

**CONTRACT ROUTING FORM**

**\*\*NOTE: CITY ATTORNEY MUST REVIEW CONTRACTS BEFORE SUBMISSION TO CITY COUNCIL**

SUBMITTED BY: Jennifer Lawson *[Signature]* DATE: 11/14/2017

SERVICE AREA/UNIT: Systems Planning - Public Services

CONTRACTOR: Tex Hahn Communications, Inc.

PURPOSE: Public Outreach and Marketing Plan for Utilities

CONTRACT TYPE:  SERVICES  MATERIALS AND CONSTRUCTION  
 OTHER: \_\_\_\_\_

CONTRACT AMOUNT: \$135,170.00

HUMAN RIGHTS APPRV. DATE: 7/27/2017 LIVING WAGE APPRV. DATE: 7/27/2017

RESOLUTION REQUIRED:  YES  NO NUMBER: R-17-404  
(ATTACH)

SIGNATURES: **PLEASE MARK PAGES**  
(IN ORDER)

	REQUIRED	SIGNED	DATE SIGNED
CONTRACTOR	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<u>2/13/18</u>
SERVICE AREA	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<u>11/15/17</u>
CITY ATTORNEY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<u>1/26/18</u>
CITY ADMINISTRATOR	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<u>1/30/18</u>
MAYOR	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
CITY CLERK	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<u>2/6/18</u>

RETURN CONTRACT TO: Jennifer Lawson PHONE: X43735

**City of Ann Arbor  
Assignment Detail**

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**File #** A17-01010  
Tex Hahn Comm., Inc. - Public Outreach & Marketing Plan for Utilities

**Attorney 1** Abigail Elias **Staff**  
**Attorney 2** **Investigator**  
**Attorney 3**  
**Attorney 4**  
**Attorney 5**

**Outside Counsel** **Action** Review for signing  
**Category** Contracts **Subject**  
**Type** **Priority** Normal  
**Dept** Public Servs. - Systems Planning **Acct** General

**Received** 11/16/2017 **Target** **Completed**  
**Status Desc** **Status Code** Open  
11/25/18 MRR - INSURANCE COMPLETE + READY FOR SIGNING.

11/27/17 03:24pm - AE - meeting with J. Lawson; discuss emails re: insurance documents; forward email to MRR for coverage.  
11/17/17 02:11pm - AE - Reviewed; email to J. Lawson re: insurance documentnation not sufficient. Also email re: effective date.  
11/16/17 01:06pm - SLB - Opened assignment and gave AE for review

**Disposition**

**Description**

Professional Services Agreement with Tex Hahn Communications, Inc. for Public Outreach and Marketing Plans for Utilities.  
Contract Amount: \$135,170  
Resolution: R-17-404

**Archive Information**

**Date**  
**File Location**  
**Box** **Destroyed** No  
**Locator** **Destroyed Date**  
**Remarks**



# City of Ann Arbor

## Council Action

Resolution: R-17-404

301 E. Huron St.  
Ann Arbor, MI 48104  
<http://a2gov.legistar.com/Calendar.aspx>

**File Number: 17-1431**

**Enactment Number: R-17-404**

Resolution to Approve a Professional Services Agreement with Tex Hahn Communications, Inc. for the Public Outreach and Marketing Plan for Utilities (RFP No. 17-17, \$135,170.00)

Whereas, Professional consulting services are needed to complete a Public Outreach and Marketing Plan for Utilities;

Whereas, The City issued RFP No. 17-17 for professional services to complete the Public Outreach and Marketing Plan for Utilities;

Whereas, Tex Hahn Communications, Inc. of Texas was selected based on their proposal, national experience with marketing and communications, and their competitive fee schedule;

Whereas, It is now desired to enter into an agreement with Tex Hahn Communications, Inc. of Texas for the professional services associated with the project;

Whereas, Funding for this project is available in the approved FY 2018 Stormwater Sewer System, Sewage Disposal System, and Water Supply System Fund Operation and Maintenance Budgets; and

Whereas, Tex Hahn Communications, Inc. of Texas complies with the requirements of the City's Non-Discrimination and Living Wage Ordinances;

RESOLVED, That Council approve a Professional Services Agreement with Tex Hahn Communications, Inc. of Texas in the amount of \$135,170.00 for the Public Outreach and Marketing Plan for Utilities;

RESOLVED, That the Mayor and City Clerk be authorized and directed to execute said agreement after approval as to form by the City Attorney and approval as to substance by the Public Services Administrator and the City Administrator; and

RESOLVED, The City Administrator be authorized and directed to take the necessary administrative actions to implement this resolution.

At a meeting of the City Council on 11/9/2017, a motion was made by Chip Smith, seconded by Jack Eaton, that this Resolution R-17-404 be Approved. The motion passed.

**Yeas: 0**

**Nays: 0**

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
TEX HAHN MEDIA, INC.  
AND THE CITY OF ANN ARBOR  
FOR PUBLIC OUTREACH AND MARKETING PLAN FOR UTILITIES**

The City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 E. Huron St. Ann Arbor, Michigan 48103 ("City"), and **Tex Hahn Media, Inc.** ("Contractor") a **Texas Corporation** with its address at **4200 Marathon Boulevard, Suite 300, Austin, TX, 78756** agree as follows on this 10th day of February, ~~2017~~ 2018

The Contractor agrees to provide services to the City under the following terms and conditions:

**I. DEFINITIONS**

Administering Service Area/Unit means **Systems Planning Unit**.

Contract Administrator means **Jennifer E. Lawson**, acting personally or through any assistants authorized by the Administrator/Manager of the Administering Service Area/Unit.

Deliverables means all Plans, Specifications, Reports, Recommendations, and other materials developed for and delivered to City by Contractor under this Agreement

Project means **Public Outreach and Marketing Plan for Utilities**.

**II. DURATION**

This Agreement shall become effective on February 6, 2018, and shall remain in effect until satisfactory completion of the Services specified below unless terminated as provided for in Article XI.

**III. SERVICES**

A. The Contractor agrees to provide **Consulting** ("Services") in connection with the Project as described in Exhibit A. The City retains the right to make changes to the quantities of service within the general scope of the Agreement at any time by a written order. If the changes add to or deduct from the extent of the services, the contract sum shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement.

B. Quality of Services under this Agreement shall be of the level of quality performed by persons regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator.

C. The Contractor shall perform its Services for the Project in compliance with all statutory, regulatory and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.

D. The Contractor may rely upon the accuracy of reports and surveys provided to it by the City (if any) except when defects should have been apparent to a reasonably

- C. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses, including attorney's fees, resulting or alleged to result, from any acts or omissions by Contractor or its employees and agents occurring in the performance of or breach in this Agreement, except to the extent that any suit, claim, judgment or expense are finally judicially determined to have resulted from the City's negligence or willful misconduct or its failure to comply with any of its material obligations set forth in this Agreement.

**VII. COMPLIANCE REQUIREMENTS**

- A. Nondiscrimination. The Contractor agrees to comply, and to require its subcontractor(s) to comply, with the nondiscrimination provisions of MCL 37.2209. The Contractor further agrees to comply with the provisions of Section 9:158 of Chapter 112 of the Ann Arbor City Code and to assure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity.
- B. Living Wage. If the Contractor is a "covered employer" as defined in Chapter 23 of the Ann Arbor City Code, the Contractor agrees to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code. The Contractor agrees to pay those employees providing Services to the City under this Agreement a "living wage," as defined in Section 1:815 of the Ann Arbor City Code, as adjusted in accordance with Section 1:815(3); to post a notice approved by the City of the applicability of Chapter 23 in every location in which regular or contract employees providing services under this Agreement are working; to maintain records of compliance; if requested by the City, to provide documentation to verify compliance; to take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee or person contracted for employment in order to pay the living wage required by Section 1:815; and otherwise to comply with the requirements of Chapter 23.

**VIII. WARRANTIES BY THE CONTRACTOR**

- A. The Contractor warrants that the quality of its Services under this Agreement shall conform to the level of quality performed by persons regularly rendering this type of service.
- B. The Contractor warrants that it has all the skills, experience, and professional licenses necessary to perform the Services specified in this Agreement.
- C. The Contractor warrants that it has available, or will engage, at its own expense, sufficient trained employees to provide the Services specified in this Agreement.
- D. The Contractor warrants that it is not, and shall not become overdue or in default to the City for any contract, debt, or any other obligation to the City including real and personal property taxes.

- D. The provisions of Articles VI and VIII shall survive the expiration or earlier termination of this Agreement for any reason. The expiration or termination of this Agreement, for any reason, shall not release either party from any obligation or liability to the other party, including any payment obligation that has already accrued and Contractor's obligation to deliver all Deliverables due as of the date of termination of the Agreement.

## **XII. REMEDIES**

- A. This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory and/or other legal right, privilege, power, obligation, duty or immunity of the Parties.
- B. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any agreement between the parties or otherwise.
- C. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently effect its right to require strict performance of this Agreement.

## **XIII. NOTICE**

All notices and submissions required under this Agreement shall be delivered to the respective party in the manner described herein to the address stated in this Agreement or such other address as either party may designate by prior written notice to the other. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by next day express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent next day express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

If Notice is sent to the CONTRACTOR, it shall be addressed and sent to:

Tex Hahn Media, Inc.  
4200 Marathon Boulevard, Suite 300  
Austin, TX, 78756

Contractor agrees to advise the City if Contractor has been or is retained to handle any matter in which its representation is adverse to the City. The City's prospective consent to the Contractor's representation of a client in matters adverse to the City, as identified above, will not apply in any instance where, as the result of Contractor's representation, the Contractor has obtained sensitive, proprietary or otherwise confidential information of a non-public nature that, if known to another client of the Contractor, could be used in any such other matter by the other client to the material disadvantage of the City. Each matter will be reviewed on a case by case basis.

**XVI. SEVERABILITY OF PROVISIONS**

Whenever possible, each provision of this Agreement will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this Agreement or the application of any provision to any party or circumstance will be prohibited by or invalid under applicable law, that provision will be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provisions of this Agreement or the application of the provision to other parties and circumstances.

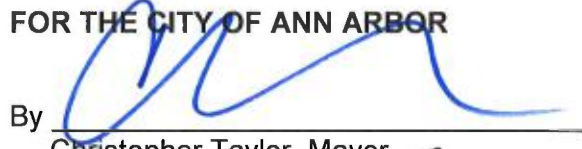
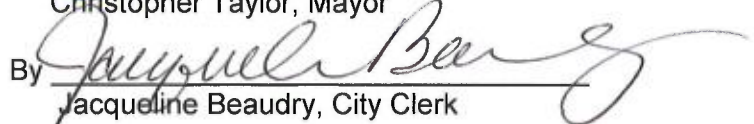
**XVII. EXTENT OF AGREEMENT**

This Agreement, together with any affixed exhibits, schedules or other documentation, constitutes the entire understanding between the City and the Contractor with respect to the subject matter of the Agreement and it supersedes, unless otherwise incorporated by reference herein, all prior representations, negotiations, agreements or understandings whether written or oral. Neither party has relied on any prior representations, of any kind or nature, in entering into this Agreement. No terms or conditions of either party's invoice, purchase order or other administrative document shall modify the terms and conditions of this Agreement, regardless of the other party's failure to object to such form. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their permitted successors and permitted assigns and nothing in this Agreement, express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement. This Agreement may only be altered, amended or modified by written amendment signed by the Contractor and the City. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

**FOR CONTRACTOR**

By  \_\_\_\_\_  
Type Name  
Its

**FOR THE CITY OF ANN ARBOR**

By  \_\_\_\_\_  
Christopher Taylor, Mayor  
By  \_\_\_\_\_  
Jacqueline Beaudry, City Clerk

**EXHIBIT A  
SCOPE OF SERVICES**

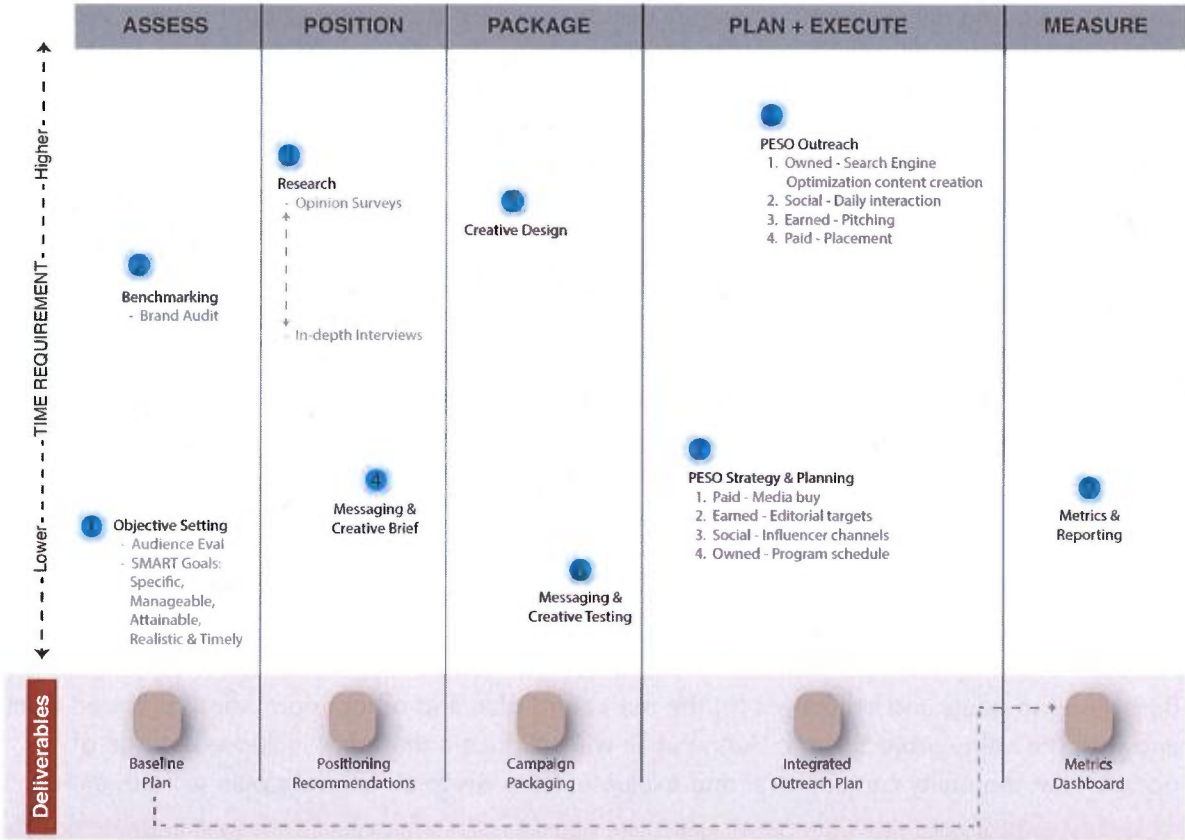
**(Insert/Attach Scope of Work & Deliverables Schedule)**



## C. Approach and Proposed Work Plan

Once Hahn Public has reviewed the water utility’s existing communications materials and market research; established mutual goals, objectives and metrics; and understood the resources and capabilities available to the project team to deploy various strategies, tools and tactics, we will craft a framework and timeline to guide how the utility can engage and educate its target audiences.

