



**LAW OFFICE OF PAUL E. BURNS**

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**ATTORNEY-CLIENT PRIVILEGED CONFIDENTIAL COMMUNICATION**

June 4, 2015

**VIA ELECTRONIC MAIL**

Northfield Township Board of Trustees  
Township of Northfield  
8350 Main Street, Suite A  
Whitmore Lake, Michigan 48189

Re: Proposed Contract with Cobalt Community Research

Dear Trustees,

Please find attached hereto the proposed contract with Cobalt Community Research ("Cobalt"), as currently proposed by Cobalt. Our office has been negotiating with Cobalt to revise the contract to remove sections that are not appropriate in a municipal context. Please be advised that our office has just received this draft, and that Manager Fink has not yet been given an opportunity to review it. For those reasons, the draft may have further changes before the Board of Trustees meeting next Tuesday, but this represents the progress of negotiations to date.

Please contact our office if you have any questions in this regard.

Very truly yours,

Bradford L. Maynes

cc: Mr. Howard Fink

## Northfield Township Agreement for Research

June 4, 2015

Cobalt Community Research (Cobalt) is pleased to provide this contract for research collaboration between Cobalt and Northfield Township, (the Partner), having a business address of 8350 Main St., Whitmore Lake, MI 48189. Cobalt Community Research ([www.cobaltcommunityresearch.org](http://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 is located at 1134 Municipal Way, Lansing, Michigan 48917; (877) 888-0209; F: (517) 703-9704; E-mail: [wsaintamour@cobaltcommunityresearch.org](mailto:wsaintamour@cobaltcommunityresearch.org)

### DELIVERABLES (SECTION 1)

Count	Core Package	Subtotal
1	Includes administration, meetings, correspondence, planning, executive summary in MS PowerPoint, up to 2 sheets (4 pages) of custom questions (which can include budget priority analysis, future projects, communication preference, etc), demographic questions, detailed cross-tabs with thermal mapping, raw data, phone-based follow-up with Partner on draft results, onsite presentation of final results	\$ 6,497
<b>Additional Modules and Options(See reference for Examples)</b>		
	Additional Pages: <b>\$1000 per page</b>	\$ -
	Non-English Versions: <b>\$650 per translation</b>	\$ -
	Follow-up Citizen Work Groups/Focus Groups (Partner provides location and recruits participants): <b>\$1,200</b>	\$ -
<b>Distribution</b>		
1	Web link for completion online (included) <b>\$ Waived</b>	\$ -
	Eblast distribution via email list provided by partner (3 waves): <b>\$100 per 1,000 recipients</b>	\$ -
1	Mail distribution: Production and 1st class postage for an initial mailing to 6,245 voters of the assessment with cover letter, a second mailing of the assessment to those who have not responded, data entry, and business reply postage. <b>Cost: \$10,335.</b>	\$ 10,335
<b>Total Quote</b>		<b>\$16832</b>

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 4, 2015

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

"Data", as used in this Section 3, means the information contained in assessment responses received from the 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 shall not publish or disclose to any third party individual Data or Measurements without the prior written consent of the Partner.

## 4. LIMITATION OF LIABILITY

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.

## 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 contact data unless provision of such data is assigned to Cobalt in the statement of work.

Cobalt cannot guarantee assessment response levels; however, a minimum of 350 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 350, which provides a confidence interval of approximately +/- 5% with a 95% confidence. The Partner may designate a higher minimum. (Based on the number of individuals who will receive a survey, the actual expected return will likely exceed 600.)

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 90 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 90 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. 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