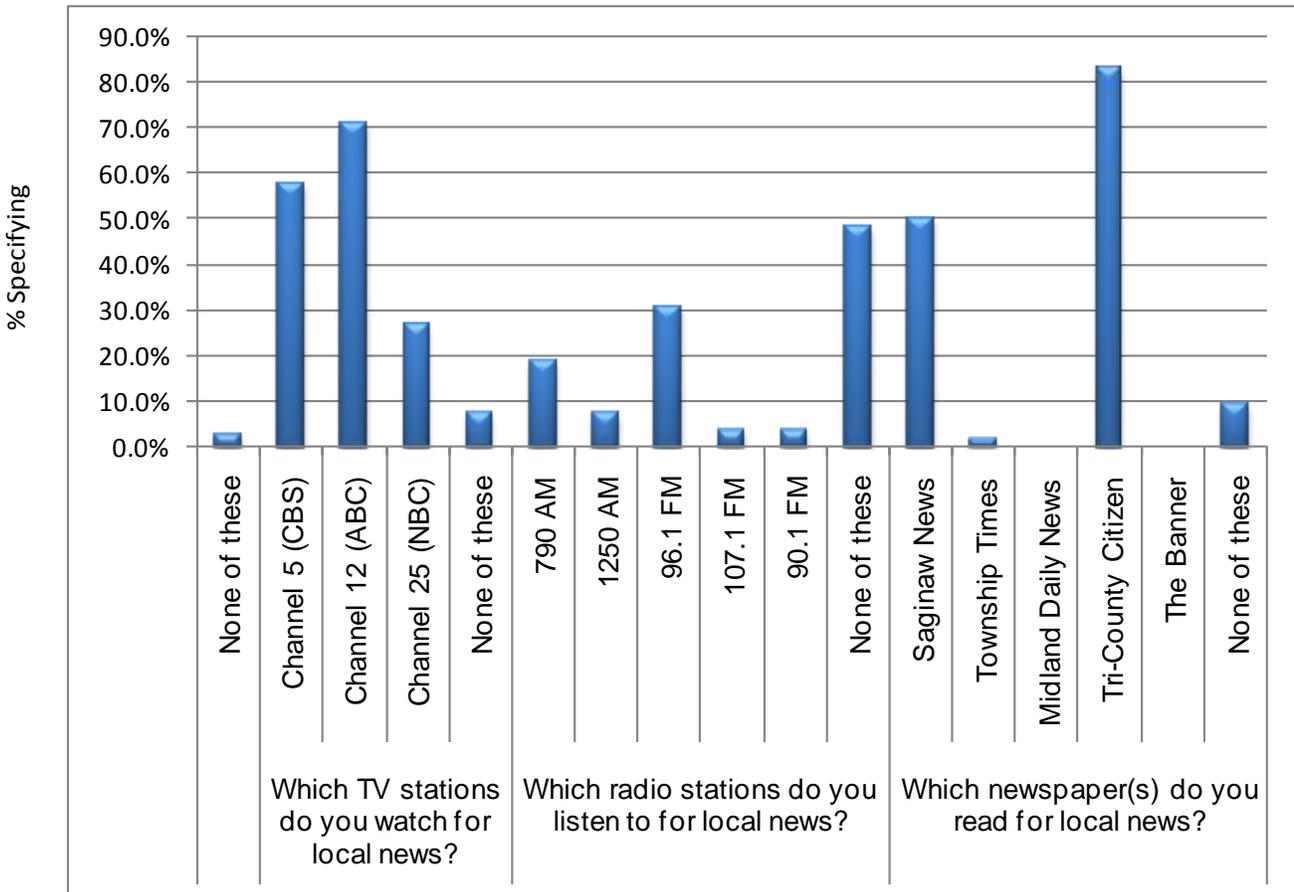
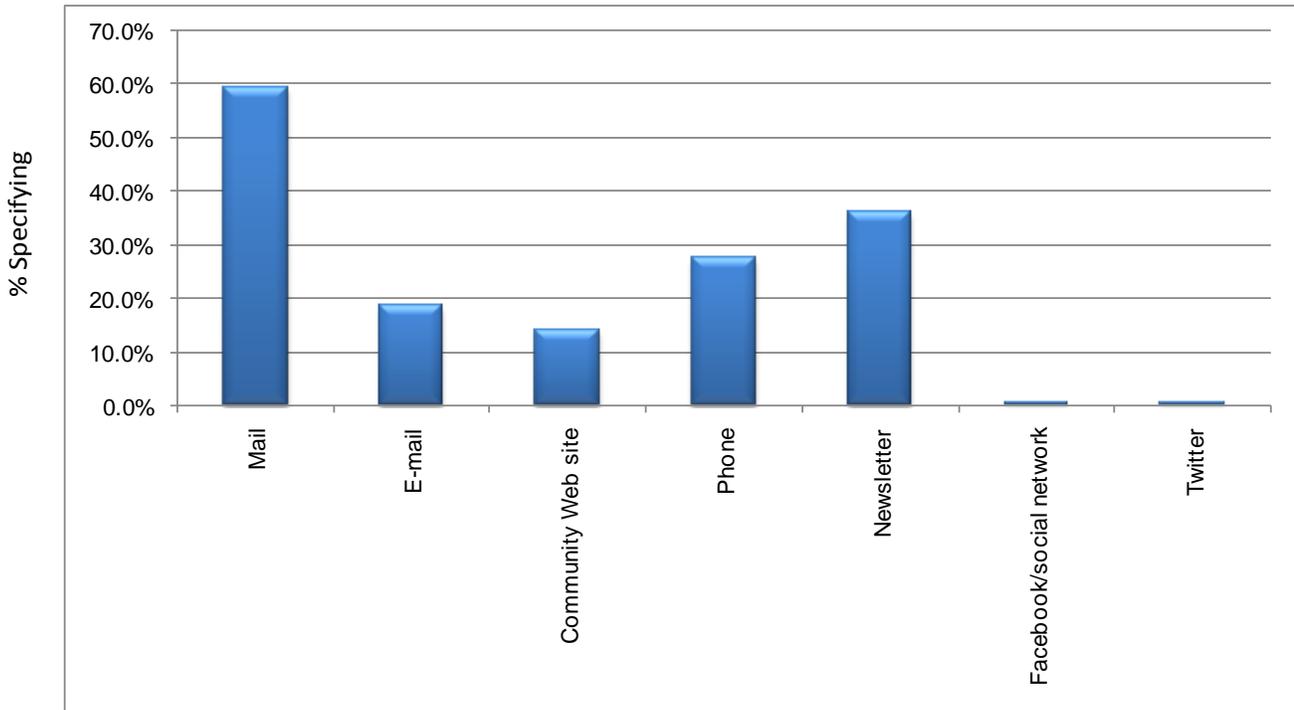
12. SURVIVAL.