In developing marketing plans, Hahn Public’s focus is to allocate resources appropriately among strategies and solutions that can convey the right messages to the right audiences, moving customer behavior and perception toward securing sustainable and impactful outcomes. Strategies typically include community engagement strategies relying on in-person contact — helping to establish the staff of City and utility as experts and brand ambassadors — as well as the media channels we organize into a PESO model — paid, earned, social and owned:





constraints through a creative media and engagement mix and strategically planned schedules, with a combination of channels (broad and targeted) for maximum efficiency.

Through initial analysis, Hahn Public will know if the outcomes desired by the City of Ann Arbor — and, importantly, the branding tactics and messages it seeks to convey — call for more emphasis on out-of-home (including event sponsorship) and broadcast visibility and reach, or more on digital and social placements that can be behaviorally targeted, or more on direct-mail and community-based strategies that can reach more deeply into particularly demographic, geographic or psychographic segments.

As noted above, these choices reflect not only the contours of the utility's targeted audiences but also (perhaps more so) those of the key influencers who will elevate the utility's brand perceptions and motivate behavior change and increase public approval. Targeted customers also need to be informed by the utility's own marketing and editorial calendar, including the milestones (rate setting, legislative/regulatory hearings, seasonal events) that may drive additional audience interest in the utility.

#### *Milestone 3:*

#### *Working sessions for the draft integrated marketing plan*

In addition to working with the utility to narrow and refine the tactics and tools incorporated in the plan, Hahn Public will also incorporate the utility's feedback to add detail where appropriate — for example, identifying specific relevant community or media partners. Such useful elements that would not be apparent before the plan is drafted become obvious at this phase of development.

#### **Our Client Service Values**

We commit to the highest standards of performance for our clients:

- Professionalism: Protecting the reputation of the project at all times
- Good stewardship: Being frugal and meticulous in managing funding and budgets
- Inclusivity: Achieving diversity and a high level of community involvement
- Sensitivity: Understanding current issues and responding in appropriately
- Responsiveness: Providing exceptional service and flexibility

#### **Commitment to Client**

Hahn Public is aware that geographic location is a factor in the decision-making process for City of Ann Arbor. Even though Hahn Public is an Austin based firm, we successfully manage many out-of-state clients. For example, One Gas is officed in Oklahoma and Kansas City. Also, Lubbock Power and Light, based in Lubbock, Texas, is an approximately eight-hour drive from our headquarters. Despite the distance, Hahn Public makes it a point to provide extra contact with out-of-state clients.

## C.1. Proposed Work Plan

A typical work plan process for Hahn Public is as follows:

- Planning
  - Kickoff Meeting
  - Research
  - Message and Creative Review
  
- Plan Development
  - Paid Media Strategy
  - Earned, Social, Owned Outreach Strategy
  - Plan Revision and Refinement
  
- Creative and Production
  - Brand development

### Planning

#### Kickoff Meeting

This comprehensive planning session includes a systematic approach to analyzing and understanding how our work can help achieve the client's key outcomes. The session will include a detailed discussion of available resources, budget guidelines and time frames as well as establishing reporting relationships and, as appropriate, identifying current and potential partners. Typical planning sessions follow a strategic and disciplined approach that includes:

- Exploring and understanding the client's objectives
- Establishing clear metrics of success
- Understanding key strengths, weaknesses, opportunities and threats
- Defining target audiences and their core values

#### Research

As part of the work done in the kickoff meeting, we can identify existing research and data resources available for our review and analysis. During this review, we identify any critical needs for new research that should be done to inform marketing plan development. This research program (often taking the form of structured in-depth interviews and/or focus groups) is tailored to respond to the needs of a particular project — for example, if Hahn Public is also developing new branding for the client.

After developing campaign goals, we evaluate each medium thoroughly and make recommendations based on its abilities to reach the target audience with maximum cost-efficiency and optimal timing. Considerations for media selection include:

- Demographic and psychographic profiles of target audience, including relevant behavioral and transactional triggers, influencers and media consumption habits
- Audience profile of medium
- Context of the medium and its ability to present the brand and message well
- Geographic and seasonal criteria that may impact cost or provide leverage opportunities, including holidays, political advertising, festivals, and events
- The medium's relevance with culturally diverse audiences
- Reach and cost of the medium for ROI
- Opportunities to extend the campaign with added-value, including PSAs
- Timing — media such as paid search allows for a sustained presence, while other placements such as outdoor and radio are best timed to support seasonal triggers for cost efficiency

### **Earned, Social, Owned Outreach Strategy**

Each of the four media channels in a PESO model plays a specific role in changing behaviors and building awareness, offering its own benefits and challenges. By looking at all four channels as part of a single model, we can carefully integrate messages and investment choices, build in flexibility, and ensure we're taking every opportunity to reach our key audiences with the right message at the right time.

Our design of a PESO strategy is also informed by our expertise and knowledge of public behavior change, built on messages and communication that are relevant to the audiences and include concrete calls to action. Hahn Public also understands the importance of cultural competency and, if necessary, can deliver translation services to ensure all content can be made available in the language of choice for desired audiences.

### **Plan Revision and Refinement**

Once we deliver a draft plan, Hahn Public commits to working with clients on prompt turnaround cycles for review and final approval while aiming to capture sufficient feedback at each review opportunity to keep the number of cycles to a minimum. Our draft plans generally include a range of options for strategies, tactics, and tools, from which clients may select preferred options for inclusion in the final plan and/or for phased implementation. During the revision phase, we aim to gather additional information we can use to add detail to plan recommendations — for example, identifying specific community or media partners.

<b>Brand Strategy</b>	Opportunity, Issue	Customers, Clients	Vision, Mission, Values	Promise, Purpose	Offerings
<b>Brand Identity</b>	Name	Personality Attributes	Logo Mark	Tagline	Graphic Expression
<b>Brand Messaging</b>	Stakeholders	Archetype, Metaphor	Benefit Propositions	Feature Messages	Proof Points
<b>Brand Experience</b>	Places, Packaging	Paid Media	Earned Media	Social Media	Owned Media

### *Name, Logo and Style Sheet*

Once the brand message platform is complete, our creative team will go to work to build the brand. The overarching brand should be memorable, owned and believable. The brand should also be effective in both color and black and white, as well as scalable (i.e. effective in various sizes). To achieve these characteristics, our logo design process involves:

- Creative brief: We will gather information and establish the design criteria to reflect the identified needs, objectives, and any potential issues to be addressed.
- Concept development: We will develop five viable name options and three logo concepts that meet the established criteria, then present the concepts while explaining the reasoning and thinking behind each.
- Design: Following the project team’s name and logo concept choices, we’ll establish the final direction of the logo and its identity (look and feel). During this phase, we’ll evaluate and finalize the logo’s general format, typography, color and other elements. This phase includes two client revisions. If necessary, any changes in budget and/or timeline are reevaluated and agreed upon at this point.
- Delivery: We will deliver the logo in multiple electronic file formats and color variations.

We will also compile and deliver a style guide that can help ensure all graphics and messages are properly used. This will include information on:

- Color: Various formats will be included for both print and web: CMYK, PANTONE colors (if applicable) and RGB (or HEX values). Primary and secondary colors will be specified, as well as suggested usage for them.
- Fonts: The style guide will define font aspects, such as proper typefaces, size, line height, spacing before and after, headline versus body font, etc. Web alternatives for non-web fonts will also be included.

**EXHIBIT C  
INSURANCE REQUIREMENTS**

Effective the date of this Agreement, and continuing without interruption during the term of this Agreement, Contractor shall provide certificates of insurance to the City on behalf of itself, and when requested any subcontractor(s). The certificates of insurance shall meet the following minimum requirements.

A. The Contractor shall have insurance that meets the following minimum requirements:

1. Professional Liability Insurance or Errors and Omissions Insurance protecting the Contractor and its employees in an amount not less than \$1,000,000.
  
2. Worker's Compensation Insurance in accordance with all applicable state and federal statutes. Further, Employers Liability Coverage shall be obtained in the following minimum amounts:  
  
Bodily Injury by Accident - \$500,000 each accident  
Bodily Injury by Disease - \$500,000 each employee  
Bodily Injury by Disease - \$500,000 each policy limit
  
3. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 07 98 or current equivalent. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements which diminish the City's protections as an additional insured under the policy. Further, the following minimum limits of liability are required:  
  
\$1,000,000 Each occurrence as respect Bodily Injury Liability or Property Damage Liability, or both combined  
\$2,000,000 Per Job General Aggregate  
\$1,000,000 Personal and Advertising Injury
  
4. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, equivalent to, as a minimum, Insurance Services Office form CA 00 01 07 97 or current equivalent. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. Further, the limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.
  
5. Umbrella/Excess Liability Insurance shall be provided to apply in excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$1,000,000.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/22/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> BKCW Insurance, Risk Management & Benefits 2100 Trimmier Rd. Suite 100 Killen TX 76541		<b>CONTACT NAME:</b> Lindsay Miller <b>PHONE (A/C, No, Ext):</b> (254)699-7100 <b>E-MAIL ADDRESS:</b> l.miller@bkcw.com <b>FAX (A/C, No):</b> 254-699-8860	
<b>INSURED</b> TEXHAHN MEDIA, INC. 4200 MARATHON BLVD STE 300 AUSTIN TX 78756-3435		<b>INSURER(S) AFFORDING COVERAGE</b>	
		INSURER A: Depositors Insurance Company	NAIC # 42587
		INSURER B: Allied Property & Casualty Ins	42579
		INSURER C: ZNAT Insurance Company	
		INSURER D: Philadelphia Insurance Company	
		INSURER E:	
		INSURER F:	

**COVERAGES**      **CERTIFICATE NUMBER:** CL17102520522      **REVISION NUMBER:**

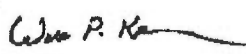
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDD SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		ACPBOD7246026506	05/03/2017	05/03/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY		ACPBAPC7246026506	05/03/2017	05/03/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		ACPCAD7246026506	05/17/2017	05/03/2018	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	C069638510	01/23/2017	01/23/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability		PHSD1276508	09/10/2017	09/10/2018	Per Occurance 1,000,000 Aggregate 3,000,000 Deductible 10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability and Auto Liability policy includes a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status. The General Liability, Auto Liability and Workers Compensation policy includes a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. The General Liability, Professional Liability policies include a blanket notice of cancellation to certificate holders endorsement, providing for 30 days' advance notice if the policy is canceled by the company other than for nonpayment of premium. Notice is sent to certificate holders with mailing addresses on file with the agent or the company. The endorsement does not provide for notice of

**CERTIFICATE HOLDER****CANCELLATION**

City of Ann Arbor c/o Jennifer Lawson PO BOX 8647 Ann Arbor MI 48107-8647	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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## COMMENTS/REMARKS

cancellation if the named insured requests cancellation.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

### PREMIER BUSINESSOWNERS LIABILITY COVERAGE FORM

**A. The following is added to Section II. WHO IS AN INSURED:**

Any person or organization shown in the Schedule of this endorsement is also an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf in the performance of your ongoing operations or in connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to**

**Section III. LIMITS OF INSURANCE AND DEDUCTIBLE:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits Of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits Of Insurance shown in the Declarations.

**C. This insurance, including any duty we have to defend "suits", does not apply to:**

1. "Bodily injury" or "property damage" that arises out of, in whole or in part, or is a result of, in whole or in part, the active negligence of the additional insured shown in the Schedule of this endorsement.
2. "Personal and advertising injury" that arises out of any independent "personal and advertising injury" offense committed by the additional insured shown in the Schedule of this endorsement.

