

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

460001000
09-0985

I. PARTIES

A. Address

THIS AGREEMENT FOR A COMMUNICATIONS SPECIALIST TO DESIGN AND IMPLEMENT THE HOUSTON COUNTS CAMPAIGN ("Agreement") is made on the Countersignature Date between the **CITY OF HOUSTON, TEXAS** ("City"), a home rule city of the State of Texas, and **VOLLMER PUBLIC RELATIONS, INC.**, ("Contractor"), a Texas corporation.

The initial addresses of the parties, which one party may change by giving written notice to the other party, are as follows:

City
Director, Planning & Development
Department
City of Houston
P.O. Box 1562
Houston, Texas 77251

Contractor
Vollmer Public Relations, Inc.
808 Travis Street, Suite 501
Houston, Texas 77002

The Parties agree as follows:

B. Table of Contents

This Agreement consists of the following sections:

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EXHIBITS

- A. Scope of Service
- A-1 Contractor’s Project Team’s Resume’s
- A-2 Contractor’s Project Consultants
- A-3 Contractor’s Community-Specific Plans To Reach Latino, African-American, Asian & Other Ethnic Groups
- A-4 Project Implementation Timeframe
- B. Project Costs
- B-1 Contractor’s Hourly Rates Sheet
- C. Equal Employment Opportunity
- D. MWBE Subcontract Terms
- E. Drug Policy Compliance Agreement
- F. Drug Policy Compliance Declaration
- G. Certification of no safety impact positions
- H. Form POP 2 - Certification of Agreement to Comply With Pay or Play Program

C. Parts Incorporated

The above described exhibits are incorporated into this Agreement.

D. Controlling Parts

If a conflict among the sections and exhibits arises, the sections control over the exhibits.

E. Signatures

The Parties have executed this Agreement in multiple copies, each of which is an original.

VOLLMER PUBLIC RELATIONS, INC.

THE CITY OF HOUSTON, TEXAS

Signed by:

By: Helen Vollmer
Name: Helen Vollmer
Title: CEO

By: Bill White
Mayor August 11, 2009

ATTEST/SEAL (if a corporation)
WITNESS (if not a corporation)

ATTEST/SEAL:

By: _____
Name:
Title:

Carla Russell
City Secretary

APPROVED:

Director, Marcus T. Depina

APPROVED AS TO FORM:

Mayra Ramirez
Assistant City Attorney
L.D. No. 0370900182001

COUNTERSIGNED BY:

Annise D. Parker
City Controller Maddux D. Appel

DATE COUNTERSIGNED:

10-15-09

II. DEFINITIONS

As used in this Agreement, the following terms have the meanings set out below:

"Agreement" means this contract between the Parties, including all exhibits and any written amendments authorized by City Council and Contractor.

"City" is defined in the preamble of this Agreement and includes its successors and assigns.

"Contractor" is defined in the preamble of this Agreement and includes its successors and assigns.

"Countersignature Date" means the date shown as the date countersigned on the signature page of this Agreement.

"Director" means the Director of the Planning and Development Department and the City Purchasing Agent, or their designee.

"Documents" mean notes, manuals, notebooks, plans, computations, databases, tabulations, exhibits, reports, underlying data, charts, analyses, maps, letters, models, forms photographs, the original tracings of all drawings and plans, and other work products (and any modifications or improvements to them) that Contractor prepares or provides under this Agreement.

"Houston Counts" means the community-based campaign of the Mayor's Complete Count Committee to increase participation among Houstonians in the 2010 U.S. Census.

"Include" and "including", and words of similar import, shall be deemed to be followed by the words "without limitation".

"Mayor's Complete Count Committee" means the committee appointed by the Mayor to increase awareness in Houston on the importance of being counted for the 2010 U.S. Census.

"Notice to Proceed" means a written communication from the Director to Contractor

instructing Contractor to begin performance.

"Parties" mean all the entities set out in the Preamble who are bound by this Agreement.

"Project" means the Houston Counts campaign described in Exhibit "A" being implemented by Contractor under this Agreement.

III. DUTIES OF CONTRACTOR

A. Scope of Services

Services in General

In consideration of the payments specified in this Agreement, Contractor shall provide all labor, material, and supervision necessary to perform the services described in Exhibit "A".

B. Coordinate Performance

Contractor shall coordinate its performance with the Director and other persons that the Director designates. Contractor shall promptly inform the Director and other person(s) of all significant events relating to the performance of this Agreement.

C. Payment of Subcontractors

Contractor shall make timely payments to all persons and entities supplying labor, materials, or equipment for the performance of this Agreement. CONTRACTOR SHALL DEFEND AND INDEMNIFY THE CITY FROM ANY CLAIMS OR LIABILITY ARISING OUT OF CONTRACTOR'S FAILURE TO MAKE THESE PAYMENTS. Contractor shall submit disputes relating to payment of MWBE subcontractors to arbitration in the same manner as any other disputes under the MWBE subcontract.

D. RELEASE

CONTRACTOR AGREES TO AND SHALL RELEASE THE CITY, ITS AGENTS,

EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY THE CITY'S SOLE OR CONCURRENT NEGLIGENCE AND/OR THE CITY'S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY.

E. INDEMNIFICATION

CONTRACTOR AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY:

- (1) CONTRACTOR'S AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY IN NUMBERED PARAGRAPHS 1-3, "CONTRACTOR") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;
- (2) THE CITY'S AND CONTRACTOR'S ACTUAL OR ALLEGED

CONCURRENT NEGLIGENCE, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT; AND

- (3) THE CITY'S AND CONTRACTOR'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT.

CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS AGREEMENT AND FOR FOUR YEARS AFTER THE AGREEMENT TERMINATES. CONTRACTOR'S INDEMNIFICATION IS LIMITED TO \$500,000 PER OCCURRENCE. CONTRACTOR SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.

F. INDEMNIFICATION - PATENT, COPYRIGHT, TRADEMARK, AND TRADE SECRET INFRINGEMENT

CONTRACTOR AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") FROM ALL CLAIMS OR CAUSES OF ACTION BROUGHT AGAINST THE CITY ALLEGING THAT THE CITY'S USE OF ANY EQUIPMENT, SOFTWARE, PROCESS, OR DOCUMENTS CONTRACTOR FURNISHES DURING THE TERM OF THIS AGREEMENT INFRINGES ON A PATENT, COPYRIGHT, OR TRADEMARK, OR MISAPPROPRIATES A TRADE SECRET. CONTRACTOR SHALL PAY ALL COSTS (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS, AND INTEREST) AND DAMAGES AWARDED.

CONTRACTOR SHALL NOT SETTLE ANY CLAIM ON TERMS WHICH PREVENT THE CITY FROM USING THE EQUIPMENT, SOFTWARE, PROCESS, AND DOCUMENTS WITHOUT THE CITY'S PRIOR WRITTEN CONSENT.