Sections 3, 4, 6 and this Section 12 shall survive the termination of this Agreement.

Future Programs Analysis: The Partner may add questions specific to the planning process. The illustration below provides an example of a future project/program module to engage the community in important decisions on which potential future projects, programs and services they would like to see implemented. Bubble size is determined by Partner-provided expenditure data. As with the priority analysis, results can be broken down by demographic group and thermal mapped.



Communication Preference Module: This customized module provides data on preferred modes of communication and which media channels respondents use for local news and community information.



PROCESS

Cobalt proposes a five-step process for the development of the assessment.

Step 1 – Kick-off Discussions:

This preliminary step aims at refining the objectives, scope, timeline, and key deliverables for the project. Informational needs are confirmed. The collection methodology will also be finalized during this step.

Step 2 – Questionnaire Development:

Based on the input received during Step 1, Cobalt will develop questions to be added to the questionnaire, which will be presented and discussed with the project lead to ensure that the questions included in the assessment are aligned with organizational needs.

Step 3 – Assessment Deployment:

Cobalt publishes the assessment via web and also in the manner determined by the Partner (mailings, Eblast, Internet only, phone). Cobalt collects and codes the responses.

Step 4 – Modeling & Analysis:

Cobalt will analyze the data and develop modeling using Cobalt's proprietary methodology, which quantifies the relationships between the various elements of the assessment.

Step 5 – Reporting:

Findings will be communicated to the project lead and other key decision makers. A summary report in PowerPoint and detailed cross tabs will be provided to the project lead.

PROPOSED TIMELINE

Week 1: Kickoff meeting online to set up project and drive first draft of the survey and eblast/newsletter language for City review. Note in City newsletter to watch for the coming engagement study.

Week 2: Iterate on survey drafts to reach final version. Create landing page hosted by Cobalt. Publish electronic survey.

Week 3: Landing page shared by City and other stakeholder organizations to the business community via email and other modes of communication available to them. Data collection begins. Cobalt begins reporting response count weekly.

Week 4: Reminder messages sent to business community.

Week 5: Final call message sent to business community. (Optional) Cobalt sends out letter to a sample of businesses as an invitation to take the survey. Prior responses scrubbed out as much as possible. If City desires, Cobalt also can send out a separate eblast to addresses provided by the City.