**All terms and conditions of this policy apply unless modified by this endorsement.**

### SCHEDULE

**Name Of Person Or Organization:**

**CITY OF ANN ARBOR**

**PO BOX 8647  
ANN ARBOR**

**MI 481078647**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

PREMIER BUSINESSOWNERS COMMON POLICY CONDITIONS

**SCHEDULE**

**Name Of Person Or Organization:**

CITY OF ANN ARBOR

PO BOX 8647  
ANN ARBOR

MI 481078647

In condition K. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US, under paragraph 2. Applicable to Businessowners Liability Coverage, the following paragraph is added:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

**All terms and conditions of this policy apply unless modified by this endorsement.**

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**AMENDMENT – ADVANCED NOTICE –  
CANCELLATION OR MATERIAL COVERAGE REDUCTION**

This endorsement modifies insurance provided under the following:

PREMIER BUSINESSOWNERS COMMON POLICY CONDITIONS

In the event of cancellation (other than non-payment of premium) or material change that reduces or restricts the insurance afforded by this Policy, we agree to mail prior written notice of cancellation or material change to:

**SCHEDULE**

**Name and Address:**

CITY OF ANN ARBOR  
PO BOX 8647  
ANN ARBOR MI 48107-8647

**Number of Days Advance Notice: 30**

**All terms and conditions of this policy apply unless modified by this endorsement.**

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BUSINESS AUTO PROTECTION - GOLD**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

### **SUMMARY OF COVERAGES**

- A. Effect of This Endorsement
- B. Newly Acquired or Formed Entities
- C. Employees as Insureds – Nonowned Autos
- D. Additional Insured by Contract, Permit or Agreement
- E. Supplementary Payments – Bail Bonds
- F. Supplementary Payments – Loss of Earnings
- G. Personal Effects and Property of Others Extension
- H. Prejudgment Interest Coverage
- I. Fellow Employee – Officer, Managers and Supervisors
- J. Hired Auto Physical Damage
- K. Temporary Substitute Autos – Physical Damage Coverage
- L. Expanded Towing Coverage
- M. Auto Loan or Lease Coverage
- N. Original Equipment Manufacturer Parts – Leased Private Passenger Types
- O. Deductible Amendments
- P. Rental Reimbursement Coverage
- Q. Expanded Transportation Expense
- R. Extra Expense – Stolen Autos
- S. Physical Damage Limit of Insurance
- T. New Vehicle Replacement Cost
- U. Physical Damage Coverage Extension
- V. Transfer of Rights of Recovery Against Others To Us
- W. Section IV – Business Auto Conditions – Notice of and Knowledge of Occurrence
- X. Hired Car Coverage Territory
- Y. Emergency Lock Out
- Z. Cancellation Condition

**COMMERCIAL AUTO  
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**A. EFFECT OF THIS ENDORSEMENT**

Coverage provided under this policy is modified by the provisions of this endorsement. If there is any conflict between the provisions of this endorsement and the provision(s) of any state-specific endorsement also attached to this policy, then the provision(s) of the state-specific endorsement shall apply instead of the provisions of this endorsement that are in conflict, but only to the extent of the conflict, and only to the extent necessary to bring such provisions into conformance with the state requirement(s) contained in the provision(s) of the state-specific endorsement.

**B. NEWLY ACQUIRED OR FORMED ENTITIES**

The Named Insured shown in the Declarations is amended to include any organization you newly acquire or form, other than a partnership, joint venture, or limited liability company, and over which you maintain ownership or majority (more than 50%) interest; if there is no other similar insurance available to that organization. Coverage under this provision is afforded until the 180<sup>th</sup> day after you acquire or form the organization or the end of the policy period, whichever is later.

**C. EMPLOYEES AS INSURED - NONOWNED AUTOS**

The following is added to paragraph A.1. Who Is An Insured of SECTION II - COVERED AUTOS LIABILITY COVERAGE:

- d. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

**D. ADDITIONAL INSURED BY CONTRACT, PERMIT OR AGREEMENT**

The following is added to A.1. Who Is An Insured of SECTION II - COVERED AUTOS LIABILITY COVERAGE:

Any person or organization that you are required to name as an additional insured in a written contract or agreement that is executed or signed by you prior to a "bodily injury" or "property damage" occurrence is an "insured" for Covered Auto Liability coverage. However, with respect to covered "autos", such person or organization is an insured only to the extent that person or organization qualifies as an "insured" under A.1. Who is an Insured of SECTION II - COVERED AUTOS LIABILITY COVERAGE:

If specifically required by the written contract or agreement referenced in the paragraph above, any coverage provided by this endorsement to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the written contract does not require this coverage to be primary and the additional insured's coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.

**E. SUPPLEMENTARY PAYMENTS - BAIL BONDS**

Supplementary Payments of SECTION II - COVERED AUTOS LIABILITY COVERAGE is revised as follows:

- (2) Up to \$2,500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

**F. SUPPLEMENTARY PAYMENTS - LOSS OF EARNINGS**

Supplementary Payments of the SECTION II - COVERED AUTOS LIABILITY COVERAGE is revised as follows:

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

**G. PERSONAL EFFECTS AND PROPERTY OF OTHERS EXTENSION**

- 1. The Care, Custody or Control Exclusion of SECTION II - COVERED AUTOS LIABILITY COVERAGE, does not apply to "property damage" to property, other than your property, up to an amount not exceeding \$250 in any one "accident". Coverage is excess over any other valid and collectible insurance.

- 2. The following paragraph is added to A.4. Coverage Extensions of SECTION III - PHYSICAL DAMAGE COVERAGE:

- c. We will pay up to \$500 for your property that is lost or damaged as a result of a covered "loss", without applying a deductible. Coverage is excess over any other valid and collectible insurance.

**H. PREJUDGMENT INTEREST COVERAGE**

The following paragraph is added to SECTION II – COVERED AUTOS LIABILITY COVERAGE, 2. Coverage Extensions, a. Supplementary Payments:

(7) Prejudgment interest awarded against the "insured" on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

**I. FELLOW EMPLOYEE – OFFICERS, MANAGERS, AND SUPERVISORS**

The Fellow Employee Exclusion in SECTION II – COVERED AUTOS LIABILITY COVERAGE is replaced as follows;

A. "Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business. This exclusion does not apply to an "insured" who occupies a position as an officer, manager, or supervisor.

**J. HIRED AUTO PHYSICAL DAMAGE**

If covered "auto" designation symbols 1 or 8 apply to Liability Coverage and if at least one "auto" you own is covered by this policy for Comprehensive, Specified Causes of Loss, or Collision coverages, then the Physical Damage coverages provided are extended to "autos" you lease, hire, rent or borrow without a driver; and provisions in the Business Auto Coverage Form applicable to Hired Auto Physical Damage apply up to a limit of \$100,000. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. Any Comprehensive deductible does not apply to fire or lightning.

**K. TEMPORARY SUBSTITUTE AUTOS – PHYSICAL DAMAGE COVERAGE**

The following is added to paragraph C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos of SECTION I - COVERED AUTOS:

If Physical Damage Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own while used with the permission of its owner as a temporary

substitute for a covered "auto" you own that is out of service because of its:

- a. Breakdown;
- b. Repair;
- c. Servicing;
- d. "Loss"; or
- e. Destruction

The coverage that applies is the same as the coverage provided for the vehicle being replaced.

**L. EXPANDED TOWING COVERAGE**

1. We will pay up to:

- a. \$100 for a covered "auto" you own of the private passenger type, or
- b. \$500 for a covered "auto" you own that is not of the private passenger type,

for towing and labor costs incurred each time the covered "auto" is disabled. However, the labor must be performed at the place of disablement.

2. This coverage applies only for an "auto" covered on this policy for Comprehensive or Specified Causes of Loss Coverage and Collision Coverages.

3. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto".

**M. AUTO LOAN OR LEASE COVERAGE**

1. In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the loan or lease, including up to a maximum of \$500 for early termination fees or penalties, for your covered "auto" less:

- a. The amount paid under SECTION III – PHYSICAL DAMAGE COVERAGE of this policy; and
- b. Any:
  - 1) Overdue lease/loan payments at the time of the "loss";
  - 2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
  - 3) Security deposits not refunded by a lessor;
  - 4) Costs of extended warranties, Credit Life insurance, Health, Accident, or Disability insurance purchased with the lease; and

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- 5) Carry-over balances from previous leases.
2. This coverage only applies to a "loss" which is also covered under this policy for Comprehensive, Specified Causes of Loss, or Collision coverage.
3. Coverage does not apply to any unpaid amount due on a loan for which the covered "auto" is not the sole collateral.

**N. ORIGINAL EQUIPMENT MANUFACTURER PARTS - LEASED PRIVATE PASSENGER TYPES**

Under Paragraph C. Limit of Insurance of SECTION III - PHYSICAL DAMAGE COVERAGE, Section 4 is added as follows:

4. We will use new original equipment vehicle manufacturer parts for any private passenger type covered "auto" where required by the lease agreement which has a term of at least six months. If a new original equipment vehicle manufacturer part is not in production or distribution we may use a like, kind and quality replacement part.

**O. DEDUCTIBLE AMENDMENTS**

The following are added to the Deductible provision of SECTION III - PHYSICAL DAMAGE COVERAGE:

If another policy or coverage form that is not an automobile policy or coverage form issued by this company applies to the same "accident", the following applies:

1. If the deductible under this coverage is the smaller (or smallest) deductible, it will be waived:
2. If the deductible under this coverage is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

If a Comprehensive or Specified Causes of Loss Coverage "loss" from one "accident" involves two or more covered "autos", only the highest deductible applicable to those coverages will be applied to the "accident," if the cause of the loss is covered for those vehicles. This provision only applies if you carry Comprehensive or Specified Causes of Loss Coverage for those vehicles, and does not extend coverage to any covered "autos" for which you do not carry such coverage.

No deductible applies to glass if the glass is repaired, in a manner acceptable to us, rather than replaced.

**P. RENTAL REIMBURSEMENT COVERAGE**

1. This coverage applies only to a covered "auto" for which Physical Damage Coverage is provided on this policy.
2. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto." No deductibles apply to this coverage.
3. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
  - a. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you.
  - b. The number of days shown in the Schedule.
4. Our payment is limited to the lesser of the following amounts:
  - a. Necessary and actual expenses incurred.
  - b. \$75 for any one day or for a maximum of 30 days.
5. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
6. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under SECTION III - PHYSICAL DAMAGE COVERAGE Coverage Extension.

**Q. EXPANDED TRANSPORTATION EXPENSE**

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is replaced by the following:

We will pay up to \$50 per day to a maximum of \$1500 for temporary transportation expense incurred by you because of the total theft of a

covered "auto" of the private passenger type. We will only pay for those covered "autos" for which you carry Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 24 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

**R. EXTRA EXPENSE – STOLEN AUTOS**

The following paragraph is added to Coverage Extensions of SECTION III – PHYSICAL DAMAGE COVERAGE:

- c. We will pay for up to \$5,000 for the expense of returning a stolen covered "auto" to you. We will pay only for those covered "autos" for which you carry Comprehensive or Specified Causes of Loss Coverage

**S. PHYSICAL DAMAGE LIMIT OF INSURANCE**

Under SECTION III – PHYSICAL DAMAGE COVERAGE, Paragraph C., Limit of Insurance is replaced by the following:

**C. Limit Of Insurance**

- 1. The most we will pay for "loss" in any one "accident" is the lesser of:
  - a. The actual cash value of the damaged or stolen property as of the time of the "loss", or
  - b. The cost of repairing or replacing the damaged or stolen property.
- 2. \$1500 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
  - a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment.
  - b. Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
  - c. An integral part of such equipment.
- 3. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
- 4. The cost of repairing or replacing may:
  - a. Be based on an estimate which includes parts furnished by the original equip-

ment manufacturer or other sources including non-original equipment manufacturers and

- b. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the net improvement.
- 5. If we offer to pay the actual cash value of the damaged or stolen property, we will value auto advertising wraps, paint customization, and similar business related advertising modifications, in addition to the actual cash value of the property. Auto advertising wraps, paint customization, and similar business related advertising modifications will be valued at the cost to replace them with an adjustment made for depreciation and physical condition.

**T. NEW VEHICLE REPLACEMENT COST**

The following is added to the Limit of Insurance provision of SECTION III – PHYSICAL DAMAGE COVERAGE:

- 5. The provisions of paragraphs 1. and 3. do not apply to a covered "auto" of the private passenger type or a vehicle with a gross vehicle weight rating of 20,000 pounds or less which is a "new vehicle."

In the event of a total "loss" to your new vehicle to which this coverage applies, we will pay at your option:

- a. The verifiable "new vehicle" purchase price you paid for your damaged vehicle, not including any insurance or warranties purchased;
- b. If it is available, the purchase price, as negotiated by us, of a "new vehicle" of the same make, model, and equipment or the most similar model available, not including any furnishings, parts, or equipment not installed by the manufacturer or manufacturers' dealership; or
- c. The market value of your damaged vehicle, not including any furnishings, parts, or equipment not installed by the manufacturer or manufacturer's dealership.

We will not pay for initiation or set up costs associated with loans or leases

As used in this endorsement, a "new vehicle" means an "auto" of which you are the original owner that has not been previ-



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ously titled and which you purchased less than 365 days before the date of the "loss".

**U. PHYSICAL DAMAGE COVERAGE EXTENSIONS**

Under SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, Coverage Extensions, b. Loss of Use Expenses is replaced by the following:

**b. Loss of Use Expenses**

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto."