WITHIN 60 DAYS AFTER BEING NOTIFIED OF THE CLAIM, CONTRACTOR SHALL, AT ITS OWN EXPENSE, EITHER (1) OBTAIN FOR THE CITY THE RIGHT TO CONTINUE USING THE EQUIPMENT, SOFTWARE, PROCESS, AND DOCUMENTS OR, (2) IF BOTH PARTIES AGREE, REPLACE OR MODIFY THEM WITH COMPATIBLE AND FUNCTIONALLY EQUIVALENT PRODUCTS. IF NONE OF THESE ALTERNATIVES IS REASONABLY AVAILABLE, THE CITY MAY RETURN THE EQUIPMENT, SOFTWARE, OR DOCUMENTS, OR DISCONTINUE THE PROCESS, AND CONTRACTOR SHALL REFUND THE PURCHASE PRICE.

G. INDEMNIFICATION - SUBCONTRACTOR'S INDEMNITY

CONTRACTOR SHALL REQUIRE ALL OF ITS SUBCONTRACTORS (AND THEIR SUBCONTRACTORS) TO RELEASE AND INDEMNIFY THE CITY TO THE SAME EXTENT AND IN SUBSTANTIALLY THE SAME FORM AS ITS RELEASE AND INDEMNITY TO THE CITY.

H. INDEMNIFICATION - PROCEDURES

(1) Notice of Claims. If the City or Contractor receives notice of any claim or circumstances which could give rise to an indemnified loss, the receiving party shall give written notice to the other party within 10 days. The notice must include the following:

- (a) a description of the indemnification event in reasonable detail,
- (b) the basis on which indemnification may be due, and

(c) the anticipated amount of the indemnified loss.

This notice does not estop or prevent the City from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If the City does not provide this notice within the 10 day period, it does not waive any right to indemnification except to the extent that Contractor is prejudiced, suffers loss, or incurs expense because of the delay.

(2) Defense of Claims

(a) Assumption of Defense. Contractor may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the City. Contractor shall then control the defense and any negotiations to settle the claim. Within 10 days after receiving written notice of the indemnification request, Contractor must advise the City as to whether or not it will defend the claim. If Contractor does not assume the defense, the City shall assume and control the defense, and all defense expenses constitute an indemnification loss.

(b) Continued Participation. If Contractor elects to defend the claim, the City may retain separate counsel to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations. Contractor may settle the claim without the consent or agreement of the City, unless it (i) would result in injunctive relief or other equitable remedies or otherwise require the City to comply with restrictions or limitations that adversely affect the City, (ii) would require the City to pay amounts that Contractor does not fund in full, (iii) would not result in the City's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

I. Insurance

Contractor shall maintain in effect certain insurance coverage and shall furnish certificates of insurance, in duplicate form, before beginning its performance under this Agreement. All policies except Workers' Compensation must name the City as an additional insured. The issuer of any policy (1) shall have a Certificate of Authority to transact insurance business in Texas or (2) shall be an eligible non-admitted insurer in the State of Texas and have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition Best's Key Rating Guide. Contractor shall maintain the following insurance coverages in the following amounts:

- (1) Commercial General Liability insurance including Contractual Liability insurance:
 - \$500,000 per occurrence; \$1,000,000 aggregate
- (2) Workers' Compensation including Broad Form All States endorsement:
 - Statutory amount
- (3) Automobile Liability insurance
 - \$1,000,000 combined single limit

Defense costs are excluded from the face amount of the policy.
Aggregate Limits are per 12-month policy period
unless otherwise indicated.

All insurance policies must require on their face, or by endorsement, that the insurance carrier

waives any rights of subrogation against the City. Contractor shall give 30 days' written notice to the Director if any of its insurance policies are cancelled, materially changed or non-renewed. Within the 30-day period, Contractor shall provide other suitable policies in lieu of those about to be canceled, materially changed, or nonrenewed so as to maintain in effect the required coverage. The crime policy or fidelity bond must be approved by the City Attorney, must be in effect throughout the term of this Agreement, must name City as a loss payee or obligee with Contractor responsible for payment of any and all deductible amounts and the bond must cover employee dishonesty for theft or money or contents of the City and upon execution, Contractor shall deliver the original policy or bond to the Director. If Contractor does not comply with this requirement, the Director, at his or her sole discretion, may

- (1) immediately suspend Contractor from any further performance under this Agreement and begin procedures to terminate for default, or
- (2) purchase the required insurance with City funds and deduct the cost of the premiums from amounts due to Contractor under this Agreement.

J. Warranties

Contractor's performance shall conform to the professional standards prevailing in Harris County, Texas with respect to the scope, quality, due diligence, and care of the services and products Contractor provides under this Agreement.

K. Confidentiality - Protection of City's Interest

Contractor, its agents, employees, contractors, and subcontractors shall hold all City information, data, and documents (collectively, "the Information") that they receive, or to which they have access, in strictest confidence. Contractor, its agents, employees, contractors, and

subcontractors shall not disclose, disseminate, or use the Information unless the Director authorizes it in writing. Contractor shall obtain written agreements from its agents, employees, contractors, and subcontractors which bind them to the terms in this Section.

L. Use of Work Products - City May Use All Documents

(1) The City may use all notes, plans, computations, databases, tabulations, exhibits, photographs, reports, underlying data and other work products (collectively, the "Documents") that Contractor prepares or obtains under this Agreement.

(2) Contractor warrants that it owns the copyright to the Documents.

(3) Contractor shall deliver the original Documents to the Director on request. Within five working days after this Agreement terminates, Contractor shall deliver to the Director the original Documents, and all other files and materials Contractor produces or gathers during its performance under this Agreement.

M. Licenses and Permits

Contractor shall obtain, maintain, and pay for all licenses, permits, and certificates including all professional licenses required by any statute, ordinance, rule, or regulation. Contractor shall immediately notify the Director of any suspension, revocation, or other detrimental action against his or her license.

N. Compliance with Laws

Contractor shall comply with all applicable state and federal laws and regulations and the City Charter and Code of Ordinances.

O. Compliance with Equal Opportunity Ordinance

Contractor shall comply with the City's Equal Employment Opportunity Ordinance as set out

in Exhibit "C."

P. Drug Abuse Detection and Deterrence

(1) It is the policy of the City to achieve a drug-free workforce and workplace. The manufacture, distribution, dispensation, possession, sale, or use of illegal drugs or alcohol by contractors while on City Premises is prohibited. Contractor shall comply with all the requirements and procedures set forth in the Mayor's Drug Abuse Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31 ("Executive Order"), which is incorporated into this Agreement and is on file in the City Secretary's Office.

(2) Before the City signs this Agreement, Contractor shall file with the Contract Compliance Officer for Drug Testing ("CCODT"):

- (a) a copy of its drug-free workplace policy,
- (b) the Drug Policy Compliance Agreement substantially in the form set forth in Exhibit "E," together with a written designation of all safety impact positions and,
- (c) if applicable (e.g. no safety impact positions), the Certification of No Safety Impact Positions, substantially in the form set forth in Exhibit "G."