Week 6: Close survey, begin analysis

Week 8: Review draft results with the City project team and key internal groups. Finalize report and schedule City Council review, if required.

City of Troy, MI Agreement for Library Research 2020

June 16, 2020

Cobalt Community Research (Cobalt) is pleased to provide this contract for research collaboration between Cobalt and the City of Troy, MI (the Partner), having a business address of 500 W Big Beaver Rd, Troy, MI 48084. Cobalt Community Research (www.cobaltcommunityresearch.org) is a 501c3 nonprofit organization with a mission to provide research and educational tools that help schools, local governments and other nonprofit organizations thrive as changes emerge in the economic, demographic and social landscape. Cobalt's address is PO Box 416, Charlotte, MI 48813; (877) 888-0209; E-mail: wsaintamour@cobaltcommunityresearch.org

DELIVERABLES (SECTION 1)

Count	Component	Subtotal	Count	Component	Subtotal
1	Includes up to 2 pages (1 sheet) of custom questions to support library planning which may include support for millage renewal options, prioritization of amenities, community experience/satisfaction, awareness, potential future services/programs, general demographic questions, etc. Executive summary in PowerPoint; data entry if needed, thermal-map/cross tab, verbatim comments, remote or in-person follow-up with Partner	\$6,500		Special requests:	
	Additional pages (2 sheets)	\$0	1	Online coding, branded web landing page, and web link for completion online	Waived
	Set of 2 work groups/focus groups (partner provides location and recruits participants)	\$0		Eblast distribution via email list provided by partner (3 waves) per 1,000 recipients	\$0
	One-time set up and reporting out of all work groups/focus groups	\$0		Phone/text message invitation (1 wave) per 1,000 recipients	\$0
1	Onsite visit for staff review/staff meetings (excludes air and hotel costs) (Per half day)	Waived	3000	Mail Distribution: Production and postage for an initial mailing of up to a 2-page 1 sheet) survey with cover letter. Includes business reply postage.	\$3,750
	Non-English Version	\$0		Include Community360™ Metrics Report	\$0
Total Cost: \$10,250.00					

Data will be provided to the City by August 3, 2020. Pricing valid for 60 days from the date of this document. 50% of quoted amount of the assessment engagement upon the signing of the contract. Remaining balance upon delivery of results.

This agreement includes all of the terms and conditions agreed to by the parties. Any changes to these terms and conditions must be made in writing and signed by both parties to be effective.

ACCEPTANCE

This agreement (Sections 1 and 2) shall be deemed accepted after it has been signed by a representative of the Partner and a representative of Cobalt. Acceptance may be made by facsimile and the agreement executed in one or more counterparts, each which when fully executed, shall be deemed to be an original, and all of which shall be deemed to be the same agreement.

Nondisclosure Statement: All materials contained in this agreement are the confidential and proprietary property of Cobalt Community Research. The information contained herein is provided by Cobalt Community Research for evaluation by the Partner. Dissemination to other parties is prohibited.

Authorized Representative



Cobalt Community Research, Executive Director

Date

June 16, 2020

Date

CONTRACTUAL TERMS AND CONDITIONS (SECTION II)

1. TERM OF CONTRACT

The contract shall be effective as of the date this agreement is signed by both parties. Unless terminated earlier as set forth in Section 5 below, the contract shall remain in full force and effect for a period of twelve (12) months (the "Initial Term").

2. COBALT' RESPONSIBILITIES

Cobalt shall provide the Services described in the Statement of Work in accordance with the terms and conditions of this Agreement. In the course of providing the Services, Cobalt shall deliver to Partner all deliverables arising from or related to the Services and agreed upon by the parties. Each Supplemental Statement of Work entered into by the parties shall be numbered sequentially (e.g. Statement of Work #1, etc.) and shall not be binding until signed by the authorized representative of each party. In the event of a conflict between any signed Statement of Work and this Agreement, the terms and conditions of this Agreement shall prevail. Any change in the scope of Services and Fees shall be agreed upon in writing by the parties.

Cobalt will assume responsibility for all contractual activities whether or not Cobalt performs them. Cobalt is the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. The Partner reserves the right to interview key personnel assigned by Cobalt to this project and to recommend reassignment of personnel deemed unsatisfactory by the Partner. Cobalt may delegate any duties under this contract to a subcontractor. If any part of the work is subcontracted, Cobalt shall identify upon written request the proposed subcontractor by firm name, address and contact person, and provide the Partner with a complete description of all work to be subcontracted together with descriptive information about the subcontractor's organization and ability to perform the work. Cobalt is responsible for ensuring that subcontractors adhere to all applicable provisions of the contract.