However, the most we will pay for any expenses for loss of use is \$50 per day, to a maximum of \$1,500. The insurance provided by this provision is excess over any other collectible insurance.

**V. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

The following is added to the Transfer Of Rights Of Recovery Against Others To Us Condition:

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" because of payments we make for damages under this coverage form.

**W. NOTICE OF AND KNOWLEDGE OF OCCURRENCE**

SECTION IV – BUSINESS AUTO CONDITIONS, Paragraph A is amended as follows:

**6. NOTICE OF AND KNOWLEDGE OF OCCURRENCE**

a. Your obligation in the Duties in the Event of Accident, Claim, Suit or Loss Condition relative to notification requirements applies only when the "accident" or "loss" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

b. Your obligation in the Duties in the Event of Accident, Claim, Suit or Loss Condition relative to providing us with documents concerning a claim or "suit" will not be considered breached unless the breach occurs after such claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

**X. HIRED CAR – COVERAGE TERRITORY**

Item (5) of the Policy Period, Coverage Territory General Conditions replaced by the following:

(5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and

**Y. EMERGENCY LOCKOUT**

We will reimburse you up to \$100 for reasonable expense incurred for the services of a locksmith to gain entry into your covered "auto" subject to these provisions:

1. Your door key, electronic key or key entry pad has been lost, stolen or locked in your covered "auto" and you are unable to enter such "auto", or
2. Your keyless entry device battery dies and you are unable to enter such "auto" as a result,
3. Your key, electronic key or key entry pad has been lost or stolen and you have changed the lock to prevent an unauthorized entry; and

**COMMERCIAL AUTO**

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4. Original copies of receipts for services of a locksmith must be provided before reimbursement is payable.

**Z. CANCELLATION CONDITION**

Paragraph A.2. of the COMMON POLICY CONDITION – CANCELLATION applies except as follows:

If we cancel for any reason other than non-payment of premium, we will mail or deliver to the First Named Insured written notice of cancellation at least 60 days before the effective date of cancellation. This provision does not apply in those states that require more than 60 days prior notice of cancellation.

**TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

## Schedule

1. ( ) Specific Waiver  
( X ) Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:

CLASS CODE: 8742

CLASS CODE: 8809

CLASS CODE: 8810

3. Premium:

The premium charge for this endorsement shall be 2.00 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium:

TO BE DETERMINED AT AUDIT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 01/23/2017  
Insured HAHN PUBLIC COMMUNICATIONS  
Policy No. C069638510  
Policy Period 01/23/2017 To 01/23/2018  
Issued On 12/27/2016

ZNAT INSURANCE COMPANY - 30414



PRESIDENT

At Austin, TX

WC-42-03-04B  
(Ed. 06-14)

Endorsement No. 6

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – SERVICES PERFORMED ON PREMISES OF ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

### **PREMIER BUSINESSOWNERS LIABILITY COVERAGE FORM**

**A. The following is added to Section II. WHO IS AN INSURED:**

The person or organization designated in the Schedule of this endorsement is also an insured, but only with respect to their liability for "bodily injury" or "property damage" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf in connection with acts or services normal and usual to your business described in the Declarations, performed by you or on your behalf for the person or organization designated

in the Schedule of this endorsement on premises owned, leased, maintained or used by such person or organization.

**B. ADDITIONAL EXCLUSION**

This insurance, including our duty to defend "suits", does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of any active negligence of the person or organization designated in the Schedule of this endorsement.

**All terms and conditions of this policy apply unless modified by this endorsement.**

### **SCHEDULE**

**Name of Person or Organization:**

**CITY OF ANN ARBOR**

**PO BOX 8647  
ANN ARBOR**

**MI 481078647**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/31/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


<b>PRODUCER</b> BKCW Insurance, Risk Management & Benefits 2100 Trimmer Rd. Suite 100 Killeen TX 76541		<b>CONTACT NAME:</b> Carrie Hensley <b>PHONE (A/C, No, Ext):</b> (254) 699-7100 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> hensley@bkow.com															
<b>INSURED</b> TEXHAHN MEDIA, INC. 4200 MARATHON BLVD STE 300 AUSTIN TX 78756-3435		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Depositors Insurance Company</td> <td>42587</td> </tr> <tr> <td>INSURER B: Allied Property &amp; Casualty Ins</td> <td>42579</td> </tr> <tr> <td>INSURER C: Zenith</td> <td>13269</td> </tr> <tr> <td>INSURER D: Philadelphia Insurance Company</td> <td>18058</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Depositors Insurance Company	42587	INSURER B: Allied Property & Casualty Ins	42579	INSURER C: Zenith	13269	INSURER D: Philadelphia Insurance Company	18058	INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #																
INSURER A: Depositors Insurance Company	42587																
INSURER B: Allied Property & Casualty Ins	42579																
INSURER C: Zenith	13269																
INSURER D: Philadelphia Insurance Company	18058																
INSURER E:																	
INSURER F:																	

COVERAGES **CERTIFICATE NUMBER: CL171617997** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	Y	ACBPPOD7246026506	5/3/2017	5/3/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 OTHER \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			ACBPAPC7246026506	5/3/2017	5/3/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ SRCH2 \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$			ACPCAD7246026506	5/18/2017	5/3/2018	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 OTHER \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	C069638510	1/23/2017	1/23/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	PROFESSIONAL LIABILITY			PHSD1166893	9/10/2016	9/10/2017	OCCURENCE 1,000,000 AGGREGATE 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
The Auto Liability policy includes a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status. The Auto Liability and Workers Compensation policy includes a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. Umbrella is follow form.

<b>CERTIFICATE HOLDER</b>  	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b> W Kliewer/CARRIE 

**ATTACHMENT A  
LEGAL STATUS OF RESPONDENT**

(The Respondent shall fill out the provision and strike out the remaining ones.)


The Respondent is:

- A corporation organized and doing business under the laws of the state of TEXAS, for whom J. A. Hahn bearing the office title of PRESIDENT, whose signature is affixed to this proposal, is authorized to execute contracts on behalf of respondent.\*

\*If not incorporated in Michigan, please attach the corporation's Certificate of Authority

- A limited liability company doing business under the laws of the State of \_\_\_\_\_, whom \_\_\_\_\_ bearing the title of \_\_\_\_\_ whose signature is affixed to this proposal, is authorized to execute contract on behalf of the LLC.
- A partnership organized under the laws of the State of \_\_\_\_\_ and filed with the County of \_\_\_\_\_, whose members are (attach list including street and mailing address for each.)
- An individual, whose signature with address, is affixed to this RFP.

Respondent has examined the basic requirements of this RFP and its scope of services, including all Addendum (if applicable) and hereby agrees to offer the services as specified in the RFP.

  
Signature \_\_\_\_\_ Date: 7.27.17

(Print) Name J. A. Hahn Title PRESIDENT

Firm: Tex Hahn Media, Inc., dba - Hahn Public

x Address: 4200 Marathon Blvd. Ste 300 Austin, TX, 78756

x Contact Phone 512 344 2010 < Fax 512-476-7722

x Email jhahn@hahnpublic.com

**ATTACHMENT C  
CITY OF ANN ARBOR  
LIVING WAGE ORDINANCE DECLARATION OF COMPLIANCE**

The Ann Arbor Living Wage Ordinance (Section 1:811-1:821 of Chapter 23 of Title I of the Code) requires that an employer who is (a) a contractor providing services to or for the City for a value greater than \$10,000 for any twelve-month contract term, or (b) a recipient of federal, state, or local grant funding administered by the City for a value greater than \$10,000, or (c) a recipient of financial assistance awarded by the City for a value greater than \$10,000, shall pay its employees a prescribed minimum level of compensation (i.e., Living Wage) for the time those employees perform work on the contract or in connection with the grant or financial assistance. The Living Wage must be paid to these employees for the length of the contract/program.

*Companies employing fewer than 5 persons and non-profits employing fewer than 10 persons are exempt from compliance with the Living Wage Ordinance. If this exemption applies to your company/non-profit agency please check here  No. of employees*

The Contractor or Grantee agrees:

- (a) To pay each of its employees whose wage level is not required to comply with federal, state or local prevailing wage law, for work covered or funded by a contract with or grant from the City, no less than the Living Wage. The current Living Wage is defined as \$13.13/hour for those employers that provide employee health care (as defined in the Ordinance at Section 1:815 Sec. 1 (a)), or no less than \$14.65/hour for those employers that do not provide health care. The Contractor or Grantor understands that the Living Wage is adjusted and established annually on April 30 in accordance with the Ordinance and covered employers shall be required to pay the adjusted amount thereafter to be in compliance (Section 1:815(3)).

<b>Check the applicable box below which applies to your workforce</b>	
<input type="checkbox"/>	Employees who are assigned to any covered City contract/grant will be paid at or above the applicable living wage without health benefits
<input checked="" type="checkbox"/>	Employees who are assigned to any covered City contract/grant will be paid at or above the applicable living wage with health benefits

- (b) To post a notice approved by the City regarding the applicability of the Living Wage Ordinance in every work place or other location in which employees or other persons contracting for employment are working.
- (c) To provide to the City payroll records or other documentation within ten (10) business days from the receipt of a request by the City.
- (d) To permit access to work sites to City representatives for the purposes of monitoring compliance, and investigating complaints or non-compliance.
- (e) To take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee covered by the Living Wage Ordinance or any person contracted for employment and covered by the Living Wage Ordinance in order to pay the living wage required by the Living Wage Ordinance.

The undersigned states that he/she has the requisite authority to act on behalf of his/her employer in these matters and has offered to provide the services or agrees to accept financial assistance in accordance with the terms of the Living Wage Ordinance. The undersigned certifies that he/she has read and is familiar with the terms of the Living Wage Ordinance, obligates the Employer/Grantee to those terms and acknowledges that if his/her employer is found to be in violation of Ordinance it may be subject to civil penalties and termination of the awarded contract or grant of financial assistance.

<u>Hahn Public Communications</u>	<u>4200 Marathon Blvd. Ste. 300</u>
<small>Company Name</small>	<small>Street Address</small>
<u></u>	<u>7-27-17</u>
<small>Signature of Authorized Representative</small>	<small>Date</small>
<u>Jeff Hahn, Principal</u>	<u>Austin, TX, 78756</u>
<small>Print Name and Title</small>	<small>City, State, Zip</small>
	<u>512 344 2010 jhahn@hahnpublic.com</u>
	<small>Phone/Email address</small>

CONTRACT ROUTING FORM

**\*\*NOTE: CITY ATTORNEY MUST REVIEW CONTRACTS BEFORE SUBMISSION TO CITY COUNCIL**

SUBMITTED BY: Jennifer Lawson *[Signature]* DATE: 11/14/2017

SERVICE AREA/UNIT: Systems Planning - Public Services

CONTRACTOR: Tex Hahn Communications, Inc.

PURPOSE: Public Outreach and Marketing Plan for Utilities

CONTRACT TYPE:  SERVICES  MATERIALS AND CONSTRUCTION

OTHER: \_\_\_\_\_

CONTRACT AMOUNT: \$135,170.00

HUMAN RIGHTS APPRV. DATE: 7/27/2017 LIVING WAGE APPRV. DATE: 7/27/2017

RESOLUTION REQUIRED:  YES  NO NUMBER: R-17-404  
(ATTACH)

SIGNATURES: **PLEASE MARK PAGES**  
(IN ORDER)

	REQUIRED	SIGNED	DATE SIGNED
CONTRACTOR	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<u>2/13/18</u>
SERVICE AREA	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<u>11/15/17</u>
CITY ATTORNEY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<u>1/26/18</u>
CITY ADMINISTRATOR	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<u>1/30/18</u>
MAYOR	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
CITY CLERK	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<u>2/6/18</u>

RETURN CONTRACT TO: Jennifer Lawson PHONE: X43735



THE UNIVERSITY OF CHICAGO

DEPARTMENT OF CHEMISTRY

PH.D. THESIS

BY

DAVID J. W. SIMMONS

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PHYSICS

PHYSICS

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**City of Ann Arbor  
Assignment Detail**

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**File #** A17-01010  
Tex Hahn Comm., Inc. - Public Outreach & Marketing Plan for Utilities

**Attorney 1** Abigail Elias **Staff**  
**Attorney 2** **Investigator**  
**Attorney 3**  
**Attorney 4**  
**Attorney 5**

**Outside Counsel** **Action** Review for signing  
**Category** Contracts **Subject**  
**Type** **Priority** Normal  
**Dept** Public Servs. - Systems Planning **Acct** General

**Received** 11/16/2017 **Target** **Completed**  
**Status Desc** **Status Code** Open

11/25/18 MRR - INSURANCE COMPLETE + READY FOR SIGNING.  
11/27/17 03:24pm - AE - meeting with J. Lawson; discuss emails re: insurance documents; forward email to MRR for coverage.  
11/17/17 02:11pm - AE - Reviewed; email to J. Lawson re: insurance documetnation not sufficient. Also email re: effective date.  
11/16/17 01:06pm - SLB - Opened assignment and gave AE for review

**Disposition**

**Description**

Professional Services Agreement with Tex Hahn Communications, Inc. for Public Outreach and Marketing Plans for Utilities.  
Contract Amount: \$135,170  
Resolution: R-17-404

**Archive Information**

**Date**

**File Location**

**Box** **Destroyed** No

**Locator** **Destroyed Date**

**Remarks**





# City of Ann Arbor

## Council Action

Resolution: R-17-404

301 E. Huron St.  
Ann Arbor, MI 48104  
<http://a2gov.legistar.com/Calendar.aspx>

File Number: 17-1431

Enactment Number: R-17-404

Resolution to Approve a Professional Services Agreement with Tex Hahn Communications, Inc. for the Public Outreach and Marketing Plan for Utilities (RFP No. 17-17, \$135,170.00)

Whereas, Professional consulting services are needed to complete a Public Outreach and Marketing Plan for Utilities;

Whereas, The City issued RFP No. 17-17 for professional services to complete the Public Outreach and Marketing Plan for Utilities;

Whereas, Tex Hahn Communications, Inc. of Texas was selected based on their proposal, national experience with marketing and communications, and their competitive fee schedule;

Whereas, It is now desired to enter into an agreement with Tex Hahn Communications, Inc. of Texas for the professional services associated with the project;

Whereas, Funding for this project is available in the approved FY 2018 Stormwater Sewer System, Sewage Disposal System, and Water Supply System Fund Operation and Maintenance Budgets; and

Whereas, Tex Hahn Communications, Inc. of Texas complies with the requirements of the City's Non-Discrimination and Living Wage Ordinances;

RESOLVED, That Council approve a Professional Services Agreement with Tex Hahn Communications, Inc. of Texas in the amount of \$135,170.00 for the Public Outreach and Marketing Plan for Utilities;

RESOLVED, That the Mayor and City Clerk be authorized and directed to execute said agreement after approval as to form by the City Attorney and approval as to substance by the Public Services Administrator and the City Administrator; and

RESOLVED, The City Administrator be authorized and directed to take the necessary administrative actions to implement this resolution.