If Contractor files a written designation of safety impact positions with its Drug Policy Compliance Agreement, it also shall file every 6 months during the performance of this Agreement or on completion of this Agreement if performance is less than 6 months, a Drug Policy Compliance Declaration in a form substantially similar to Exhibit "F." Contractor shall submit the Drug Policy Compliance Declaration to the CCODT within 30 days of the expiration of each 6-month period of performance and within 30 days of completion of this Agreement. The first 6-month period begins to

run on the date the City issues its Notice to Proceed or if no Notice to Proceed is issued, on the first day Contractor begins work under this Agreement.

(3) Contractor also shall file updated designations of safety impact positions with the CCODT if additional safety impact positions are added to Contractor's employee work force.

(4) Contractor shall require that its subcontractors comply with the Executive Order, and Contractor shall secure and maintain the required documents for City inspection.

Q. Minority and Women Business Enterprises

It is the City's policy to ensure that Minority and Women Business Enterprises ("MWBEs") have the full opportunity to compete for and participate in City contracts. The objectives of Chapter 15, Article V of the City of Houston Code of Ordinances, relating to City-wide Percentage Goals for contracting with MWBEs, are incorporated into this Agreement.

Contractor shall make good faith efforts to award subcontracts or supply agreements in at least 40% of the value of this Agreement to MWBEs. The City's policy does not require Contractor to in fact meet or exceed this goal, but it does require Contractor to objectively demonstrate that it has made good faith efforts to do so. To this end, Contractor shall maintain records showing

- (1) subcontracts and supply agreements with Minority Business Enterprises,
- (2) subcontracts and supply agreements with Women's Business Enterprises, and
- (3) specific efforts to identify and award subcontracts and supply agreements to MWBEs. Contractor shall submit periodic reports of its efforts under this Section to the Affirmative Action Director in the form and at the times he or she prescribes.

Contractor shall require written subcontracts with all MWBE subcontractors and suppliers and

shall submit all disputes with MWBE subcontractors to binding arbitration in Houston, Texas, if directed to do so by the Affirmative Action Director. All agreements must contain the terms set out in Exhibit "D." If Contractor is an individual person (as distinguished from a corporation, partnership, or other legal entity), and the amount of the subcontract is \$50,000 or less, then the subcontract must also be signed by the attorneys of the respective parties.

R. Pay or Play

The requirements and terms of the City of Houston Pay or Play program, as set out in Executive Order 1-7, are incorporated into this Agreement for all purposes. Contractor has reviewed Executive Order No. 1-7 and shall comply with its terms and conditions as they are set out at the time of City Council approval of this Agreement. Contractor shall complete and submit to the Director Exhibit "H", POP-2 Form prior to the execution of this Agreement.

S. Personnel of Contractor

Contractor shall replace any of its personnel or subcontractors whose work product is deemed unsatisfactory by the Director.

T. Funds Raised

In consultation with the Director, Contractor shall deposit all funds raised for the Houston Counts campaign in the account established for such funds by the Houston Counts Committee. Contractor shall obtain the approval of the Houston Counts Committee for any services it provides that are not listed in Exhibit "A" or approved by the Director under this Agreement and Contractor must obtain payment for such services from the Houston Counts Committee. The City has allocated funds for the payment of Project services provided by Contractor under this Agreement as set out in Exhibit "B" and Sections IV, A and IV, E of this Agreement.

IV. DUTIES OF THE CITY

A. Payment Terms

The City shall pay and Contractor shall accept the actual, ordinary and reasonable cost with no administrative mark-up of Project Consultant subcontracts made by Contractor and approved by the Director up to the maximum amounts listed for each Project Consultant in Exhibit "B." The City shall also pay Contractor for time actually worked hereunder at hourly rates set out in Exhibit "B-1" for Project services approved by the Director up to a maximum of \$71,250.00 as set out in Exhibit "B;" the actual cost of Project collateral materials with no administrative mark-up at hourly rates set out in Exhibit "B-1" approved by the Director up to a maximum amount of \$75,000.00; and Project administration expenses at hourly rates set out in Exhibit "B-1" approved by the Director up to a maximum amount of \$50,000.00 as set out in Exhibit "B."

Contractor warrants that it can provide all services set out in Exhibit "A" for an amount not to exceed \$450,000.00 as set out in Exhibit "B." The Director in his sole discretion may add services in an amount not to exceed \$50,000.00 from the contingency amount set out in Exhibit "B."

B. Taxes

The City is exempt from payment of Federal Excise and Transportation Tax and Texas Limited Sales and Use Tax. Contractor's invoices to the City must not contain assessments of any of these taxes. The Director will furnish the City's exemption certificate and federal tax identification number to Contractor if requested.

C. Method of Payment

The City shall pay on the basis of monthly invoices submitted by Contractor and approved by the Director, showing the services performed and the attendant fee. The City shall pay Contractor

within 30 days of the receipt and approval of the invoices.

D. Method of Payment - Disputed Payments

If the City disputes any items in an invoice Contractor submits for any reason, including lack of supporting documentation, the Director shall temporarily delete the disputed item and pay the remainder of the invoice. The Director shall promptly notify Contractor of the dispute and request remedial action. After the dispute is settled, Contractor shall include the disputed amount on a subsequent regularly scheduled invoice or on a special invoice for the disputed item only.

E. Limit of Appropriation

(1) The City's duty to pay money to Contractor under this Agreement is limited in its entirety by the provisions of this Section.

(2) In order to comply with Article II, Sections 19 and 19a of the City's Charter and Article XI, Section 5 of the Texas Constitution, the City has appropriated and allocated the sum of \$470,000.00 to pay money due under this Agreement (the "Original Allocation"). The executive and legislative officers of the City, in their discretion, may allocate supplemental funds for this Agreement, but they are not obligated to do so. Therefore, the parties have agreed to the following procedures and remedies:

(3) The City makes a Supplemental Allocation by issuing to Contractor a Service Release Order, or similar form approved by the City Controller, containing the language set out below. When necessary, the Supplemental Allocation shall be approved by motion or ordinance of City Council.

NOTICE OF SUPPLEMENTAL ALLOCATION OF FUNDS

By the signature below, the City Controller certifies that, upon the request of the responsible

director, the supplemental sum set out below has been allocated for the purposes of the Agreement out of funds appropriated for this purpose by the City Council of the City of Houston. This supplemental allocation has been charged to such appropriation.

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(4) The Original Allocation plus all supplemental allocations are the Allocated Funds. The City shall never be obligated to pay any money under this Agreement in excess of the Allocated Funds. Contractor must assure itself that sufficient allocations have been made to pay for services it provides. If Allocated Funds are exhausted, Contractor's only remedy is suspension or termination of its performance under this Agreement, and it has no other remedy in law or in equity against the City and no right to damages of any kind.

F. Access to Site

Contractor may enter and leave the premises at all reasonable times without charge. Contractor and its employees may use the common areas and roadways of the premises where it is to perform the services together with all facilities, equipment, improvements, and services provided in connection with the premises for common use. This excludes parking for Contractor's personnel. Contractor shall repair any damage caused by it or its employees as a result of its use of the common areas.

V. TERM AND TERMINATION

A. Contract Term

This Agreement is effective on the Countersignature Date and remains in effect for one year unless sooner terminated under this Agreement (the "Initial Term").

