

AGREEMENT FOR COMMUNICATIONS SERVICES

This Agreement for Communication Services (“Agreement”) is entered into as of the 6th day of February, 2018, between the City of Norman, Oklahoma, a municipal corporation (the “City”) and Hahn Public, a communications agency (the “Agency”), collectively the “Parties”.

WITNESSETH:

WHEREAS, the City has undertaken a process to bring forward to the voters of Norman a proposal for the creation of a stormwater utility and implementation of a related rate;

WHEREAS, Request for Proposals No. 1718-35 (“RFP”) sought proposals from qualified consultants to conduct public opinion research and develop strategic recommendations for outreach and a public engagement plan in advance of a potential ballot initiative to establish funding mechanisms for stormwater, water quality protection, and flooding issues in Norman; and

WHEREAS, the City has reviewed the proposals and desires to move forward with a contract with Agency to perform the services specified herein, in the RFP, and in the Agency’s response to the RFP, attached hereto as Exhibit A and incorporated fully herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

- I. Project Scope. The purpose of this project is to develop public education materials to communicate the need for a stormwater utility and research to allow residents to share their opinion on the funding options.

- II. Responsibilities of the Agency.
 - A. Phase 1 - Pre-Campaign Evaluation: The Agency will design and disseminate a survey to better understand Norman residents’ perceptions toward creation a stormwater utility and establishing a stormwater fee. The Agency will also conduct a minimum of three 90 minute focus groups comprised of residents from Wards where opposition to a prior stormwater election was strongest. The deadline for completion of Phase 1 is March 20, 2018.

 - B. Phase 2 – Message Refinement and Campaign Launch: The Agency create tailored messages and launch a campaign with such messages based on data gathered from Phase 1. The Agency will utilize a variety of mediums to deliver the messages and reach residents. The deadline for completion of Phase 2 is July 20, 2018.

- C. Phase 3 – Post-Campaign Evaluation: The Agency will analyze the effectiveness of the campaign conducted during Phase 2 and determine whether a majority of Norman residents will vote for the establishment of a stormwater utility fee. Phase 3 will also include an evaluation of how Norman residents perceived the messages of the campaign. Phase 3 must be complete at least one month prior to City Council’s calling of an election for the establishment of a stormwater fee.

III. Deliverables.

- A. Survey Design and Analysis
- B. Strategic Communication Plan
 - 1. Development of a comprehensive strategic communication plan that is reflective of the research findings and stakeholder analysis.
 - 2. Media training – This includes 4 half-day workshops to train up to 29 spokespeople on how to craft persuasive and tactful responses to difficult questions from the media and the general public.
- C. Creative Development.
 - 1. Development of a digital campaign that includes microsite, five social media posts, one digital brochure on rural stormwater issues, one digital brochure on urban stormwater issues, one utility bill insert on the new stormwater utility and fee proposal, one digital handout explaining the stormwater utility and fee, and one style guide with all of the assets.
- D. Travel. This Agreement includes three trips averaging two days per trip for two team members to attend kick-off meetings, focus group meetings, and presentation of campaign creative concepts.
- E. Project Management: The Agency will plan and execute weekly project update meetings, meetings in person while in Norman, and day-to-day management of project activities and internal meetings.

IV. Costs for Project.

- A. Costs for Services: The Project Costs shall not exceed \$89,900 without prior approval by the City. Any costs that are in addition to the original contract amount will be at a cost of \$160 per hour. Additional expenses will be approved by the City prior to activity. The breakdown of the project costs is as follows:

1. Phase 1/Job #1 – Survey Design and Analysis. Includes: pre-survey, three focus groups, project management expenses and travel expenses for two trips (kick-off meeting and media training)

\$ 42, 600

2. Phase 2 /Job #2 – Strategic Communication Plan. Includes: Public outreach and communication plan, talking points, election strategy, media training workshop, creative development (design and microsite), project management expenses and travel expenses for one trip.

\$ 37,100

3. Phase 3//Job #3 – Post Campaign. Includes: Post-survey and project management expenses

\$ 10,200

B. Payment Schedule: The City will pay the Agency upon completion of each Phase outlined in Section II herein. The Agency shall submit invoices within ten (10) business days after the completion of each Phase of the Project, detailing the services performed during that phase and the charge for each service. The City shall pay such invoices within ten (10) business days of receipt unless there is a dispute about the services performed. If there is such a dispute, the City will notify the Agency prior to the due date for payment so that the Parties can address any issues.

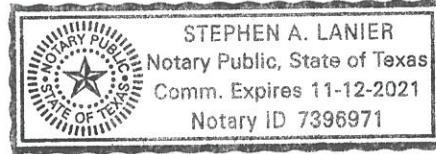
V. Termination. This Agreement may be terminated with or without cause, provided at least thirty (30) days written notice is provided to the non-terminating party. In the event of termination, payments will be made to Agency only for the services actually provided.

VI. Notices. Any notices or other communication provided for herein shall be directed to the following Project Managers:

For the City: Claudia Deakins
201 W. Gray
Norman, OK 73069
(405) 217-7723
Claudia.deakins@normanok.gov

For the Agency: Jeff Hahn, Principal
4200 Marathon Blvd, 3rd Floor
Austin, TX 78756
jhahn@hahnpublic.com

IN WITNESS WHEREOF, this Agreement is entered into the 6th day of February, 2018.



HAHN PUBLIC

By: [Signature]
Name: J. Hahn
Title: PRESIDENT

Attest: [Signature]

(Corporate Seal)

CITY OF NORMAN, OKLAHOMA

By: _____
Name: Lynne Miller
Title: Mayor

Attest: _____
Clerk

(Seal)

Approved as to form and legality this _____ day of _____, 2018.

City Attorney