3. CONFIDENTIALITY

Cobalt and the Partner shall treat all information provided by one another as confidential. Except in the course of, and as necessary to, providing services pursuant to this agreement, neither party shall disclose any confidential information without the other party's consent, unless required by law. Prior to any such disclosure, if not otherwise prohibited by law, the party required to disclose shall notify the other party at least 5 days prior to the date that it intends to make such disclosure. Confidential information includes any and all documents, materials and information (whether oral or written, including electronic media format), including but not limited to member and resident data, client lists, fee schedules, and statements of policies, procedures, and business methods.

"Data", as used in this Section 3, means the information contained in assessment responses received from Partner's residents or members, but not the assessments themselves. The Partner agrees that identity information about individual assessment respondents will not be returned to the Partner to protect the confidentiality of the individuals who responded to the assessment. In addition, the Partner agrees to protect individual identities by protecting any data or analysis of data that allows individual identities to be determined. "Measurements", as used in this Section, means the deliverables to be delivered to Partner by Cobalt under any particular Statement of Work. The Partner shall own the Data and Measurements. Cobalt has the right to use the Partner's name in identifying best-in-class organizations that produce high satisfaction levels.

4. INDEMNIFICATION

Cobalt shall be held to the exercise of reasonable care in carrying out the provisions of the contract. Cobalt warrants that it shall provide the Services in a diligent and workmanlike manner and shall employ due care and attention in providing the Services. However, Partner agrees that Cobalt shall not be liable on account of any errors, omissions, delays, or losses unless caused by Cobalt's gross negligence or willful misconduct. In no event shall either party be liable for indirect, special, or consequential damages. In no event shall the total aggregate liability of either party for any claims, losses, or damages arising under this agreement and services performed hereunder exceed the total charges paid to Cobalt during the term, even if the party has been advised of the possibility of such potential claim, loss, or damage. The foregoing limitation of liability and exclusion of certain damages shall apply regardless of the success or effectiveness of other remedies.

5. MODIFICATION AND CANCELLATION

The contract may not be modified, amended, extended, or augmented, except by a writing executed by the parties. Any change in services requested by the Partner may result in price changes by Cobalt. In the event that revised prices are not acceptable to the Partner, the contract may be canceled. Either party with 30-business days' written notice to the other may cancel the contract. In the event of cancellation by either party, the Partner shall be responsible for all fees due and payable under the contract as of the date of notice of termination.

6. GOVERNING LAW AND ARBITRATION

The contract shall be governed by and construed in accordance with the laws of the State of Michigan. In the event of any dispute, claim, question, or disagreement arising from or relating to the contract or the breach thereof, the parties shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good

faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 60 business days, then, upon notice by either party to the other, all disputes, claims, questions, or differences may be entered in any Michigan court having jurisdiction thereof.

7. PRICE AND PAYMENT TERMS

The Partner shall pay the fees identified in any Statement of Work(s) executed by the parties. Unless otherwise agreed to in a Statement of Work, Cobalt shall invoice Partner for Services at the beginning of the Term and upon delivery of results. Payment from the Partner shall be due upon receipt of the invoice. Adjustment for any billing errors or Partner credits shall be made monthly. Cobalt may apply a monthly delinquency charge on amounts not paid within 60 days of the date of the Partner's receipt of the invoice, which charge shall be equal to five percent (5%) of any unpaid amount. Partner agrees to pay any applicable taxes and any travel costs and professional fees that Cobalt may incur from Partner-requested travel.

8. ASSUMPTIONS

The Partner shall provide community contact data.

Cobalt cannot guarantee assessment response levels; however, a minimum of 300 completed assessments is required for accurate analysis. Cobalt (or the Partner if the Partner is mailing the assessment) will automatically conduct reminder mailings to ensure a minimum of 300, which provides a confidence interval of approximately +/- 5% with a 90% confidence. The Partner may designate a higher minimum.

Cobalt shall bill and the Partner agrees to pay all printing and mailing fees associated with a mailing, including postage, if production services are requested by the Partner in addition to those specified in Section 1.

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Cobalt will analyze the data using Cobalt's proprietary methodology, which quantifies the relationships between the various elements of the assessment.

Step 5 – Reporting:

Findings will be communicated to the project lead and other key decision makers by teleconference or webinar. A summary report in PowerPoint will be provided to the project lead. Access to detailed results will be provided to the project lead through a secure online portal or through supplemental analysis in MS Excel. Findings will be presented in person on a date mutually agreed to.

TIMELINE

Data collection, coding, analysis and review with the Partner typically takes 4-5 weeks from the date the survey instrument is approved by the Partner. Results will be provided to the City by August 3.