B. Renewals

If the Director, at his or her sole discretion, makes a written request for renewal to Contractor at least 30 days before expiration of the then-current term and if sufficient funds are allocated, then, upon expiration of the Initial term, this Agreement is renewed for six months.

At the end of the Initial or renewal term, if the Director extends this Agreement to permit Contractor to complete its performance, then, the Director may in his or her sole discretion extend the time so long as such extension does not exceed 90 days. The 90-day extension of time does not require an amendment of the Agreement and Contractor is not entitled to damages or delay(s) regardless of the cause of such delay(s).

C. Termination for Convenience by City

The Director may terminate this Agreement at any time by giving 30 days written notice to Contractor. The City's right to terminate this Agreement for convenience is cumulative of all rights and remedies which exist now or in the future.

On receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement and cancel all existing orders and subcontracts that are chargeable to this Agreement. As soon as practicable after receiving the termination notice, Contractor shall submit an invoice showing in detail the services performed under this Agreement up to the termination date. The City shall then pay the fees to Contractor for services actually performed, but not already paid for, in the same manner as prescribed in Section IV, A unless the fees exceed the allocated funds remaining under this Agreement.

TERMINATION OF THIS AGREEMENT AND RECEIPT OF PAYMENT FOR SERVICES RENDERED ARE CONTRACTOR'S ONLY REMEDIES FOR THE CITY'S TERMINATION FOR CONVENIENCE, WHICH DOES NOT CONSTITUTE A DEFAULT OR

BREACH OF THIS AGREEMENT. CONTRACTOR WAIVES ANY CLAIM (OTHER THAN ITS CLAIM FOR PAYMENT AS SPECIFIED IN THIS SECTION), IT MAY HAVE NOW OR IN THE FUTURE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE CITY'S TERMINATION FOR CONVENIENCE.

D. Termination for Cause

If Contractor defaults under this Agreement, the Director may either terminate this Agreement or allow Contractor to cure the default as provided below. The City's right to terminate this Agreement for Contractor's default is cumulative of all rights and remedies which exist now or in the future. Default by Contractor occurs if:

- (1) Contractor fails to perform any of its duties under this Agreement;
- (2) Contractor becomes insolvent;
- (3) all or a substantial part of Contractor's assets are assigned for the benefit of its creditors; or
- (4) a receiver or trustee is appointed for Contractor.

If a default occurs, the Director may, but is not obligated to, deliver a written notice to Contractor describing the default and the termination date. The Director, at his or her sole option, may extend the termination date to a later date. If the Director allows Contractor to cure the default and Contractor does so to the Director's satisfaction before the termination date, then the termination is ineffective. If Contractor does not cure the default before the termination date, then the Director may terminate this Agreement on the termination date, at no further obligation of the City.

To effect final termination, the Director must notify Contractor in writing. After receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement, and promptly cancel all orders or subcontracts chargeable to this Agreement.

VI. MISCELLANEOUS

A. Independent Contractor

Contractor is an independent contractor and shall perform the services provided for in this Agreement in that capacity. The City has no control or supervisory powers over the manner or method of Contractor's performance under this Agreement. All personnel Contractor uses or provides are its employees or subcontractors and not the City's employees, agents, or subcontractors for any purpose whatsoever. Contractor is solely responsible for the compensation of its personnel, including but not limited to: the withholding of income, social security, and other payroll taxes and all workers' compensation benefits coverage.

B. Force Majeure

1. Timely performance by both parties is essential to this Agreement. However, neither party is liable for reasonable delays in performing its obligations under this Agreement to the extent the delay is caused by Force Majeure that directly impacts the City or Contractor. The event of Force Majeure may permit a reasonable delay in performance but does not excuse a party's obligations to complete performance under this Agreement. Force Majeure means: fires, interruption of utility services, epidemics in the City, floods, hurricanes, tornadoes, ice storms and other natural disasters, explosions, war, terrorist acts against the City or Contractor, riots, strikes, court orders, and the acts of superior governmental or military authority, and which the affected party is unable to prevent by the exercise of reasonable diligence. The term does not include any changes in general economic

conditions such as inflation, interest rates, economic downturn or other factors of general application; or an event that merely makes performance more difficult, expensive or impractical. Force Majeure does not entitle Contractor to extra Reimbursable Expenses or payment.

2. This relief is not applicable unless the affected party does the following:
 - (a) uses due diligence to remove the effects of the Force Majeure as quickly as possible and to continue performance notwithstanding the Force Majeure; and
 - (b) provides the other party with prompt written notice of the cause and its anticipated effect.

3. The Director will review claims that a Force Majeure that directly impacts the City or Contractor has occurred and render a written decision within 14 days. The decision of the Director is final.

4. The City may perform contract functions itself or contract them out during periods of Force Majeure. Such performance is not a default or breach of this Agreement by the City.

5. If the Force Majeure continues for more than 10 days from the date performance is affected, the Director may terminate this Agreement by giving 7 days' written notice to Contractor. This termination is not a default or breach of this Agreement. **CONTRACTOR WAIVES ANY CLAIM IT MAY HAVE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE TERMINATION EXCEPT FOR AMOUNTS DUE UNDER THE AGREEMENT UP TO THE TIME THE WORK IS HALTED DUE TO FORCE MAJEURE.**

C. Severability

If any part of this Agreement is for any reason found to be unenforceable, all other parts remain enforceable unless the result materially prejudices either party.

D. Entire Agreement

This Agreement merges the prior negotiations and understandings of the Parties and embodies the entire agreement of the Parties. No other agreements, assurances, conditions, covenants (express or implied), or other terms of any kind, exist between the Parties regarding this Agreement.

E. Written Amendment

Unless otherwise specified elsewhere in this Agreement, this Agreement may be amended only by written instrument executed on behalf of the city (by authority of an ordinance adopted by the City Council) and Contractor. The Director is only authorized to perform the functions specifically delegated to him or her in this Agreement.

F. Applicable Laws

This Agreement is subject to the laws of the State of Texas, the City Charter and Ordinances, the laws of the federal government of the United States, and all rules and regulations of any regulatory body or officer having jurisdiction.

Venue for any litigation relating to this Agreement is Harris County, Texas.

G. Notices

All notices required or permitted by this Agreement must be in writing and are deemed delivered on the earlier of the date actually received or the third day following: (1) deposit in a United States Postal Service post office or receptacle; (2) with proper postage (certified mail, return receipt requested); and (3) addressed to the other party at the address set out in the preamble of this

Agreement or at such other address as the receiving party designates by proper notice to the sending party.

H. Captions

Captions contained in this Agreement are for reference only, and therefore, have no effect in construing this Agreement. The captions are not restrictive of the subject matter of any section in this Agreement.

I. Non-Waiver

If either party fails to require the other to perform a term of this Agreement, that failure does not prevent the party from later enforcing that term and all other terms. If either party waives the other's breach of a term, that waiver does not waive a later breach of this Agreement.

