



FROM THE OFFICE OF THE CITY MANAGER

June 6, 2011

To: The Honorable Mayor and City Council Members
From: John Szerlag, City Manager
Subject: Communications Strategy Resolution – Agenda Item I-13

I wish to supplant the attached resolution in place of the resolution for Item I-13 in the agenda book.

John Szerlag,
City Manager

c: John Lamerato, Assistant City Manager/Finance & Administrative Services
Mark F. Miller, Director of Economic & Community Development
Aileen Bittner, Deputy City Clerk
Susan Leirstein, Purchasing Director
Cynthia Stewart, Community Affairs Director

RESOLUTIONS

Option A:

WHEREAS, Target Insyght conducted a statistically significant citizen survey and met with department directors and City Council to discuss the results and plans for the future;

NOW THEREFORE BE IT RESOLVED, That the Troy City Council hereby approves a month-to-month contract up to twenty-four months to provide a Communications Strategy and Economic-Sustainability Plan with Target Insyght of Lansing, MI, at a cost of up to \$9,500.00 per month plus any additional out of pocket or production costs; and

BE IT FURTHER RESOLVED, That the City Manger will conduct a six-month review to assure that the goals of the Communications Strategy are being met. The Manager will then make a recommendation to City Council who will decide if the contract will be extended; and

BE IT FURTHER RESOLVED, That the Mayor and Acting Deputy City Clerk are authorized to execute the Agreement once in acceptable form.

Option B:

RESOLVED, That the Troy City Council hereby directs City administration to develop criteria, a revised scope of work, specifications, reporting requirements and metrics, and solicit formal statement of qualifications/request for proposals in order to meet the City's Vision Statement and Goals adopted at the regular City Council meeting of February 7, 2011 (Resolution #2011-02-023), the process which may take up to 120 days to complete.

Option C:

BE IT RESOLVED, That Troy City Council hereby **TAKES NO ACTION** on the Communications Strategy and Economic-Stability Plan at this time.

CITY OF TROY
AGREEMENT FOR DEVELOPMENT OF COMMUNICATION STRATEGY
AND RELATED SERVICES – TARGET INSYGHT

CONSULTING SERVICES

THIS AGREEMENT is entered into between the City of Troy, 500 W. Big Beaver Road, Troy, Michigan 48084, "TROY", and Target Insyght, P.O. Box 80505, Lansing, MI 48908-0505, "CONSULTANT".

RECITALS

WHEREAS, TROY desires to utilize the services of CONSULTANT to assist TROY with the development and implementation of communications strategies, including, but not limited to: the dissemination of the City Council's Vision Statement and Goals and development of ideas regarding how to achieve those goals; the development and implementation of overall media outreach; ongoing research data; website evaluation for updates and possible redesign; the development and implementation of coalitions between TROY's stakeholders such as residents, City Council, administration, employees, businesses, schools and other interest groups; and the development and implementation of marketing strategies for the economic development of TROY; and to establish lines of communication between TROY and the public.

Now, therefore, in consideration of the covenants and agreements contained herein, TROY and CONTRACTOR agree as follows:

1. AGREEMENT DOCUMENTS. During the term of the Agreement, CONSULTANT shall provide services as set forth in the attached documents titled "City of Troy Communication Strategy & Economic-Stability Plan: An Integrated Proposal Maintaining an Environment of Investment – It's Troy's Future" dated May 18, 2011" and a

supplemental communication from Ed Sarpolus, Target Insyght dated May 26, 2011.

These documents are incorporated into this Agreement and made a part of this Agreement to the extent that their terms do not conflict with the terms herein.

2. RESEARCH, LABOR, SUPPLIES AND EQUIPMENT. Unless otherwise set out herein, CONSULTANT shall identify whether or not additional research is required, and if so, CONSULTANT will furnish all research, labor, supplies, and equipment necessary to perform all of the work as set forth in the this Agreement in strict accordance with the scope of services (herein “projects”) set out in this Agreement and other documents which have been made a part of this Agreement in the manner, time, and place as therein set forth.