At a meeting of the City Council on 11/9/2017, a motion was made by Chip Smith, seconded by Jack Eaton, that this Resolution R-17-404 be Approved. The motion passed.

Yeas: 0

Nays: 0



**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
TEX HAHN MEDIA, INC.  
AND THE CITY OF ANN ARBOR  
FOR PUBLIC OUTREACH AND MARKETING PLAN FOR UTILITIES**

The City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 E. Huron St. Ann Arbor, Michigan 48103 ("City"), and **Tex Hahn Media, Inc.** ("Contractor") a **Texas Corporation** with its address at **4200 Marathon Boulevard, Suite 300, Austin, TX, 78756** agree as follows on this 10th day of February, 2017 2018

The Contractor agrees to provide services to the City under the following terms and conditions:

**I. DEFINITIONS**

Administering Service Area/Unit means **Systems Planning Unit.**

Contract Administrator means **Jennifer E. Lawson**, acting personally or through any assistants authorized by the Administrator/Manager of the Administering Service Area/Unit.

Deliverables means all Plans, Specifications, Reports, Recommendations, and other materials developed for and delivered to City by Contractor under this Agreement

Project means **Public Outreach and Marketing Plan for Utilities.**

**II. DURATION**

This Agreement shall become effective on February 6, 2018, and shall remain in effect until satisfactory completion of the Services specified below unless terminated as provided for in Article XI.

**III. SERVICES**

A. The Contractor agrees to provide **Consulting** ("Services") in connection with the Project as described in Exhibit A. The City retains the right to make changes to the quantities of service within the general scope of the Agreement at any time by a written order. If the changes add to or deduct from the extent of the services, the contract sum shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement.

B. Quality of Services under this Agreement shall be of the level of quality performed by persons regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator.

C. The Contractor shall perform its Services for the Project in compliance with all statutory, regulatory and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.

D. The Contractor may rely upon the accuracy of reports and surveys provided to it by the City (if any) except when defects should have been apparent to a reasonably

competent professional or when it has actual notice of any defects in the reports and surveys.

#### **IV. INDEPENDENT CONTRACTOR**

The Parties agree that at all times and for all purposes under the terms of this Agreement each Party's relationship to any other Party shall be that of an independent contractor. Each Party will be solely responsible for the acts of its own employees, agents, and servants. No liability, right, or benefit arising out of any employer/employee relationship, either express or implied, shall arise or accrue to any Party as a result of this Agreement.

#### **V. COMPENSATION OF CONTRACTOR**

- A. The Contractor shall be paid in the manner set forth in Exhibit B. Payment shall be made monthly, unless another payment term is specified in Exhibit B, following receipt of invoices submitted by the Contractor, and approved by the Contract Administrator.
- B. The Contractor will be compensated for Services performed in addition to the Services described in Section III, only when the scope of and compensation for those additional Services have received prior written approval of the Contract Administrator.
- C. The Contractor shall keep complete records of work performed (e.g. tasks performed/hours allocated) so that the City may verify invoices submitted by the Contractor. Such records shall be made available to the City upon request and submitted in summary form with each invoice.

#### **VI. INSURANCE/INDEMNIFICATION**

- A. The Contractor shall procure and maintain during the life of this contract such insurance policies, including those set forth in Exhibit C, as will protect itself and the City from all claims for bodily injuries, death or property damage which may arise under this contract; whether the act(s) or omission(s) giving rise to the claim were made by the Contractor, any subcontractor or anyone employed by them directly or indirectly. In the case of all contracts involving on-site work, the Contractor shall provide to the City, before the commencement of any work under this contract, documentation satisfactory to the City demonstrating it has obtained the policies and endorsements required by Exhibit C.
- B. Any insurance provider of Contractor shall be admitted and authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-admitted insurance companies are not acceptable unless approved in writing by the City.

- C. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses, including attorney's fees, resulting or alleged to result, from any acts or omissions by Contractor or its employees and agents occurring in the performance of or breach in this Agreement, except to the extent that any suit, claim, judgment or expense are finally judicially determined to have resulted from the City's negligence or willful misconduct or its failure to comply with any of its material obligations set forth in this Agreement.

## VII. COMPLIANCE REQUIREMENTS

- A. Nondiscrimination. The Contractor agrees to comply, and to require its subcontractor(s) to comply, with the nondiscrimination provisions of MCL 37.2209. The Contractor further agrees to comply with the provisions of Section 9:158 of Chapter 112 of the Ann Arbor City Code and to assure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity.
- B. Living Wage. If the Contractor is a "covered employer" as defined in Chapter 23 of the Ann Arbor City Code, the Contractor agrees to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code. The Contractor agrees to pay those employees providing Services to the City under this Agreement a "living wage," as defined in Section 1:815 of the Ann Arbor City Code, as adjusted in accordance with Section 1:815(3); to post a notice approved by the City of the applicability of Chapter 23 in every location in which regular or contract employees providing services under this Agreement are working; to maintain records of compliance; if requested by the City, to provide documentation to verify compliance; to take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee or person contracted for employment in order to pay the living wage required by Section 1:815; and otherwise to comply with the requirements of Chapter 23.

## VIII. WARRANTIES BY THE CONTRACTOR

- A. The Contractor warrants that the quality of its Services under this Agreement shall conform to the level of quality performed by persons regularly rendering this type of service.
- B. The Contractor warrants that it has all the skills, experience, and professional licenses necessary to perform the Services specified in this Agreement.
- C. The Contractor warrants that it has available, or will engage, at its own expense, sufficient trained employees to provide the Services specified in this Agreement.
- D. The Contractor warrants that it is not, and shall not become overdue or in default to the City for any contract, debt, or any other obligation to the City including real and personal property taxes.



- E. The Contractor warrants that its proposal for services was made in good faith, it arrived at the costs of its proposal independently, without consultation, communication or agreement, for the purpose of restricting completion as to any matter relating to such fees with any competitor for these Services; and no attempt has been made or shall be made by the Contractor to induce any other perform or firm to submit or not to submit a proposal for the purpose of restricting competition.

**IX. OBLIGATIONS OF THE CITY**

- A. The City agrees to give the Contractor access to the Project area and other City-owned properties as required to perform the necessary Services under this Agreement.
- B. The City shall notify the Contractor of any defects in the Services of which the Contract Administrator has actual notice.

**X. ASSIGNMENT**

- A. The Contractor shall not subcontract or assign any portion of any right or obligation under this Agreement without prior written consent from the City. Notwithstanding any consent by the City to any assignment, Contractor shall at all times remain bound to all warranties, certifications, indemnifications, promises and performances, however described, as are required of it under the Agreement unless specifically released from the requirement, in writing, by the City.
- B. The Contractor shall retain the right to pledge payment(s) due and payable under this Agreement to third parties.

**XI. TERMINATION OF AGREEMENT**

- A. If either party is in breach of this Agreement for a period of fifteen (15) days following receipt of notice from the non-breaching party with respect to a breach, the non-breaching party may pursue any remedies available to it against the breaching party under applicable law, including but not limited to, the right to terminate this Agreement without further notice. The waiver of any breach by any party to this Agreement shall not waive any subsequent breach by any party.
- B. The City may terminate this Agreement, on at least thirty (30) days advance notice, for any reason, including convenience, without incurring any penalty, expense or liability to Contractor, except the obligation to pay for Services actually performed under the Agreement before the termination date.
- C. Contractor acknowledges that, if this Agreement extends for several fiscal years, continuation of this Agreement is subject to appropriation of funds for this Project. If funds to enable the City to effect continued payment under this Agreement are not appropriated or otherwise made available, the City shall have the right to terminate this Agreement without penalty at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The Contract Administrator shall give Contractor written notice of such non-appropriation within thirty (30) days after it receives notice of such non-appropriation.

- D. The provisions of Articles VI and VIII shall survive the expiration or earlier termination of this Agreement for any reason. The expiration or termination of this Agreement, for any reason, shall not release either party from any obligation or liability to the other party, including any payment obligation that has already accrued and Contractor's obligation to deliver all Deliverables due as of the date of termination of the Agreement.

## **XII. REMEDIES**

- A. This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory and/or other legal right, privilege, power, obligation, duty or immunity of the Parties.
- B. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any agreement between the parties or otherwise.
- C. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently effect its right to require strict performance of this Agreement.

## **XIII. NOTICE**

All notices and submissions required under this Agreement shall be delivered to the respective party in the manner described herein to the address stated in this Agreement or such other address as either party may designate by prior written notice to the other. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by next day express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent next day express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

If Notice is sent to the CONTRACTOR, it shall be addressed and sent to:

Tex Hahn Media, Inc.  
4200 Marathon Boulevard, Suite 300  
Austin, TX, 78756

If Notice is sent to the CITY, it shall be addressed and sent to:

City of Ann Arbor  
Craig Hupy  
301 E. Huron St.  
Ann Arbor, Michigan 48103

#### **XIV. CHOICE OF LAW AND FORUM**

This Agreement will be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction, excepting the principles of conflicts of law. The parties submit to the jurisdiction and venue of the Circuit Court for Washtenaw County, State of Michigan, or, if original jurisdiction can be established, the United States District Court for the Eastern District of Michigan, Southern Division, with respect to any action arising, directly or indirectly, out of this Agreement or the performance or breach of this Agreement. The parties stipulate that the venues referenced in this Agreement are convenient and waive any claim of non-convenience.

#### **XV. OWNERSHIP OF DOCUMENTS**

Upon completion or termination of this Agreement, all documents (i.e., Deliverables) prepared by or obtained by the Contractor as provided under the terms of this Agreement shall be delivered to and become the property of the City. Original basic survey notes, sketches, charts, drawings, partially completed drawings, computations, quantities and other data shall remain in the possession of the Contractor as instruments of service unless specifically incorporated in a deliverable, but shall be made available, upon request, to the City without restriction or limitation on their use. The City acknowledges that the documents are prepared only for the Project. Prior to completion of the contracted Services the City shall have a recognized proprietary interest in the work product of the Contractor.

Unless otherwise stated in this Agreement, any intellectual property owned by Contractor prior to the effective date of this Agreement (i.e., Preexisting Information) shall remain the exclusive property of Contractor even if such Preexisting Information is embedded or otherwise incorporated in materials or products first produced as a result of this Agreement or used to develop Deliverables. The City's right under this provision shall not apply to any Preexisting Information or any component thereof regardless of form or media.

#### **XV. CONFLICTS OF INTEREST OR REPRESENTATION**

Contractor certifies it has no financial interest in the Services to be provided under this Agreement other than the compensation specified herein. Contractor further certifies that it presently has no personal or financial interest, and shall not acquire any such interest, direct or indirect, which would conflict in any manner with its performance of the Services under this Agreement.

Contractor agrees to advise the City if Contractor has been or is retained to handle any matter in which its representation is adverse to the City. The City's prospective consent to the Contractor's representation of a client in matters adverse to the City, as identified above, will not apply in any instance where, as the result of Contractor's representation, the Contractor has obtained sensitive, proprietary or otherwise confidential information of a non-public nature that, if known to another client of the Contractor, could be used in any such other matter by the other client to the material disadvantage of the City. Each matter will be reviewed on a case by case basis.

#### XVI. SEVERABILITY OF PROVISIONS

Whenever possible, each provision of this Agreement will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this Agreement or the application of any provision to any party or circumstance will be prohibited by or invalid under applicable law, that provision will be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provisions of this Agreement or the application of the provision to other parties and circumstances.

