

**SERVICES AGREEMENT WITH THE OFFICE FOR SURVEY RESEARCH AT  
MICHIGAN STATE UNIVERSITY**

Thank you for your request for services from the Office for Survey Research (OSR) at Michigan State University.

1. **Purpose.** The University, through IPPSR/OSR, will perform the services and provide the deliverables described in Exhibit A.
2. **Payment.** You agree to pay, when you receive an invoice, the sum of money specified on Exhibit A.
3. **Confidentiality.** "Confidential Information" means any materials, written information, and data marked "Confidential" that you provide. If you provide material verbally that you want treated as confidential, you must write down that information, mark it as Confidential, and forward it to the OSR within 30 days of first sharing the information. Confidential Information does not include information in the public domain or independently known or obtained by the University. The University agrees to treat your Confidential Information with the same degree of care that it uses to protect its own confidential information, and, to the extent allowed by law, keep the Confidential Information confidential for a period of three (3) years from the termination date of this agreement.
4. **Intellectual Property.** Any intellectual property you provide to OSR will remain your intellectual property. Any intellectual property that OSR provides to the project will remain the intellectual property of the University. Any copyrighted deliverables provided to you under this agreement will be considered Works for Hire and become your property upon payment in full.
5. **Export Control.** You may not provide any export controlled data or materials to the University without the University agreeing in writing in advance.
6. **Termination.** Either you or the University may terminate this agreement by giving 10 days written notice to the other. You will pay all reasonable costs and non-cancelable obligations (i.e., graduate student appointments, equipment ordered specifically for a project, etc) incurred by the University at the time of the termination. At your request and expense, the University will return to you or destroy all unused material provided by you.
7. **Independent Contractor.** The University is an independent contractor providing services to you. You and the University do not have the relationship of partners, joint venturers, principals or agents.
8. **Liability.** IN NO EVENT WILL THE UNIVERSITY BE RESPONSIBLE FOR ANY DAMAGES OR PENALTIES RESULTING FROM THE UNIVERSITY'S FAILURE TO PROVIDE, OR DELAY IN PROVIDING, THE SERVICES OR DELIVERABLES. IF A SERVICE OR DELIVERABLE IS FOUND, WITHIN SIX MONTHS OF INVOICE, TO BE SUBSTANTIALLY DEFECTIVE, THE UNIVERSITY WILL CORRECT THE DEFECTIVE PORTION OF THE SERVICE OR DELIVERABLE AT NO COST TO YOU. THIS IS YOUR SOLE AND EXCLUSIVE REMEDY UNDER THIS AGREEMENT. THE SERVICES AND DELIVERABLES ARE PROVIDED "AS IS" AND UNIVERSITY EXPRESSLY DISCLAIMS ANY WARRANTIES EXISTING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, THOSE WHICH ARE EXPRESS OR IMPLIED, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL THE UNIVERSITY BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER, NOR WILL THE UNIVERSITY'S AGGREGATE LIABILITY TO YOU EVER EXCEED THE AMOUNT PAID BY YOU UNDER THIS AGREEMENT.
9. **Conditions Beyond Control.** You and/or the University will be excused from the obligations of this agreement if the performance is delayed or prevented by circumstances (except financial) reasonably beyond control, including, but not limited to, by fire, lack of water, labor or materials, storm, flood, war, rebellion, insurrection, riot, strike, differences with workmen, failure of carriers to transport or furnish facilities for transportation, as a result of some order, requisition or necessity of government, mechanical breakdown, plant shut down, and unavailability of raw materials.

10. **General.** This agreement is non-assignable and non-transferable. The State of Michigan's laws apply to this agreement, excluding its choice of law provisions. This agreement, with its Exhibit A, is the entire agreement between the parties and can only be modified in a written change signed by both you and the University.

**IPPSR**  
**MICHIGAN STATE UNIVERSITY**

By: \_\_\_\_\_

Its: **Matt Grossmann, IPPSR Director**

Date: \_\_\_\_\_

**OSR**  
**MICHIGAN STATE UNIVERSITY**

By: Linda Stork

Its: **Linda Stork, OSR Director**

Date: 6/28/17

**City of Ann Arbor**

By: \_\_\_\_\_

**Christopher Taylor, Mayor (Date)**

By: \_\_\_\_\_

**Jacqueline Beaudry, City Clerk (Date)**

**Approved as to Substance**

\_\_\_\_\_  
**Howard S. Lazarus, City Administrator**

**Approved as to Form**

\_\_\_\_\_  
**Stephen K. Postema, City Attorney**

Daniel T. Evon  
**Daniel T. Evon, Director**  
**Contract & Grant Administration**  
**Michigan State University**

6/28/17

## EXHIBIT A- STATEMENT OF WORK

On behalf of the City of Ann Arbor and their Deer Management program, the Office for Survey Research (OSR) will provide the following services:

1. Consult on the design of a web survey instrument (10-15 items), program the instrument in Qualtrics, load voter registration sample (received from the client), and invite residents to participate in the web survey.
2. OSR will complete any necessary IRB paperwork with MSU.
3. OSR will make a good faith effort to gather survey data that is fit for purpose from approximately 1100 residents, with approximately 220 in each of five wards. (Based on our experience from the 2017 survey, we learned that response was lower than originally expected, but the reduced number of completes could provide adequate representation and was fit for purpose.)
4. OSR is targeting a start date of December 1, 2017, to design and program the 2018 survey instrument. A tentative data collection schedule will be provided before the start of the study. Similarly, we will start on December 1, 2018 to design and program the 2019 survey instrument.
5. OSR will monitor the quality control of the mailings and web data collection.
6. Data collection will take approximately eight weeks depending on the response rate. The data collection period will start earlier than the 2017 study and will run from approximately February 12, 2018 through April 16, 2018. A similar data collection period will be established for 2019.
7. OSR will prepare, print and mail up to 6,700 pre-notification letters to residents and invite them to participate in the web survey. We will also mail a reminder postcard. We anticipate approximately 15% response.
8. At the discretion of the client, OSR will arrange for any residents in Ann Arbor to participate in the web survey, by posting a link on the city's website or through OSR's website. We will track these volunteers in a separate group from those participating as part of the scientifically drawn sample.
9. OSR will report study progress to Lisa Wondrash on a bi-weekly basis during the data collection period.
10. OSR will produce a dataset and codebook, which will include comments. OSR will also provide analysis and report the findings which will include tables and a summary methodological report.
11. OSR will prepare and deliver its final report on or before May 31 of the year of each data collection period as it is needed for a City Council meeting in early June.

Lisa Wondrash will be the primary contact for City of Ann Arbor; Linda Stork and Karen Clark will be contacts for OSR.

The City of Ann Arbor agrees to:

1. Provide OSR with a draft instrument for data collection. Work with OSR staff as needed to refine drafts of the instrument and provide timely feedback to ensure starting data collection on time.
2. Provide the voter registration sample from the City of Ann Arbor.
3. Review the programmed survey instrument and sign off on the final version of the survey prior to survey administration. Delays in providing the final questionnaire, or signing off on the final web instrument may result in delays in starting and concluding the web survey.
4. Provide timely feedback on the final reporting of the results.

This service agreement covers survey services from **Dec 1, 2017 through June 30, 2019**.

Budget estimate for 2018:

<b>Salaries and Labor</b>	<b>\$</b>	<b>8,483</b>
<b>Supplies/Printing/Postage</b>	<b>\$</b>	<b>9,505</b>
<b>Phones</b>	<b>\$</b>	<b>-</b>
<b>Incentives</b>	<b>\$</b>	<b>-</b>
<b>Computing and Operations Costs</b>	<b>\$</b>	<b>1,591</b>
<b>Total Direct:</b>	<b>\$</b>	<b>19,579</b>
<b>Indirect (2%)</b>	<b>\$</b>	<b>392</b>
<b>Grand Total</b>	<b>\$</b>	<b>19,971</b>

Budget estimate for 2019:

<b>Salaries and Labor</b>	<b>\$</b>	<b>9,077</b>
<b>Supplies/Printing/Postage</b>	<b>\$</b>	<b>10,009</b>
<b>Phones</b>	<b>\$</b>	<b>-</b>
<b>Incentives</b>	<b>\$</b>	<b>-</b>
<b>Computing and Operations Costs</b>	<b>\$</b>	<b>1,702</b>
<b>Total Direct:</b>	<b>\$</b>	<b>20,788</b>
<b>Indirect (2%)</b>	<b>\$</b>	<b>416</b>
<b>Grand Total</b>	<b>\$</b>	<b>21,204</b>

This agreement is on a cost reimbursable basis, with 10% paid prior to the start of each year's data collection, and the remainder invoiced monthly. The client shall not be obligated to reimburse nor shall the Office for Survey Research be obligated to incur any expenditure in excess of this agreement. If these estimates are inaccurate based on actual experiences as the project begins, or if the client requests a change in scope of work, the Office for Survey Research will notify the client and the budget or project specifications will then be subject to re-negotiation, amendment or modification.

The OSR billing rates are based on rates approved by the MSU Controller, as are the computing and operations costs. Billing rates are subject to change in 2018 and 2019.

It is understood that any amendment to this agreement, whether based on a change in scope of work or change in MSU Controller billing rates, computing or operations costs, is subject to City Council approval and no change to the Statement of Work of this agreement shall be implemented until required approvals are received and a written amendment executed by the parties.

We understand that legal representation for the City of Ann Arbor will review this document as will legal representation for MSU. Should either party suggest changes to the agreement, both parties agree to discuss suggested changes and the agreement may be revised.

The invoice should be sent to:

City of Ann Arbor  
Attn: Lisa Wondrash  
301 E. Huron St.  
Ann Arbor, MI 48103