3. SCOPE OF WORK. The required projects include, but are not limited to, the following:

- A. Execute a communication plan that supports the City Council’s Vision Statement and Goals.
- B. Assist with key messages to tie in with Council vision and goals. Use the key messages to craft responses in all communication over the next two years.
- C. Engage with key print and electronic reporters to generate media coverage about initiative activities and research, which is intended to achieve goals and enhance TROY’S image.
- D. Develop multiple channels and tools to disseminate TROY information to targeted audiences and stakeholders.
- E. Work with all TROY department directors and staff to understand the key messages related to vision and goals and assist in the ability to communicate the vision and goals to citizens.

- F. Work with TROY spokespersons to organize and develop concise talking point documents and tailored messaging documents as needed.
- G. Assess current communication structure, process activities and efforts.
- H. Assist TROY communication staff with communication and marketing methods and develop and implement overall media outreach strategies.
- I. Provide research data to aid in message development (identification and testing of key words and phrases), identification of issues needing to be addressed, discovery of possible objections to overcome, composition of talking points and refining the definition of target audience(s).
- J. Review TROY'S website to evaluate for content and determine need for updates or potential redesign of pages.
- K. Assist City Management with an earned media campaign to sustain TROY'S information and communication efforts and increase its media presence.
- L. Implement a social media strategy, utilizing technology such as YouTube videos, Facebook, Twitter and other appropriate social media tools.
- M. Determine budget needs and constraints with the implementation of a successful communications plan.
- N. Develop metrics to track ongoing communication plan effectiveness.
- O. Develop methods to promote doing business in an open, professional and easy manner.
- P. Assist with conducting citizen engagement, outreach and surveys.
- Q. Collaborate with and expand the efforts of TROY'S City Manager to create a stakeholder coalition, possibly expanding it beyond business interest, and using it to assist TROY's communication/marketing and economic development campaigns.

R. Promote a broader stakeholder coalition to participate in TROY'S communication and marketing campaign.

S. Administer a communications plan to keep stakeholders informed, active and supportive.

The scope of work and projects will be on an as-needed basis. TROY shall determine which projects are priorities. TROY may assign CITY personnel to assist the CONSULTANT. TROY reserves the right to perform specific projects in-house.

4. COMPLIANCE WITH MICHIGAN CAMPAIGN FINANCE ACT. CONSULTANT shall not perform any actions and/or develop any project or documents which are in violation of the Michigan Campaign Finance Act.

5. COMPENSATION. CONSULTANT shall be compensated up to \$9,500 per month. The first monthly payment shall be made to CONSULTANT within seven (7) days after the execution of this Agreement. Thereafter, payments will be due on the date of the month that constitutes the date of execution of this Agreement as set out above the authorizing signatures.

6. OUT-OF-POCKET EXPENSES, COSTS AND THIRD PARTY COSTS. TROY shall be responsible for reasonable out-of-pocket expenses, including, but not limited to, mileage outside of southeast Michigan (limited to \$.50 per mile); courier service; express mail; and postage. All other out-of-pocket expenses and costs shall be pre-approved by TROY in writing. Out-of-pocket expenses and costs will be itemized and billed separately on a monthly basis by CONSULTANT. TROY is not responsible for out-of-pocket expenses and costs which are billed six months after they have been incurred. TROY shall have thirty (30) days to make payment for CONSULTANT'S out-of-pocket expenses and costs.

Any costs for third party personnel and/or resources shall be pre-approved by TROY, and if not pre-approved, then TROY shall not be responsible for any third party personnel and/or resources or costs. At pre-approval of third party personnel and/or resource, TROY and CONSULTANT shall agree in writing upon whether TROY will pay the third party directly or CONSULTANT will pass through those cost, at no additional mark up, on CONSULTANT'S billing to TROY. In any event, TROY shall receive an itemized written invoice for services performed by any pre-approved third party.

7. PRODUCTION COSTS. TROY shall be responsible for all production costs, including, but not limited to, media clip services, public relations and other newswire fees, graphic design and artwork, layouts, photography, printing, film and video production, reproduction and distribution of internal or external communications, purchasing and advertising time and space. Production costs may not be incurred by CONSULTANT without written pre-approval by TROY.

TROY shall not be responsible for production costs without an itemized written invoice. After pre-approval of production costs, TROY and CONSULTANT shall agree in writing upon whether TROY will pay the production costs directly or CONSULTANT will pass through those costs, at no additional mark up, on CONSULTANT'S billing to TROY.