#### XVII. EXTENT OF AGREEMENT

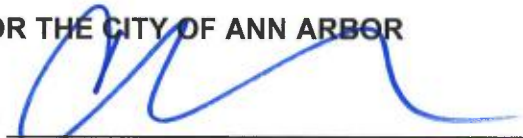
This Agreement, together with any affixed exhibits, schedules or other documentation, constitutes the entire understanding between the City and the Contractor with respect to the subject matter of the Agreement and it supersedes, unless otherwise incorporated by reference herein, all prior representations, negotiations, agreements or understandings whether written or oral. Neither party has relied on any prior representations, of any kind or nature, in entering into this Agreement. No terms or conditions of either party's invoice, purchase order or other administrative document shall modify the terms and conditions of this Agreement, regardless of the other party's failure to object to such form. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their permitted successors and permitted assigns and nothing in this Agreement, express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement. This Agreement may only be altered, amended or modified by written amendment signed by the Contractor and the City. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

FOR CONTRACTOR

By  \_\_\_\_\_  
Type Name


Its

FOR THE CITY OF ANN ARBOR

By  \_\_\_\_\_  
Christopher Taylor, Mayor

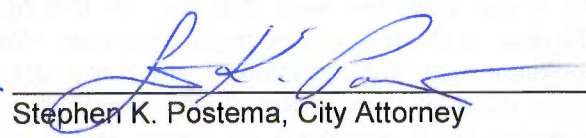
By  \_\_\_\_\_  
Jacqueline Beaudry, City Clerk

**Approved as to substance**

  
Howard S. Lazarus, City Administrator

 11/15/17  
Craig Hupy, Public Services Area Administrator

**Approved as to form and content**

MRR   
Stephen K. Postema, City Attorney

**EXHIBIT A  
SCOPE OF SERVICES**

**(Insert/Attach Scope of Work & Deliverables Schedule)**

**EXHIBIT B  
COMPENSATION**

General

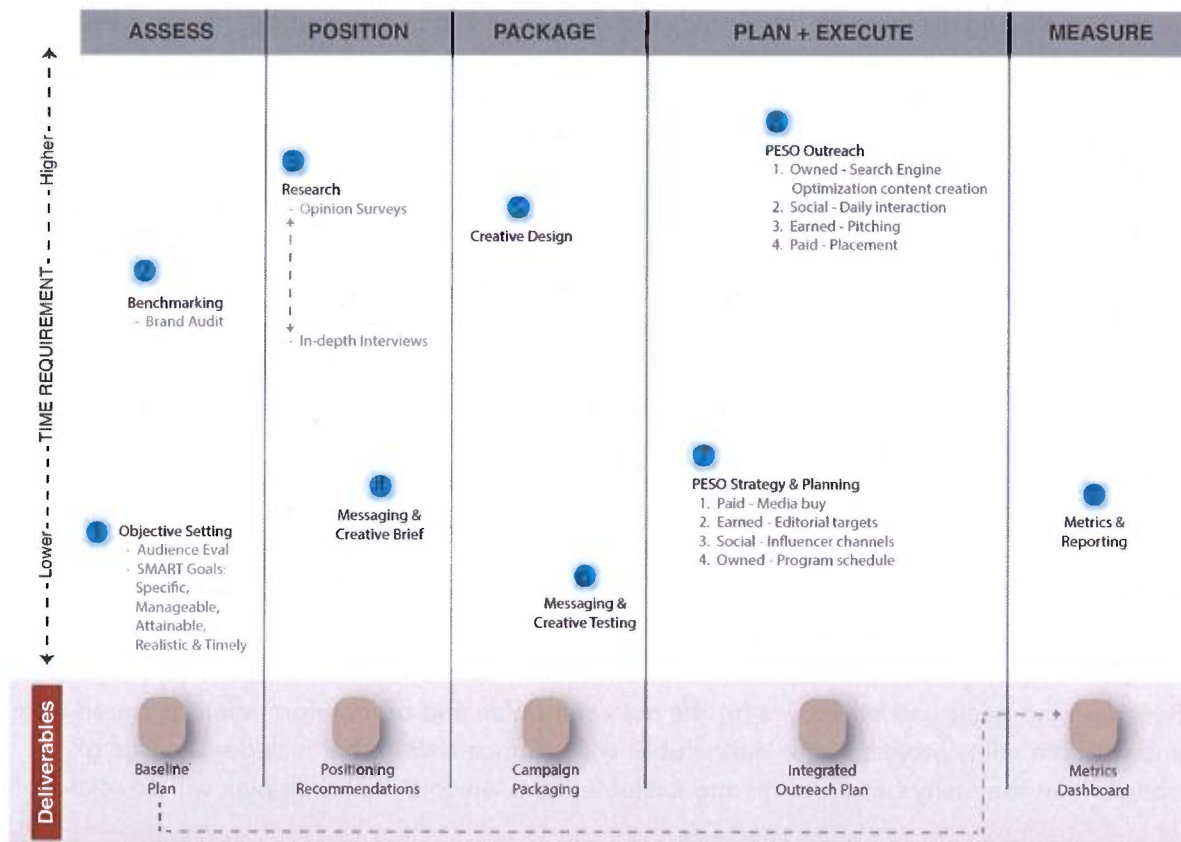
Contractor shall be paid for those Services performed pursuant to this Agreement inclusive of all reimbursable expenses (if applicable), in accordance with the terms and conditions herein. The Compensation Schedule below/attached states nature and amount of compensation the Contractor may charge the City:

(insert/Attach Negotiated Fee Arrangement)

## C. Approach and Proposed Work Plan

Once Hahn Public has reviewed the water utility’s existing communications materials and market research; established mutual goals, objectives and metrics; and understood the resources and capabilities available to the project team to deploy various strategies, tools and tactics, we will craft a framework and timeline to guide how the utility can engage and educate its target audiences.

In developing marketing plans, Hahn Public’s focus is to allocate resources appropriately among strategies and solutions that can convey the right messages to the right audiences, moving customer behavior and perception toward securing sustainable and impactful outcomes. Strategies typically include community engagement strategies relying on in-person contact — helping to establish the staff of City and utility as experts and brand ambassadors — as well as the media channels we organize into a PESO model — paid, earned, social and owned:







Hahn Public employs a fully integrated approach to media planning, targeting our clients' dollars to the most effective media mix. Our media planning and buying experience covers the complete media spectrum, including spot television, radio, cable, outdoor, magazines, newspapers and digital.

Social media plays a powerful role, allowing peer-to-peer sharing and support for brand-ambassador development, as well as driving customers toward the utility's substantial and well-executed owned-media educational resources. In today's media landscape, social media is also an essential tool for engaging with legacy media, allowing the utility to continue to leverage the residual value of print and broadcast media exposure and keeping the utility well-positioned to demonstrate its accountability and progressiveness.

*Milestone 1:*

*Initial input sessions to review previously collected research data and establish integrated marketing plan goals.*

As part of this phase, Hahn Public will review additional research in the field (including findings from our own original research) to identify trends we need to consider about how perceptions of water issues and utilities have changed and are changing. As part of establishing goals and objectives for the marketing plan, we will also be interested in:

- Understanding the utility's current position through a fuller situation analysis
- Establishing personas reflecting target audiences, as discussed above
- Establishing success metrics, including understanding the data resources available to the utility (regular customer satisfaction surveys, pre- and post-test of campaigns, customer usage data, digital/social analytics, etc.)
- Understanding, and as necessary helping to refine, the utility's current message architecture for its future brand-building efforts. We understand that actual creative may not be developed before the completion of the plan, although some existing assets may have continued life or be repurposed, and that creative development is out of scope. Knowing the message platform, however, will have a substantial influence on the mix of tools and tactics needed, which in turn will impact the ability to achieve goals

*Milestone 2:*

*Initial draft for working review submitted to the utility.*

Based on the goals and objectives for the marketing plan and other information gathered from and with the utility project team, Hahn Public will produce a draft that includes a range of options that the utility can consider and evaluate, from which a final draft plan will be refined.

We have found that giving clients options and choices is an effective way to structure the collaboration that results in a strong plan. A smart marketing plan works within budget



constraints through a creative media and engagement mix and strategically planned schedules, with a combination of channels (broad and targeted) for maximum efficiency.

Through initial analysis, Hahn Public will know if the outcomes desired by the City of Ann Arbor — and, importantly, the branding tactics and messages it seeks to convey — call for more emphasis on out-of-home (including event sponsorship) and broadcast visibility and reach, or more on digital and social placements that can be behaviorally targeted, or more on direct-mail and community-based strategies that can reach more deeply into particularly demographic, geographic or psychographic segments.

As noted above, these choices reflect not only the contours of the utility's targeted audiences but also (perhaps more so) those of the key influencers who will elevate the utility's brand perceptions and motivate behavior change and increase public approval. Targeted customers also need to be informed by the utility's own marketing and editorial calendar, including the milestones (rate setting, legislative/regulatory hearings, seasonal events) that may drive additional audience interest in the utility.

#### *Milestone 3:*

*Working sessions for the draft integrated marketing plan*

In addition to working with the utility to narrow and refine the tactics and tools incorporated in the plan, Hahn Public will also incorporate the utility's feedback to add detail where appropriate — for example, identifying specific relevant community or media partners. Such useful elements that would not be apparent before the plan is drafted become obvious at this phase of development.

#### **Our Client Service Values**

We commit to the highest standards of performance for our clients:

- Professionalism: Protecting the reputation of the project at all times
- Good stewardship: Being frugal and meticulous in managing funding and budgets
- Inclusivity: Achieving diversity and a high level of community involvement
- Sensitivity: Understanding current issues and responding in appropriately
- Responsiveness: Providing exceptional service and flexibility

#### **Commitment to Client**

Hahn Public is aware that geographic location is a factor in the decision-making process for City of Ann Arbor. Even though Hahn Public is an Austin based firm, we successfully manage many out-of-state clients. For example, One Gas is officed in Oklahoma and Kansas City. Also, Lubbock Power and Light, based in Lubbock, Texas, is an approximately eight-hour drive from our headquarters. Despite the distance, Hahn Public makes it a point to provide extra contact with out-of-state clients.



Hahn Public usually has weekly catch-up meetings and visits to the client's preferred location whenever the need arises. If Hahn Public has the honor to work with the utility at City of Ann Arbor, Hahn Public staff would be willing to spend the first initial weeks of planning and strategy in-person. At the time, if the client is comfortable with the plan and the relationship with Hahn Public, we recommend having remote weekly calls and constant contact over email or phone as per the project team's request. Because Hahn Public already has similar arrangements with its non-Austin clients, it will not be a significant adjustment.

Hahn Public is willing to make the trip to Ann Arbor to give project update presentations on any matter related to the project. Hahn Public is committed to gaining, building and strengthening a relationship based on trust and mutual understanding. Our end goal is to create a meaningful relationship with our clients, going above and beyond their expectations.

## C.1. Proposed Work Plan

A typical work plan process for Hahn Public is as follows:

- Planning
  - Kickoff Meeting
  - Research
  - Message and Creative Review
  
- Plan Development
  - Paid Media Strategy
  - Earned, Social, Owned Outreach Strategy
  - Plan Revision and Refinement
  
- Creative and Production
  - Brand development

### Planning

#### Kickoff Meeting

This comprehensive planning session includes a systematic approach to analyzing and understanding how our work can help achieve the client's key outcomes. The session will include a detailed discussion of available resources, budget guidelines and time frames as well as establishing reporting relationships and, as appropriate, identifying current and potential partners. Typical planning sessions follow a strategic and disciplined approach that includes:

- Exploring and understanding the client's objectives
- Establishing clear metrics of success
- Understanding key strengths, weaknesses, opportunities and threats
- Defining target audiences and their core values

#### Research

As part of the work done in the kickoff meeting, we can identify existing research and data resources available for our review and analysis. During this review, we identify any critical needs for new research that should be done to inform marketing plan development. This research program (often taking the form of structured in-depth interviews and/or focus groups) is tailored to respond to the needs of a particular project — for example, if Hahn Public is also developing new branding for the client.

## Message Development

In order to create the new brand elements, the stormwater project team needs, we recommend starting with the development of coherent messaging through a workshop.

Hahn Public has conducted more than 80 message workshops with a variety of clients ranging from nonprofits and corporations to government agencies. The full day process involving up to 12 participants includes:

- Stakeholder mapping and prioritizing: Who are the audiences who most need to hear from you, and who are the allies who can most help you?
- Narrative building: Every organization has a unique purpose. In this process, we teach the same narrative structure used in screenplay writing, then put it into practice to help bring an organization's value into focus.
- Metaphor selection: In the world of words, one significant body of research has identified seven metaphors that express the answer to this single question — what do you want? We use these universal metaphors to help understand an organization's desired reputation, that is, the idea for which it wants to be known.
- Platform design: We create a message platform to serve as the keeper of the words for an organization that helps form reputation over the long term. In rare cases, we complete a platform in a single workshop session to the satisfaction of the client and to our own standards. Oftentimes, the workshop provides a strong basis for us to contemplate the direction an organization's brand should take.
- Matchups: Once messages are in draft form, we lead participants through an exercise to match messages to stakeholders in order of priority.

Our workshop draws out great ideas and culminates in the first draft of a message platform by the end of the session. We then aim to finalize the platform within two weeks of the message workshop.

## Plan Development

### Paid Media Strategy

A smart media plan works within budget constraints through a creative media mix and strategically planned schedules. Defining the audience is a critical first step for determining optimal media channels and building cost efficiencies. We consider primary and secondary audiences, including key influencers, messages and campaign goals.