An approval by the Director, or by any other employee or agent of the City, of any part of Contractor's performance does not waive compliance with this Agreement or establish a standard of performance other than that required by this Agreement and by law. The Director is not authorized to vary the terms of this Agreement.

J. Inspections and Audits

City representatives may perform, or have performed, (1) audits of Contractor's books and records, and (2) inspections of all places where work is undertaken in connection with this Agreement. Contractor shall keep its books and records available for this purpose for at least 4 years after this Agreement terminates. This provision does not affect the applicable statute of limitations.

K. Enforcement

The City Attorney or his or her designee may enforce all legal rights and obligations under this Agreement without further authorization. Contractor shall provide to the City Attorney all

EXHIBIT A-1

CONTRACTOR'S PROJECT TEAM'S RESUME'S

◆ HELEN VOLLMER

As CEO of Vollmer Public Relations, Helen Vollmer sets the tone at the firm she began 28 years ago and which is now the largest independent public relations firm based in the Southwest. The company has offices in Houston, Dallas, Austin and New York. She provides strategic counsel and tactical focus for accounts, and ensures that client work continuously upholds the firm's standards of quality and creativity. Helen leads by example, giving clients the level of service she would expect and treating Vollmer 40+ employees with the respect and trust she wants as a professional.

Helen has personally represented clients in a wide array of industries, from retail to public advocacy, healthcare to the corporate and education arenas. She has a deep expertise in public involvement campaigns, destination marketing, healthcare and branding.

Prior to founding Vollmer, Helen was vice president, manager of client relations for Bozell & Jacobs Public Relations. Previously, she worked for the national public relations firm Ruder & Finn as an account executive on a variety of national and regional accounts. She began her career as a copywriter for a major retail outlet.

Helen is an accredited member of the Public Relations Society of America and a member of that group's Counselor's Academy. She is a former executive board member of the Council of Public Relations Firms, the industry's advocacy organization. She also has served as an adjunct professor at The College of Communications at the University of Texas at Austin. Currently, she is on the Executive Board as a Trustee of the Houston Museum of Natural Science where she chairs the IMAX Committee. She also serves on the Development Board of the University of Texas Health Science Center, the Houston Grand Opera and the Orange Show Center for Visionary Arts. Having grown up in South Texas, Helen is fluent in Spanish. She and her husband are the parents of two teenage daughters. She holds a bachelor's degree in journalism and a master's degree in radio/television/film from the University of Texas.

◆ LORI MARTIN

In her years at Vollmer, Lori has used her broad range of technical and strategic counseling skills to move Vollmer's clients forward in reaching their specific marketing communications goals across a wide variety of industries. Her client portfolio encompasses public advocacy clients including Uptown Houston Association and Commute Solutions/Clean Air on behalf of Houston-Galveston Area Council as well as consumer driven initiatives on behalf of the Orange Show Center for Visionary Art's annual Art Car Parade, Camp For All, Sweet Leaf Tea and Joe's Crab Shack.

Lori excels at determining creative approaches for clients that are both targeted and cost-efficient. Her experience includes strong media relations and community outreach, event planning and execution, collateral development and marketing campaign implementation. She works closely with our issues management division Shelton & Caudle in developing communications strategies to support client goals.

Prior to joining Vollmer, Lori was an account executive with a public relations agency working closely with Gulf States Toyota, Pfizer Inc., US Oncology and Verizon Wireless. In the implementation of these projects, Lori was able to disseminate key messages to the general public via the media. She also facilitated communication between project managers and the target audiences directly affected by the initiatives.

Lori received her B.A. degree in Journalism with an emphasis in public relations from Texas A&M University in College Station, Texas. She is a member of the Public Relations Society of America.



VOLLMER
PUBLIC RELATIONS

EXHIBIT "A-1"

CONTRACTOR'S PROJECT TEAM'S RESUME'S

Census forms to post offices, media outlets and business centers that have signed on as Census Assistance Centers;

ii. each day, feature specific activities that are directed to specific target audiences;

iii. Continue Media and Influencer Coverage, by focusing on:

Traditional Media

Social media; and

By updating Houston Counts content on websites.

iii. Homeless push. Coalition for the Homeless and Star of Hope are the key Houston groups that can facilitate the participation of all other Homeless projects by smaller nonprofits and religious groups. Contractor's Project Team shall facilitate participation projects among all the Census campaign partners;

iv. Continue PSAs, Advertising, Promotions;

v. Continue Street Team activity;

vi. Support enumerators;

vii. Work with precinct judges; and

viii. Work with civic club leaders

PHASE IV: WRAP-UP

In consultation with the Director and in the format determined by the Director, Contractor shall, in addition to the reporting benchmarks set by the Director during the term of the campaign, provide a complete wrap-up report of the Project to the Director, no later than August 31, 2010.

theme “do me a favor, open the door and let them in” resonates city-wide as enumerators go door-to-door. Contractor shall try to have a local musician or group do a remix of the Beatles song just for Houston Counts. Contractor shall be responsible for securing all legal requests to use this music and any other copyrighted material relating to this agreement.

- iv. In consultation with the Director, Contractor shall create a Census inventory of collateral materials, including stadium cups, stickers, balloons, pens, pencils, mugs, chip clips, canvas and plastic bags, water bottles, pads, post-its, etc. As the campaign progresses, Contractor shall design additional campaign collateral items and coordinate with its Census Partnership Specialists to facilitate allocation of materials to community outreach events.

FLYER DISTRIBUTION

In addition to libraries, multi-service centers, health clinics, foreign language / ESL schools and classrooms, Contractor shall distribute and post Census flyers in public spaces, including refugee resettlement agencies, women’s support services, schools for the deaf and for the blind, day labor pool centers, social security offices, rehabilitation centers, probation offices, food banks, drivers’ license offices, universities’ and colleges’ food services establishments, student centers & dorms, municipal traffic courts, etc.

FUNDRAISING

Throughout Phase II, Contractor shall continue its fundraising efforts to support the Houston Counts campaign by soliciting donations from individuals and continuing to approach corporations, holding companies, retailers, especially in the hard to count areas of Houston.

PHASE III: CENSUS DAY AND POST CENSUS DISTRIBUTION (April – June 2010)

“Count down to the Final Count”

Contractor’s Project Team shall:

- i. with the support of media partners, establish the first 10 days of April 2010 as Houston’s Countdown to Final Count;” and make such emphasis as the final push to get people to bring their

- Houston Apartment Association's endorsement to provide information to apartment managers throughout the City;
- Educators, School Counselors by arming them with information for their teachers, students and parents and by working with high school community service sponsors to get them and their students to be Census volunteers;
- Business Alliance, comprising a diverse group, supported by the Greater Houston Partnership, of predominantly mid to small businesses, with the help of elected officials to establish the Houston Counts Business Alliance that will use its resources and materials provided by Contractor's Project Team to push information out to employees; and
- Union officials to work with unions such as SEIU to promote participation in the census among union members.

