



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Date: August 5, 2024

To: Robert J. Bruner, Acting City Manager

From: Megan E. Schubert, Assistant City Manager
Courtney H. Flynn, Communications Director

Subject: Community Engagement and Priority Research



Background

On June 22, 2020, the City Council awarded contracts to Cobalt Community Research (“Cobalt”) for resident, business community, and library research (Resolution #2020-06-087). An early data summary of the library research was presented during the July 20, 2020, special City Council meeting and the final results were presented during the July 27, 2020, regular City Council meeting. On August 10, 2020 (Resolution #2020-08-113), the City Council approved library millage ballot language (1.1 mills for ten years), and voters approved the proposal on November 3, 2020. The resident research was conducted in January and February 2021, and the results were presented during the regular City Council meeting on April 12, 2021. The business community research was conducted in January and February 2022, and the results were presented during the regular City Council meeting on May 23, 2022.

On July 11, 2022, the City Council awarded Cobalt a contract for a resident budget priorities survey (Resolution #2022-07-100). The research was conducted in August, and the results were presented during the regular City Council meeting on October 3, 2022. The 2022 City of Troy Advance meeting was held on November 19, 2022.

City staff recommends repeating the resident benchmarking research performed in 2022 before the 2024 City of Troy Advance meeting on December 7, 2024. In addition, City staff requested a contract for “special” research, including up to two (2) pages of custom questions to support decision-making related to the Library and other priorities. Contracts for both are presented for your consideration.

Financial

Funds are available in the General Fund – City Manager’s Department budget.

Recommendation

City management recommends that the City Council waive the bid process and award Cobalt Community Research of Michigan community engagement and priority research contracts for not more than \$40,000.

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 2024

August 8, 2024

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 powered by technology behind the American Customer Satisfaction Index SM (ACSI) and CFI Group USA LLC. 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 which may include community experience/support, awareness, budget priorities, potential future services/programs, funding options, policy support, communication preference, general demographic questions, benchmarking as applicable, etc. Executive summary in PowerPoint; data entry if needed, thermal-map/cross tab, verbatim comments, remote follow-up with Partner	\$7,315			
2	Additional sheet (2pages)	\$6,300	1	Online coding, branded web landing page, and web link for completion online	Waived
		\$0		Eblast distribution via email list provided by partner or purchased by Cobalt per 1,000 recipients	\$0
		\$0	2000	Mail Distribution: Production and 1st-class 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.	\$5,800
Total Cost: \$19,415.00					

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

August 8, 2024

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.

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, both Partners agree that neither Party shall not be liable on account of any errors, omissions, delays, or losses unless caused by willful 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 using the Cobalt Contact Template in MS Excel. If data is not provided in conformance with the template, clean-up will be performed by Cobalt and charged on an hourly basis, with prior agreement of Partner.

Cobalt's typical response rates are between 20-40 percent for residential studies, and 10-20 percent for business studies. 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. 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 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), MRIL (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.

City of Troy, MI Agreement for Special Research 2024

August 8, 2024

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Count	Component	Subtotal	Count	Component	Subtotal
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2	Additional sheet (2pages)	\$6,300	1	Online coding, branded web landing page, and web link for completion online	Waived
		\$0		Eblast distribution via email list provided by partner or purchased by Cobalt per 1,000 recipients	\$0
		\$0	2000	Mail Distribution: Production and 1st-class 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.	\$5,800
	Non-English Version	\$0	1	Heatmaps and Thematic Maps on Key Data (up to 10)	\$945
Total Cost: \$20,360.00					

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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.

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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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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 questions, 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. 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 approximately 8 weeks after approval of survey instrument.