TROY is not responsible for production costs which are billed six months after they have been incurred. TROY shall have thirty (30) days to make payment for CONSULTANT'S billed production costs.

8. STATEMENT OF WORK PERFORMED. CONSULTANT shall submit to TROY an itemized statement of work performed during the previous month, which shall be submitted by the tenth day of each month.

9. MATERIALS, DOCUMENTS AND REPORTS. Any and all materials, documents and reports produced by CONSULTANT as a result of this Agreement are and shall remain the property of TROY.

10. PERSONNEL ASSIGNED TO CITY ACCOUNT During the term of the Agreement, CONSULTANT shall provide qualified personnel to TROY. TROY shall have the right to accept or reject any CONSULTANT personnel that is assigned to TROY.

11. TERM OF AGREEMENT. This contract shall commence on the date of execution of this Agreement and shall not exceed two (2) years from the date of execution. The Agreement may be renewed for an additional three-year period based upon mutual consent of both parties.

12. SUB-CONTRACTORS. No portion of the Proposal may be sub-contracted without the prior written approval of TROY.

13. CONTRACT REVIEW. The parties agree to review this personnel service contract after six months. At that time the TROY City Manager shall review the effectiveness and the performance levels and report to the Troy City Council. If the City Council in its discretion deems that the contract should be terminated, then the City Council can terminate the contract, in whole or in part, by giving the CONSULTANT 30 days written notification, as set forth below.

14. TERMINATION FOR CONVENIENCE. The parties may cancel the contract for convenience, in whole or in part, by giving written notice 30-days prior to the

date of cancellation. If TROY chooses to cancel this contract in part, the charges payable under this contract shall be equitably adjusted to reflect those services that are cancelled.

15. INSURANCE. CONSULTANT shall carry general liability insurance, automobile liability insurance, professional liability insurance and workers compensation for any actions, claims, liability or damages caused to others arising out of the performance of this Agreement in the amounts approved by TROY. The insurance shall name TROY, its elected and appointed officials, employees and volunteers, as additional insured and shall contain the following cancellation notice:

“Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will mail 30 days written notice to the certificate holder.”

A certificate of insurance demonstrating the required insurance coverage shall be provided to TROY’S Risk Manager immediately upon execution of this Agreement. Cancellation or lapse of the insurance shall be considered a material breach of this Agreement, and the Agreement shall become null and void unless CONSULTANT immediately provides proof of renewal of continuous coverage to TROY’S Risk Manager. All of CONSULTANT’S insurance carriers shall be licensed and admitted to do business in the State of Michigan and acceptable to TROY. An updated certificate of insurance shall be provided to the TROY’S Risk Manager each year at the time of policy renewal.

16. INDEMNIFICATION.

A. Indemnification except for professional liability: To the fullest extent permitted by law, the CONSULTANT agrees to defend, pay on behalf of, indemnify, and hold harmless TROY, its elected and appointed officials, employees and

volunteers and others working on behalf of TROY against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from TROY, its elected and appointed officials, employees, volunteers or others working on behalf of TROY, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this Agreement.

B. Indemnification for Professional Liability: The CONSULTANT expressly agrees to indemnify and hold TROY harmless against all losses and liabilities arising out of personal injury, bodily injury or property damages to the extent of any negligent act or error or omission of the CONSULTANT or anyone acting on CONSULTANT'S behalf, in connection with, or incidental to, the contract or work to be performed, except that the CONSULTANT shall not be responsible to indemnify TROY for any losses or damages to the extent that same are caused by or result from the gross negligence of TROY or any other person or entity.

C. To the extent of the CONSULTANT'S actual degree of fault, the CONSULTANT'S obligation to indemnify and hold TROY harmless shall include:

1. The obligation to defend TROY from any such suit, action or proceeding, and;
2. The obligation to pay any and all judgments which may be recovered in any such suit, action or proceeding and/or any reasonable expenses including, but not limited to costs, attorney fees and settlement expenses which may be incurred, but only to the extent that such judgments and expenses are attributable to the CONSULTANT'S actual fault.