ADVERTISING/PSAs

- i. Contractor shall leverage the media buys made by the US Census Bureau, restricting its own buys to specific niche outlets (e.g., Hispanic radio). Since the Census Bureau's national ad campaign will be comprehensive in Houston's general market with a modicum of diverse media buy, Contractor shall dedicate any media buys it makes from the limited City budget to 'filling in the gaps' to create a more comprehensive diverse media presence for the Houston Counts campaign.
- ii. Further, in addition to the core messaging for the Census, Contractor shall recommend to the Bureau that any advertising it develops include culturally relevant message facts tailored for specific hard to count audiences.
- iii. Contractor shall work with publishers and station managers on underwriting additional placements and/ or spots. In addition to air-time, Contractor shall seek production assistance on PSAs that will resonate with Houston viewers and listeners. Contractor shall propose a PSA that features the Beatles song, "Somebody's Knocking at the Door," so the subliminal

Census enumerators begin door-to-door outreach. Contractor shall also use Twitter by sending "Tweet-Ups" as a virtual or physical meeting place to encourage people to meet at one location to complete their Census forms;

- * As part of a Mobile-to-mobile outreach, Contractor shall initiate a text message campaign or partner with a mobile telephone provider to position such a text message as part of its strategy to reach hard to count citizens; and
- * Contractor shall use all social-media outlets to encourage friendly competition between networks and 'friends' circles' to create a committed response to the Census and to recruit friends and family of Houstonians to commit to responding to the Census.

Influencers

As part of an effective outreach to hard-to-count groups to erase Houston's undercount, Contractor shall use its Census experts with long-standing relationships to community influencers in all the hard-to-count communities, by using the experts' professional outreach expertise in the Hispanic, Latino, African American, Pan African, Arab, Middle Eastern, Pan Asian, and East European communities. Contractor shall carefully structure and execute its outreach messages and activities to not only reach such communities but also to move them to respond to the Census count. As part of such an effective outreach campaign, Contractor shall use:

- Faith-based leaders to conduct "You Count" Sundays by establishing specific Sundays where congregants are reminded and designating afternoons for spiritual leaders to canvass their communities;
- Courthouse Count by securing municipal judges, probation officers, courthouse staff to request panels to respond to and mail in Census forms and to respond to enumerators in person in May;
- Hispanic Chamber Counts by requesting leaders of the Hispanic Chamber to visit community centers;
- League of Women Voters by supplying them with information on census and using their members as volunteers to get Census forms filled while registering voters;

- vi. request leaders from Houston's diverse cultures to speak out by organizing a roundtable on how being counted as America's most diverse city is beneficial to all Houstonians.

- Online and Digital Media

- i. In order to harness social media to launch a grassroots campaign, Contractor shall create a general message for all audiences, but, communicate such a message through a variety of channels including Web sites, Facebook, Twitter and mobile to mobile outreach program.
- ii. Contractor shall also create a short, man-on-the-street style video encouraging people to be counted and shall integrate Houston Counts' key messages in such video. In the video, Contractor shall feature a wide range of audiences, from Spanish-speaking immigrants and key influencers to senior citizens and the homeless. Contractor shall use the video as the platform piece for its online and digital media outreach.
- iii. Since the key to any online grassroots campaign is the sharing of a thought, document or notion that engages your audience enough for them to pass it along or start talking about it, the video will be used:
 - * In Online postings – Contractor shall post the short video online and provide links to the video on City of Houston, community partners'/centers', elected officials' and key influencers' websites. As a result, when Houstonians go to pay their water bill online or find out when a family event is happening at a local community center, they will be able to watch the video which will remind them to be sure to be counted and why;
 - * On Facebook – Contractor shall use Facebook to reach youth and young adults by deploying the network of friends and family that users build to harness one voice to reach thousands with a simple posting; and by creating a fan page and grassroots distribution of the video, so that younger audiences will be able to encourage their parents (especially those of Asian and Latino decent who may or may not speak English) to understand the Census and why it's important to be counted;
 - * On Twitter – Contractor shall use Twitter to update people in their Twitter network, to remind people about city-wide events and why they should be counted or other helpful notes as the

- i. competitive comparisons between Houston and other Texas metropolitan areas for Houstonians to hold on to our "4th largest US city" status;
 - ii. Focus on Houston's Rank, from 10th to 5th on the Metro scale by emphasizing the long-term dividends that Houston aspires to from the Census; the 12 year span in which a complete census count will benefit Houston's future in the return of Houstonians' federal tax dollars to our City; what a complete count means to getting our kids' educated; and the social services on the line if we're all not counted;
 - iii. Ask Houstonians the question: Who will represent you if the State and Congress don't know you exist?
 - iv. Reiterate the fact that more Houston urban schools close because lack of funding exists, today; and
 - v. Profile success stories to point to what Census Partners are doing to make a difference.
- Culturally relevant stories.

Contractor's Project Team shall:

- i. pitch relevant stories to target the 100+ diverse local media serving Hispanic, African American, Asian, International and Unique audiences of Houston and ensure that news stories specifically relevant to each of Houston's diverse cultural groups will motivate all members of their communities to be counted as set out in the specific plans for each community in Exhibit "A-3;"
- ii. focus on how Houstonians are all in this together and even though Houston is home to at least 120 immigrant nationalities, diverse communities are working toward a common Census goal;
- iii. emphasize how "Being Counted is Safe;" why filling out the census form won't lead to immigration or legal concerns;
- iv. demonstrate how Census is in your best interest and show how counting everyone who lives with you - children, boyfriends, temporary guests- can make your life better in Houston; and

- * As part of the visual displays at the event, Contractor shall use printed Houston Counts campaign hands icon representing the number of estimated undercounted and place such prints on sticks for display at prominent city parks such as Discovery Green;
- * Contractor shall invite officials, music celebrities, sports figures, corporate heads, spiritual leaders to the event; and
- * schedule performances by artists from diverse communities.
- * With the help of media partners to support and publicize such events, Contractor shall organize smaller versions of the Houston Counts event at community points, including multi-service centers, neighborhood community centers, employment centers, schools and the like; and
- * Contractor shall include local influencers in neighborhoods (ministers, deejays, rappers, soccer stars, officials, etc.) to participate in such events.

C. Neighborhood/community events

Contractor shall work with HPD and National Night Out organizers to conduct an evening event and promote Houston Counts at school fairs and church bazaars.

D. Block Walks

In consultation with the Director, Contractor's Project Team shall organize Street Teams to begin canvassing neighborhoods and instruct the Street Teams when possible, to request those who have responded to the Census to place an "I Count" sign in either their window or front yard.

MEDIA AND INFLUENCER OUTREACH

Print and Broadcast

- News stories.

Contractor's Project Team shall use the fact that the Census will be a big story that media outlets will be eager to feature as part of their economic and governmental stories to explain the benefits of a complete census count to their reading public by pitching daily, weekly and monthly publications on stories that include:

component of the campaign.

- * Contractor's Project Team shall deploy its Outreach Team with a proven track record of recruitment and training of volunteers for community events and political campaigns to bring key volunteers in neighborhoods projected to be hard to count to the 2010 Census Campaign (e.g., establish Street Teams- see above).
- * Contractor's Project Team shall work with the US Census in developing Training programs for Volunteers and such training materials shall be developed and accessible both on-line and in hard copy. Training materials shall include:
 - * Rally in a box. Template materials and instructions on how to pull together a Census rally or a block walk;
 - * FAQs of collection and usage of Census data;
 - * Public interaction skills and tips;
 - * Responsibilities inherent in representing Houston Counts; and
 - * How to host a Census Assistance Center.