After developing campaign goals, we evaluate each medium thoroughly and make recommendations based on its abilities to reach the target audience with maximum cost-efficiency and optimal timing. Considerations for media selection include:

- Demographic and psychographic profiles of target audience, including relevant behavioral and transactional triggers, influencers and media consumption habits
- Audience profile of medium
- Context of the medium and its ability to present the brand and message well
- Geographic and seasonal criteria that may impact cost or provide leverage opportunities, including holidays, political advertising, festivals, and events
- The medium's relevance with culturally diverse audiences
- Reach and cost of the medium for ROI
- Opportunities to extend the campaign with added-value, including PSAs
- Timing — media such as paid search allows for a sustained presence, while other placements such as outdoor and radio are best timed to support seasonal triggers for cost efficiency

### **Earned, Social, Owned Outreach Strategy**

Each of the four media channels in a PESO model plays a specific role in changing behaviors and building awareness, offering its own benefits and challenges. By looking at all four channels as part of a single model, we can carefully integrate messages and investment choices, build in flexibility, and ensure we're taking every opportunity to reach our key audiences with the right message at the right time.

Our design of a PESO strategy is also informed by our expertise and knowledge of public behavior change, built on messages and communication that are relevant to the audiences and include concrete calls to action. Hahn Public also understands the importance of cultural competency and, if necessary, can deliver translation services to ensure all content can be made available in the language of choice for desired audiences.

### **Plan Revision and Refinement**

Once we deliver a draft plan, Hahn Public commits to working with clients on prompt turnaround cycles for review and final approval while aiming to capture sufficient feedback at each review opportunity to keep the number of cycles to a minimum. Our draft plans generally include a range of options for strategies, tactics, and tools, from which clients may select preferred options for inclusion in the final plan and/or for phased implementation. During the revision phase, we aim to gather additional information we can use to add detail to plan recommendations — for example, identifying specific community or media partners.



## Creative Development and Production Assistance

As a firm with in-house creative and production capabilities, Hahn Public often works with clients to produce spec creative or other draft content that can illustrate key recommendations of the marketing plan or fill needs for asset development that go beyond the client's existing content inventory (This is particularly applicable in cases where our scope includes developing new branding strategies and assets).

In addition to such tasks as logo, tagline and message development, Hahn Public can develop and produce such tools as digital display and digital streaming ads, print ads, billboards, radio and television spots, event marketing materials, point of purchase materials, direct mail, signage, and digital newsroom content.

### **Brand development**

At Hahn Public Communications, "branding" means far more than a logo and tagline. Our unique brand system accounts for 20 distinct elements that all interact to create the narratives and appeals that call audiences to action. This broad-based concept is particularly valuable when we work with campaigns looking to unify and better align their identity with both external and internal audiences.

The City of Ann Arbor's stormwater awareness and education campaign already has an identity, history and values that shape its narratives that cannot and should not be displaced by catchy and empty slogans. Working with clients, we feel we are in the business of brand discovery — gleaning from the insights of the people who know the organization best and synthesizing those insights into messages, images and tools that are compelling and engaging, but that are most of all authentic to the organization's experience.

Our proposed research, brand development and marketing communications program is designed to go beyond capturing and then distilling the top-line, top-of-mind perceptions of the campaign and WPD. We look forward to working with the project team to make the campaign authentic and then deliver it to key audiences in compelling ways to produce optimal results.

<b>Brand Strategy</b>	Opportunity, Issue	Customers, Clients	Vision, Mission, Values	Promise, Purpose	Offerings
<b>Brand Identity</b>	Name	Personality Attributes	Logo Mark	Tagline	Graphic Expression
<b>Brand Messaging</b>	Stakeholders	Archetype, Metaphor	Benefit Propositions	Feature Messages	Proof Points
<b>Brand Experience</b>	Places, Packaging	Paid Media	Earned Media	Social Media	Owned Media

*Name, Logo and Style Sheet*

Once the brand message platform is complete, our creative team will go to work to build the brand. The overarching brand should be memorable, owned and believable. The brand should also be effective in both color and black and white, as well as scalable (i.e. effective in various sizes). To achieve these characteristics, our logo design process involves:

- Creative brief: We will gather information and establish the design criteria to reflect the identified needs, objectives, and any potential issues to be addressed.
- Concept development: We will develop five viable name options and three logo concepts that meet the established criteria, then present the concepts while explaining the reasoning and thinking behind each.
- Design: Following the project team’s name and logo concept choices, we’ll establish the final direction of the logo and its identity (look and feel). During this phase, we’ll evaluate and finalize the logo’s general format, typography, color and other elements. This phase includes two client revisions. If necessary, any changes in budget and/or timeline are reevaluated and agreed upon at this point.
- Delivery: We will deliver the logo in multiple electronic file formats and color variations.

We will also compile and deliver a style guide that can help ensure all graphics and messages are properly used. This will include information on:

- Color: Various formats will be included for both print and web: CMYK, PANTONE colors (if applicable) and RGB (or HEX values). Primary and secondary colors will be specified, as well as suggested usage for them.
- Fonts: The style guide will define font aspects, such as proper typefaces, size, line height, spacing before and after, headline versus body font, etc. Web alternatives for non-web fonts will also be included.



### *Measuring Success*

There are several ways to measure the success of this type of initiative. The most straightforward is to conduct pre- and post-test surveys to gauge awareness and perceptions before and after the launch of a new campaign, including media use preferences, memorability/persistence of key messages, and other exposure metrics (which can be aligned to the anticipated exposure of a paid media campaign).

These surveys can be fielded online for a relatively low cost and can be calibrated to highlight what particular messages were most persuasive. Another metric to consider is uptake of the messages and materials — both news and social media mentions, to the degree that earned media is pursued as a strategy, and consumption of branded collateral. The ultimate outcome measure, of course, is not only increased awareness on stormwater issues within the City of Ann Arbor but also change in behavior where educated and responsible decisions and actions are being taken to ensure protection of the natural environment and promote a sustainable urban community.

**EXHIBIT C  
INSURANCE REQUIREMENTS**

Effective the date of this Agreement, and continuing without interruption during the term of this Agreement, Contractor shall provide certificates of insurance to the City on behalf of itself, and when requested any subcontractor(s). The certificates of insurance shall meet the following minimum requirements.

A. The Contractor shall have insurance that meets the following minimum requirements:

1. Professional Liability Insurance or Errors and Omissions Insurance protecting the Contractor and its employees in an amount not less than \$1,000,000.
  
2. Worker's Compensation Insurance in accordance with all applicable state and federal statutes. Further, Employers Liability Coverage shall be obtained in the following minimum amounts:  
  
Bodily Injury by Accident - \$500,000 each accident  
Bodily Injury by Disease - \$500,000 each employee  
Bodily Injury by Disease - \$500,000 each policy limit
  
3. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 07 98 or current equivalent. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements which diminish the City's protections as an additional insured under the policy. Further, the following minimum limits of liability are required:  
  
\$1,000,000 Each occurrence as respect Bodily Injury Liability or Property Damage Liability, or both combined  
\$2,000,000 Per Job General Aggregate  
\$1,000,000 Personal and Advertising Injury
  
4. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, equivalent to, as a minimum, Insurance Services Office form CA 00 01 07 97 or current equivalent. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. Further, the limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.
  
5. Umbrella/Excess Liability Insurance shall be provided to apply in excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$1,000,000.

- B. Insurance required under A.3 above shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Further, the Contractor agrees to waive any right of recovery by its insurer against the City.
- C. Insurance companies and policy forms are subject to approval of the City Attorney, which approval shall not be unreasonably withheld. Documentation must provide and demonstrate an unconditional 30 day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions which shall be approved by the City, in its sole discretion; (c) that the policy conforms to the requirements specified. Contractor shall furnish the City with satisfactory certificates of insurance and endorsements prior to commencement of any work. Upon request, the Contractor shall provide within 30 days a copy of the policy(ies) to the City. If any of the above coverages expire by their terms during the term of this contract, the Contractor shall deliver proof of renewal and/or new policies to the Administering Service Area/Unit at least ten days prior to the expiration date.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/22/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> BKCW Insurance, Risk Management & Benefits 2100 Trimmier Rd. Suite 100 Killeen TX 76541	<b>CONTACT NAME:</b> Lindsay Miller <b>PHONE (A/C, No, Ext):</b> (254)699-7100 <b>E-MAIL ADDRESS:</b> l.miller@bkcw.com <b>FAX (A/C, No):</b> 254-699-8860	
<b>INSURED</b> TEXHAHN MEDIA, INC. 4200 MARATHON BLVD STE 300 AUSTIN TX 78756-3435	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	<b>INSURER A:</b> Depositors Insurance Company	42587
	<b>INSURER B:</b> Allied Property & Casualty Ins	42579
	<b>INSURER C:</b> ZNAT Insurance Company	
	<b>INSURER D:</b> Phildelphia Insurance Company	
	<b>INSURER E:</b>	
<b>INSURER F:</b>		

COVERAGES **CERTIFICATE NUMBER:** CL17102520522**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			ACPBOD7246026506	05/03/2017	05/03/2018	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person) \$ 1,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$
	OTHER:						GENERAL AGGREGATE \$ 2,000,000
B	<b>AUTOMOBILE LIABILITY</b>			ACPBAPC7246026506	05/03/2017	05/03/2018	PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> OTHER:						PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			ACPCAD7246026506	05/17/2017	05/03/2018	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 1,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 0						\$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			C069638510	01/23/2017	01/23/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability			PHSD1276508	09/10/2017	09/10/2018	Per Occurrence 1,000,000 Aggregate 3,000,000 Deductible 10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability and Auto Liability policy includes a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status. The General Liability, Auto Liability and Workers Compensation policy includes a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. The General Liability, Professional Liability policies include a blanket notice of cancellation to certificate holders endorsement, providing for 30 days' advance notice if the policy is canceled by the company other than for nonpayment of premium. Notice is sent to certificate holders with mailing addresses on file with the agent or the company. The endorsement does not provide for notice of

**CERTIFICATE HOLDER****CANCELLATION**

City of Ann Arbor c/o Jennifer Lawson PO BOX 8647 Ann Arbor MI 48107-8647	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Wesley P. Ka...</i>
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**COMMENTS/REMARKS**

cancellation if the named insured requests cancellation.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

### **PREMIER BUSINESSOWNERS LIABILITY COVERAGE FORM**

**A. The following is added to Section II. WHO IS AN INSURED:**

Any person or organization shown in the Schedule of this endorsement is also an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf in the performance of your ongoing operations or in connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to**

**Section III. LIMITS OF INSURANCE AND DEDUCTIBLE:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits Of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits Of Insurance shown in the Declarations.

**C. This insurance, including any duty we have to defend "suits", does not apply to:**

1. "Bodily injury" or "property damage" that arises out of, in whole or in part, or is a result of, in whole or in part, the active negligence of the additional insured shown in the Schedule of this endorsement.
2. "Personal and advertising injury" that arises out of any independent "personal and advertising injury" offense committed by the additional insured shown in the Schedule of this endorsement.

**All terms and conditions of this policy apply unless modified by this endorsement.**

### **SCHEDULE**

**Name Of Person Or Organization:**

**CITY OF ANN ARBOR**

**PO BOX 8647  
ANN ARBOR**

**MI 481078647**





**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

PREMIER BUSINESSOWNERS COMMON POLICY CONDITIONS

**SCHEDULE**

**Name Of Person Or Organization:**

CITY OF ANN ARBOR

PO BOX 8647  
ANN ARBOR

MI 481078647

In condition K. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US, under paragraph 2. Applicable to Businessowners Liability Coverage, the following paragraph is added:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

**All terms and conditions of this policy apply unless modified by this endorsement.**

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**AMENDMENT – ADVANCED NOTICE –  
CANCELLATION OR MATERIAL COVERAGE REDUCTION**

This endorsement modifies insurance provided under the following:

PREMIER BUSINESSOWNERS COMMON POLICY CONDITIONS

In the event of cancellation (other than non-payment of premium) or material change that reduces or restricts the insurance afforded by this Policy, we agree to mail prior written notice of cancellation or material change to:

**SCHEDULE**

**Name and Address:**

CITY OF ANN ARBOR  
PO BOX 8647  
ANN ARBOR MI 48107-8647

**Number of Days Advance Notice: 30**

**All terms and conditions of this policy apply unless modified by this endorsement.**

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© ISO Properties, Inc., 2004



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BUSINESS AUTO PROTECTION - GOLD**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

### **SUMMARY OF COVERAGES**

- A. Effect of This Endorsement
- B. Newly Acquired or Formed Entities
- C. Employees as Insureds – Nonowned Autos
- D. Additional Insured by Contract, Permit or Agreement
- E. Supplementary Payments – Bail Bonds
- F. Supplementary Payments – Loss of Earnings
- G. Personal Effects and Property of Others Extension
- H. Prejudgment Interest Coverage
- I. Fellow Employee – Officer, Managers and Supervisors
- J. Hired Auto Physical Damage
- K. Temporary Substitute Autos – Physical Damage Coverage
- L. Expanded Towing Coverage
- M. Auto Loan or Lease Coverage
- N. Original Equipment Manufacturer Parts – Leased Private Passenger Types
- O. Deductible Amendments
- P. Rental Reimbursement Coverage
- Q. Expanded Transportation Expense
- R. Extra Expense – Stolen Autos
- S. Physical Damage Limit of Insurance
- T. New Vehicle Replacement Cost
- U. Physical Damage Coverage Extension
- V. Transfer of Rights of Recovery Against Others To Us
- W. Section IV – Business Auto Conditions – Notice of and Knowledge of Occurrence
- X. Hired Car Coverage Territory
- Y. Emergency Lock Out
- Z. Cancellation Condition



**COMMERCIAL AUTO  
AC 70 05 03 16**

**A. EFFECT OF THIS ENDORSEMENT**

Coverage provided under this policy is modified by the provisions of this endorsement. If there is any conflict between the provisions of this endorsement and the provision(s) of any state-specific endorsement also attached to this policy, then the provision(s) of the state-specific endorsement shall apply instead of the provisions of this endorsement that are in conflict, but only to the extent of the conflict, and only to the extent necessary to bring such provisions into conformance with the state requirement(s) contained in the provision(s) of the state-specific endorsement.