For the purpose of the indemnifications clauses set out above, "TROY" shall mean TROY of Troy, its elected and appointed officials, employees and volunteers working on behalf of TROY; losses and liabilities shall mean loss, cost, expense, damage, liability or claims, whether groundless or not; personal injury shall mean false arrest, erroneous service of civil papers, false imprisonment, malicious prosecution, assault and battery, libel, slander, defamation of character, discrimination, mental anguish, wrongful entry or eviction, violation of property, or deprivation of any rights, privileges or immunities secured by the constitution and laws of the United States of America or the State of Michigan, for which the CONSULTANT may be held liable to its injured party in an action-at-law or a suit in equity or other proceedings for redress; bodily injury shall mean death, bodily injury, sickness or disease and mental injury which may be sustained or claimed by any person or persons; and property damage shall mean the damage and destruction of any property including the loss of use thereof.

17. DUTY TO NOTIFY AND COOPERATE. The parties shall provide notice within twenty-one (21) days of the receipt of any claim for damages or injuries. The parties shall cooperate with the defense of any claims subject to the indemnification provisions of Section 16.

18. SETTLEMENT OF CLAIMS. The CONSULTANT agrees that it will not settle or resolve any claim or action against the CONSULTANT based upon its acts which includes, or may include, a claim or count against TROY, its elected and appointed officials, employees and volunteers and others working on behalf of TROY, obtaining a full and complete release in favor of TROY with respect to any and all claims or

counts against TROY except those based upon the gross negligence or willful or wanton misconduct of TROY or its employees.

19. NO POWER OF ASSIGNMENT. The CONSULTANT shall have no authority, power to assign, sublet, or transfer any rights, privileges, or interest under this Agreement without prior written consent from TROY.

20. INDEPENDENT CONTRACTOR. The CONSULTANT acknowledges that he/she is an independent contractor with no authority to bind TROY to any contracts or agreements, written or oral.

21. ARBITRATION. The CONSULTANT and TROY may agree to arbitrate any disputes with respect to the application of this indemnification clause.

22. NOTICE: All written notices to be given under this Agreement shall be mailed by first class mail to the other party at its last known address.

23. GOVERNING LAW AND JURISDICTION: This Agreement is made in and shall be governed by the laws of the State of Michigan. Any lawsuits under this Agreement shall be filed in the Oakland County Circuit Court, Michigan.

24. HEADINGS. Pronouns and relative words herein used shall be read interchangeably in the masculine, feminine or neuter, singular or plural as the respective case may be.

25. ENTIRE AGREEMENT. The foregoing constitutes the entire Agreement between the parties and may be modified only by a written instrument signed by both parties.

26. AUTHORITY TO EXECUTE: By execution of this Agreement, the respective parties acknowledge that each has executed this Agreement with full and complete authority to do so.

IN WITNESS WHEREOF, TROY and CONSULTANT have executed this Agreement on this _____ day of June, 2011.

WITNESSES:

CONSULTANT:

TARGET INSYGHT

By: _____

Its: _____

CITY OF TROY

Louise E. Schilling, Mayor

Tonni Bartholomew, City Clerk

Beth L Tashnick

From: Susan A Leirstein
Sent: Monday, June 06, 2011 1:45 PM
To: Lori G Bluhm; John Szerlag; Monica S Irelan; Cynthia A Stewart; Gary G Mayer
Subject: RE: Target Insyght Consultant Agreement redlined with City Manager changes 6-6-2011.doc
Attachments: Target Insyght Consultant Agreement 6-2-2011.doc

Importance: High

Attached is the revised Agreement incorporating John's changes and should be the version used for council updates.

Susan Leirstein CPPPO CPPB
Purchasing Director
City of Troy
500 W Big Beaver Road
Troy MI 48084
248.524.3338
email: Leirsteisa@troymi.gov

From: Lori G Bluhm
Sent: Monday, June 06, 2011 12:43 PM
To: John Szerlag; Monica S Irelan; Susan A Leirstein; Cynthia A Stewart; Gary G Mayer
Subject: Target Insyght Consultant Agreement redlined with City Manager changes 6-6-2011.doc

This red lined version hopefully incorporates the changes proposed in John's revised resolution. The "up to" \$9,500 is apparently ok with Target Insyght, as the change to have city council decide whether to renew the contract. I am in court again this afternoon, so I am sending you the highlighted/ red line version for the council updates. I can do a clean copy later for signatures, or I am sending you the word version if someone else wants to do it- after everyone is ok with the changes.