Phase II: Census Distribution Outreach (January- April)

Teaser events

- A. Contractor's Project Team shall work with the Mayor's Special Events Office to ensure that a Houston Counts component that brings the Census to the top of peoples' minds is included to leverage established city-wide community events such as Martin Luther King Day, Black History Month, the Rodeo, the Lunar New Year, the International Festival and the Children's Festival.
- B. City-wide "Houston Counts" event
 - * Contractor shall, in consultation with the Director, organize a sizeable event at City Hall or George R. Brown Convention Center on March 10, 2010;

- * the creation of street teams of volunteers assigned by City Council districts to work closely and to interact with Census volunteers while working their own specific neighborhoods to market and canvass for Houston Counts by identifying hard to count neighbors; and
 - * the soliciting of unofficial spokespersons, such as media anchors, musicians, athletes, to address undercounted audiences;
- G. Contractor's Project Team shall plan and launch teaser campaign special events (including with the Mayor's Office of Special Events) and leverage existing events, including but not limited to:
- * Martin Luther King Weekend;
 - * Black History Month;
 - * Lunar New Year;
 - * Asian Pacific American Heritage Month;
 - * Guaranty Bank Tour de Houston;
 - * City-wide "Census Count Down" launch event;
 - * Rodeo;
 - * Bayou City Art Festival;
 - * Cinco de Mayo April 1 "Census Day" event;
 - * HEB Children's Festival;
 - * Houston International Festival;
 - * Asian Pacific Heritage Festival; and
 - * Pride Houston.
- H. Contractor shall assist the City in planning a "Census in Schools" program.
- I. Recruit and Train Volunteers
- * In consultation with the Director, Contractor's Project Team shall coordinate with Census Partnership Specialists, who will provide training, and members of the Volunteer Sub-Committee to support their volunteer recruitment and recruitment

convey the Project's "It's Easy. It's Important. It's Safe" message, locally, including (in translation in appropriate languages, as needed:

- Flyers;
- Packaged information resources: fact sheets, comparative analysis data, community leadership statements and commentary, man-on-the-street testimonials (all SEO);
- Media kits with above content plus releases, alerts, etc.;
- Templates for presentations, brochures;
- Digital media: Complete Count Facebook, Team Twitterati, Viral animation
- "I Count" Signs (yard and guerilla marketing);
- Houston Counts Hands icons for display;
- T-Shirts – Co-sponsored by businesses;
- Stickers – Co-sponsored;
- PSAs;
- Specialty items (balloons, pens, etc) Co-sponsored; and
- Incentives.

F. Develop Census Partners, Street Teams, Promotions and Fundraising;

- Contractor shall deploy its Outreach Team to utilize its comprehensive lists and contacts for target-audience community and faith- based organizations to recruit them to participate in the Houston Counts / Census campaign, including:

- * the recruiting and developing of Census Partners with neighborhood businesses, retailers, sports celebrities and media on promotions that will create interest in Houston Counts and help underwrite activities, events and marketing efforts;

- EMS;
- Labor unions;
- Faith organizations (especially those with outreach to resettlement and immigrant populations);
- Health care clinics;
- Health care providers;
- Foreign language schools/ organizations;
- Resettlement centers;
- Women's support service centers;
- Food banks;
- Drivers license offices;
- Social security offices;
- Probation offices;
- University and college student centers and dorms;
- Case workers;
- Transit centers;
- Retail, entertainment and sports outlets;
- Special events, festivals and community venues;
- Unions;
- Community based organizations;
- Neighborhood groups;
- Government buildings (post offices, courthouses, etc.) and outlets (jury summons); and
- Welfare offices.

E. Contractor shall develop local materials to supplement what is provided by the US Census Bureau and determine the need for additional collateral and/ or social media pieces that will

- * High Potential for Undercount in Isolated Pockets of Neighborhoods with an otherwise Low Potential for Undercount; and
 - * Low Potential for Undercount.
- B. Ethnic, Racial and Low Income Demographics
- * Predominantly Anglo (26 Super Neighborhoods);
 - * Predominantly Hispanic / Anglo Mix (13 Super Neighborhoods);
 - * Predominantly Hispanic (12 Hispanic Super Neighborhoods);
 - * Predominantly African American (23 Super Neighborhoods); and
 - * Predominantly Multi-Racial (15 Super Neighborhoods).
- C. Contractor's Project Team shall:
- * work with the City's Planning and Development Department to geo-code the target audience locations for mapping with the City's GIS system;
 - * in consultation with the Director, create target audience mapping for outreach purposes; and
 - * coordinate with the Outreach Team to generate outreach activity listings in collaboration with Census Partnership Specialists and Houston Counts Outreach Committee and other Co- Chairs.
- D. Contractor shall determine which of the following channels of distribution to use for messages tailored to reach each community, in translation, as needed:
- Mass media (radio, TV, print);
 - Social and digital media (web sites, blogs, YouTube, Facebook);
 - Schools and classrooms;
 - Libraries;
 - Multiservice centers;

8. As proposed by Contractor in its response to City's RFP S30-T23311 and in consultation with the Director, Contractor shall launch a Houston city-wide grass roots outreach campaign targeting audiences listed below that are known to be consistently undercounted by implementing the Project in the following four phases:

- Phase I: research and planning (October-December);
- Phase II: census distribution outreach (January-April);
- Phase III: Post-census distribution outreach (April-June); and
- Phase IV: wrap-up (July-until Project documentation is complete)

9. PHASE I: RESEARCH AND PLANNING (October – December)

- In consultation with the Director and by using the latest data from the City's Planning and Development Department, the Houston Compact's Drill Down Report, the US Census Monitoring Board Reports on high density residential areas of highly mobile residents, Contractor shall identify residences of the audiences, their neighborhoods and their areas of activity to estimate the rate of undercount in specific Houston neighborhoods.
- Contractor shall review the 88 Super Neighborhoods classified by the City's Planning and Development Department and based on prior census experience and resident migration to the area in the last 10 years, prioritize Houston's Super Neighborhoods by:

A. Undercount Target Priorities

- * High Potential for Undercount;
- * High to Moderate Potential for Undercount;
- * Moderate Potential for Undercount;

Intranet for its Project Team to track Project activities, influencer outreach, correspondence and accounting; and

- ii. Contractor is responsible for scheduling meetings, measuring benchmarks and reporting or updating the Director on the progress of the Project.

PROJECT PLAN OBJECTIVES

5. Contractor's Project Team shall:
 - A. develop and execute key Project strategies to improve:
 - mail-in response rate to surpass the national average;
 - co-operation with follow-up enumerators;
 - overall accuracy to reduce the undercount;
 - B. work with volunteers on the Mayor's Complete Count sub-committees to:
 - raise support;
 - establish creative partnerships within the community;
 - collaborate with local media;
 - identify outreach opportunities; and
 - recruit volunteers.
 - C. collaborate with the US Census to avoid duplication of effort.

PROJECT GOALS

6. In consultation with the Director, Contractor's Project Team shall implement the Project with the goal of reaching every household and move everyone to respond to the census by letting them know that "It's Easy. It's Important. It's Safe."
7. Contractor shall reach specific ethnic groups in the City of Houston in the manner set out below.

- iii. Collaborate and integrate with the Complete Count Committee, the Census Bureau, and community volunteers and organizations that have direct access to the public the City is trying to reach.
- Implementation
 - i. Leverage the efforts of the U.S. Census Bureau by using their messages and materials to build interest in the local community about the benefits to the community;
 - ii. With the goal to reach every individual and influences of those individuals, focus on those populations that have low response rates with various communication tactics;
 - iii. Position the “City” as members of “a winning team” by using a broad-based and comprehensive public awareness campaign; and
 - iv. Ensure that “Census presence” is part of all events and activities with supporters acting as “cheerleaders” to recruit more and more “boosters” at as many venues as possible.
- Fundraising
 - i. Contractor shall work with the finance subcommittee of the Mayor’s Complete Count Committee, businesses and individuals in the community to raise additional dollars and/or in-kind support to broaden the proposed local communications campaign.
- Project Management
 - i. Contractor shall employ a variety of processes to ensure that its Project Team and the community groups it interfaces with are moving forward effectively and efficiently, including the development of a Complete Count

- Mayor's Complete Count Committee;
 - Council Members and their designee; and
 - Census Partners – Business Leaders.
4. Contractor's methodology, as proposed by it in its response to City's RFP S30-T23311 for implementing the Project shall be five-pronged, consisting of:
- Research
 - i. Contractor shall conduct extensive research of neighborhoods and hard-to-reach communities that have been undercounted;
 - ii. identify and research partnership possibilities with the leadership and research effective, efficient channels of distribution in those communities; and
 - iii. establish priorities in terms of reaching individuals based on demographics and resources available to overcome constituents' reasons for not responding, which include indifference, fear of authority, legal status, criminal records, homelessness, as well as language, cultural and generational barriers and lack of access to or awareness of information.
 - Plan Development
 - i. Based on its research, Contractor shall identify channels of distribution and develop a strategy and specific outreach plan to reach the undercounted by audiences and neighborhoods;
 - ii. Plan an aggressive effort to reach unmotivated constituents by using layers of messages to motivate them to act; and

EXHIBIT "A" SCOPE OF WORK

1. Contractor warrants that it can deploy a diverse and experienced team of marketing and communications professionals ("Project Team," listed in Exhibit "A-1"), along with advisors with expertise in Census information and strategies ("Project Consultants," listed in Exhibit A-2), to be the lead agency and project manager for the City's Houston Counts local communications program and provide all professional services listed in Exhibit "A" within the timeframe set out in Exhibit A-4 for a total cost of \$450,000.00 as set out in Exhibit "B."
2. During the term of this Agreement and for the duration of the Houston Counts campaign, Contractor warrants that it can provide the Project Team whose resume's were submitted by Contractor in response to City's RFP S30-T23311 and are attached to this Agreement as Exhibit "A-1." In the event any Project Team member whose resume' is attached in Exhibit "A-1" is no longer employed by Contractor during the term of this Agreement, then Contractor shall submit for the Director's approval the resume' of the replacement Project Team member with the same level of education, skills and experience as the one being replaced.
3. Contractor's Project Team shall interface with the following groups to implement the Houston Counts campaign:
 - US Census Plan & Staff (its Partnership Specialists);
 - City's Planning and Development staff assigned to the campaign;
 - Harris County Commissioner's Court;
 - Elected and appointed officials in counties surrounding Houston and Harris County;

CONTRACTOR IN WRITING. IF CONTRACTOR DOES NOT PAY THE DEBT WITHIN 30 DAYS OF EITHER SUCH NOTIFICATION, THE CITY CONTROLLER MAY DEDUCT FUNDS IN AN AMOUNT EQUAL TO THE DEBT FROM ANY PAYMENTS OWED TO CONTRACTOR UNDER THIS AGREEMENT, AND CONTRACTOR WAIVES ANY RECOURSE THEREFOR. CONTRACTOR SHALL FILE A NEW AFFIDAVIT OF OWNERSHIP, USING THE FORM DESIGNATED BY CITY, BETWEEN FEBRUARY 1 AND MARCH 1 OF EVERY YEAR DURING THE TERM OF THIS AGREEMENT.

out in the following paragraph. This Agreement does not create any personal liability on the part of any officer or agent of the City.

R. Business Structure and Assignments

Contractor shall not assign this Agreement at law or otherwise or dispose of all or substantially all of its assets without the Director's prior written consent. Nothing in this clause, however, prevents the assignment of accounts receivable or the creation of a security interest as described in §9.406 of the Texas Business & Commerce Code. In the case of such an assignment, Contractor shall immediately furnish the City with proof of the assignment and the name, telephone number, and address of the Assignee and a clear identification of the fees to be paid to the Assignee.

Contractor shall not delegate any portion of its performance under this Agreement without the Director's prior written consent.

S. Remedies Cumulative

Unless otherwise specified elsewhere in this Agreement, the rights and remedies contained in this Agreement are not exclusive, but are cumulative of all rights and remedies which exist now or in the future. Neither party may terminate its duties under this Agreement except in accordance with its provisions.

T. CONTRACTOR DEBT

IF CONTRACTOR, AT ANY TIME DURING THE TERM OF THIS AGREEMENT, INCURS A DEBT, AS THE WORD IS DEFINED IN SECTION 15-22 OF THE HOUSTON CITY CODE OF ORDINANCES, IT SHALL IMMEDIATELY NOTIFY THE CITY CONTROLLER IN WRITING. IF THE CITY CONTROLLER BECOMES AWARE THAT CONTRACTOR HAS INCURRED A DEBT, SHE SHALL IMMEDIATELY NOTIFY

documents and records that the City Attorney requests to assist in determining Contractor's compliance with this Agreement, with the exception of those documents made confidential by federal or State law or regulation.

L. Ambiguities

If any term of this Agreement is ambiguous, it shall not be construed for or against any party on the basis that the party did or did not write it.

M. Survival

Contractor shall remain obligated to the City under all clauses of this Agreement that expressly or by their nature extend beyond the expiration or termination of this Agreement, including but not limited to, the indemnity provisions.

N. Publicity

Contractor shall make no announcement or release of information concerning this Agreement unless the release has been submitted to and approved, in writing, by the Director.

O. Risk of Loss

Unless otherwise specified elsewhere in this Agreement, risk of loss or damage for each Product passes from Contractor to the City upon acceptance by the City.

P. Parties In Interest

This Agreement does not bestow any rights upon any third party, but binds and benefits the City and Contractor only.

Q. Successors and Assigns

This Agreement binds and benefits the Parties and their legal successors and permitted assigns; however, this provision does not alter the restrictions on assignment and disposal of assets set