**B. NEWLY ACQUIRED OR FORMED ENTITIES**

The Named Insured shown in the Declarations is amended to include any organization you newly acquire or form, other than a partnership, joint venture, or limited liability company, and over which you maintain ownership or majority (more than 50%) interest; if there is no other similar insurance available to that organization. Coverage under this provision is afforded until the 180<sup>th</sup> day after you acquire or form the organization or the end of the policy period, whichever is later.

**C. EMPLOYEES AS INSURED - NONOWNED AUTOS**

The following is added to paragraph A.1. Who is An Insured of SECTION II - COVERED AUTOS LIABILITY COVERAGE:

- d. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

**D. ADDITIONAL INSURED BY CONTRACT, PERMIT OR AGREEMENT**

The following is added to A.1. Who is An Insured of SECTION II - COVERED AUTOS LIABILITY COVERAGE:

Any person or organization that you are required to name as an additional insured in a written contract or agreement that is executed or signed by you prior to a "bodily injury" or "property damage" occurrence is an "insured" for Covered Auto Liability coverage. However, with respect to covered "autos", such person or organization is an insured only to the extent that person or organization qualifies as an "insured" under A.1. Who is an Insured of SECTION II - COVERED AUTOS LIABILITY COVERAGE:

If specifically required by the written contract or agreement referenced in the paragraph above, any coverage provided by this endorsement to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the written contract does not require this coverage to be primary and the additional insured's coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.

**E. SUPPLEMENTARY PAYMENTS - BAIL BONDS**

Supplementary Payments of SECTION II - COVERED AUTOS LIABILITY COVERAGE is revised as follows:

- (2) Up to \$2,500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

**F. SUPPLEMENTARY PAYMENTS - LOSS OF EARNINGS**

Supplementary Payments of the SECTION II - COVERED AUTOS LIABILITY COVERAGE is revised as follows:

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

**G. PERSONAL EFFECTS AND PROPERTY OF OTHERS EXTENSION**

- 1. The Care, Custody or Control Exclusion of SECTION II - COVERED AUTOS LIABILITY COVERAGE, does not apply to "property damage" to property, other than your property, up to an amount not exceeding \$250 in any one "accident". Coverage is excess over any other valid and collectible insurance.

- 2. The following paragraph is added to A.4. Coverage Extensions of SECTION III - PHYSICAL DAMAGE COVERAGE:

- c. We will pay up to \$500 for your property that is lost or damaged as a result of a covered "loss", without applying a deductible. Coverage is excess over any other valid and collectible insurance.





**H. PREJUDGMENT INTEREST COVERAGE**

The following paragraph is added to SECTION II - COVERED AUTOS LIABILITY COVERAGE, 2. Coverage Extensions, a. Supplementary Payments:

(7) Prejudgment interest awarded against the "insured" on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

**I. FELLOW EMPLOYEE - OFFICERS, MANAGERS, AND SUPERVISORS**

The Fellow Employee Exclusion in SECTION II - COVERED AUTOS LIABILITY COVERAGE is replaced as follows;

A. "Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business. This exclusion does not apply to an "insured" who occupies a position as an officer, manager, or supervisor.

**J. HIRED AUTO PHYSICAL DAMAGE**

If covered "auto" designation symbols 1 or 8 apply to Liability Coverage and if at least one "auto" you own is covered by this policy for Comprehensive, Specified Causes of Loss, or Collision coverages, then the Physical Damage coverages provided are extended to "autos" you lease, hire, rent or borrow without a driver; and provisions in the Business Auto Coverage Form applicable to Hired Auto Physical Damage apply up to a limit of \$100,000. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. Any Comprehensive deductible does not apply to fire or lightning.

**K. TEMPORARY SUBSTITUTE AUTOS - PHYSICAL DAMAGE COVERAGE**

The following is added to paragraph C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos of SECTION I - COVERED AUTOS:

If Physical Damage Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own while used with the permission of its owner as a temporary

substitute for a covered "auto" you own that is out of service because of its:

- a. Breakdown;
- b. Repair;
- c. Servicing;
- d. "Loss"; or
- e. Destruction

The coverage that applies is the same as the coverage provided for the vehicle being replaced.

**L. EXPANDED TOWING COVERAGE**

1. We will pay up to:

- a. \$100 for a covered "auto" you own of the private passenger type, or
- b. \$500 for a covered "auto" you own that is not of the private passenger type,

for towing and labor costs incurred each time the covered "auto" is disabled. However, the labor must be performed at the place of disablement.

2. This coverage applies only for an "auto" covered on this policy for Comprehensive or Specified Causes of Loss Coverage and Collision Coverages.
3. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto".

**M. AUTO LOAN OR LEASE COVERAGE**

1. In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the loan or lease, including up to a maximum of \$500 for early termination fees or penalties, for your covered "auto" less:

- a. The amount paid under SECTION III - PHYSICAL DAMAGE COVERAGE of this policy; and
- b. Any:
  - 1) Overdue lease/loan payments at the time of the "loss";
  - 2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
  - 3) Security deposits not refunded by a lessor;
  - 4) Costs of extended warranties, Credit Life insurance, Health, Accident, or Disability insurance purchased with the lease; and



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- 5) Carry-over balances from previous leases.
2. This coverage only applies to a "loss" which is also covered under this policy for Comprehensive, Specified Causes of Loss, or Collision coverage.
3. Coverage does not apply to any unpaid amount due on a loan for which the covered "auto" is not the sole collateral.

**N. ORIGINAL EQUIPMENT MANUFACTURER PARTS - LEASED PRIVATE PASSENGER TYPES**

Under Paragraph C. Limit of Insurance of SECTION III - PHYSICAL DAMAGE COVERAGE, Section 4 is added as follows:

4. We will use new original equipment vehicle manufacturer parts for any private passenger type covered "auto" where required by the lease agreement which has a term of at least six months. If a new original equipment vehicle manufacturer part is not in production or distribution we may use a like, kind and quality replacement part.

**O. DEDUCTIBLE AMENDMENTS**

The following are added to the Deductible provision of SECTION III - PHYSICAL DAMAGE COVERAGE:

If another policy or coverage form that is not an automobile policy or coverage form issued by this company applies to the same "accident", the following applies:

1. If the deductible under this coverage is the smaller (or smallest) deductible, it will be waived:
2. If the deductible under this coverage is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

If a Comprehensive or Specified Causes of Loss Coverage "loss" from one "accident" involves two or more covered "autos", only the highest deductible applicable to those coverages will be applied to the "accident," if the cause of the loss is covered for those vehicles. This provision only applies if you carry Comprehensive or Specified Causes of Loss Coverage for those vehicles, and does not extend coverage to any covered "autos" for which you do not carry such coverage.

No deductible applies to glass if the glass is repaired, in a manner acceptable to us, rather than replaced.

**P. RENTAL REIMBURSEMENT COVERAGE**

1. This coverage applies only to a covered "auto" for which Physical Damage Coverage is provided on this policy.
2. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto." No deductibles apply to this coverage.
3. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
  - a. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you.
  - b. The number of days shown in the Schedule.
4. Our payment is limited to the lesser of the following amounts:
  - a. Necessary and actual expenses incurred.
  - b. \$75 for any one day or for a maximum of 30 days.
5. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
6. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under SECTION III - PHYSICAL DAMAGE COVERAGE Coverage Extension.

**Q. EXPANDED TRANSPORTATION EXPENSE**

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is replaced by the following:

We will pay up to \$50 per day to a maximum of \$1500 for temporary transportation expense incurred by you because of the total theft of a



covered "auto" of the private passenger type. We will only pay for those covered "autos" for which you carry Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 24 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

**R. EXTRA EXPENSE – STOLEN AUTOS**

The following paragraph is added to Coverage Extensions of SECTION III – PHYSICAL DAMAGE COVERAGE:

- c. We will pay for up to \$5,000 for the expense of returning a stolen covered "auto" to you. We will pay only for those covered "autos" for which you carry Comprehensive or Specified Causes of Loss Coverage

**S. PHYSICAL DAMAGE LIMIT OF INSURANCE**

Under SECTION III – PHYSICAL DAMAGE COVERAGE, Paragraph C., Limit of Insurance is replaced by the following:

**C. Limit Of Insurance**

- 1. The most we will pay for "loss" in any one "accident" is the lesser of:
  - a. The actual cash value of the damaged or stolen property as of the time of the "loss", or
  - b. The cost of repairing or replacing the damaged or stolen property.
- 2. \$1500 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
  - a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment.
  - b. Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
  - c. An integral part of such equipment.
- 3. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
- 4. The cost of repairing or replacing may:
  - a. Be based on an estimate which includes parts furnished by the original equip-

ment manufacturer or other sources including non-original equipment manufacturers and

- b. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the net improvement.
- 5. If we offer to pay the actual cash value of the damaged or stolen property, we will value auto advertising wraps, paint customization, and similar business related advertising modifications, in addition to the actual cash value of the property. Auto advertising wraps, paint customization, and similar business related advertising modifications will be valued at the cost to replace them with an adjustment made for depreciation and physical condition.

**T. NEW VEHICLE REPLACEMENT COST**

The following is added to the Limit of Insurance provision of SECTION III – PHYSICAL DAMAGE COVERAGE:

- 5. The provisions of paragraphs 1. and 3. do not apply to a covered "auto" of the private passenger type or a vehicle with a gross vehicle weight rating of 20,000 pounds or less which is a "new vehicle."

In the event of a total "loss" to your new vehicle to which this coverage applies, we will pay at your option:

- a. The verifiable "new vehicle" purchase price you paid for your damaged vehicle, not including any insurance or warranties purchased;
- b. If it is available, the purchase price, as negotiated by us, of a "new vehicle" of the same make, model, and equipment or the most similar model available, not including any furnishings, parts, or equipment not installed by the manufacturer or manufacturers' dealership; or
- c. The market value of your damaged vehicle, not including any furnishings, parts, or equipment not installed by the manufacturer or manufacturer's dealership.

We will not pay for initiation or set up costs associated with loans or leases

As used in this endorsement, a "new vehicle" means an "auto" of which you are the original owner that has not been previ-



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ously titled and which you purchased less than 365 days before the date of the "loss".

**U. PHYSICAL DAMAGE COVERAGE EXTENSIONS**

Under SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, Coverage Extensions, b. Loss of Use Expenses is replaced by the following:

**b. Loss of Use Expenses**

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto."

However, the most we will pay for any expenses for loss of use is \$50 per day, to a maximum of \$1,500. The insurance provided by this provision is excess over any other collectible insurance.

**V. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

The following is added to the Transfer Of Rights Of Recovery Against Others To Us Condition:

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" because of payments we make for damages under this coverage form.

**W. NOTICE OF AND KNOWLEDGE OF OCCURRENCE**

SECTION IV – BUSINESS AUTO CONDITIONS, Paragraph A is amended as follows:

**6. NOTICE OF AND KNOWLEDGE OF OCCURRENCE**

a. Your obligation in the Duties in the Event of Accident, Claim, Suit or Loss Condition relative to notification requirements applies only when the "accident" or "loss" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

b. Your obligation in the Duties in the Event of Accident, Claim, Suit or Loss Condition relative to providing us with documents concerning a claim or "suit" will not be considered breached unless the breach occurs after such claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

**X. HIRED CAR – COVERAGE TERRITORY**

Item (5) of the Policy Period, Coverage Territory General Conditions replaced by the following:

(5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and

**Y. EMERGENCY LOCKOUT**

We will reimburse you up to \$100 for reasonable expense incurred for the services of a locksmith to gain entry into your covered "auto" subject to these provisions:

1. Your door key, electronic key or key entry pad has been lost, stolen or locked in your covered "auto" and you are unable to enter such "auto", or
2. Your keyless entry device battery dies and you are unable to enter such "auto" as a result,
3. Your key, electronic key or key entry pad has been lost or stolen and you have changed the lock to prevent an unauthorized entry; and





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4. Original copies of receipts for services of a locksmith must be provided before reimbursement is payable.

**Z. CANCELLATION CONDITION**

Paragraph A.2. of the COMMON POLICY CONDITION - CANCELLATION applies except as follows:

If we cancel for any reason other than non-payment of premium, we will mail or deliver to the First Named Insured written notice of cancellation at least 60 days before the effective date of cancellation. This provision does not apply in those states that require more than 60 days prior notice of cancellation.



**TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

## Schedule

1. ( ) Specific Waiver  
( X ) Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:

CLASS CODE: 8742

CLASS CODE: 8809

CLASS CODE: 8810

3. Premium:

The premium charge for this endorsement shall be 2.00 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium:

TO BE DETERMINED AT AUDIT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 01/23/2017  
Insured HAHN PUBLIC COMMUNICATIONS  
Policy No. C069638510  
Policy Period 01/23/2017 To 01/23/2018  
Issued On 12/27/2016

ZNAT INSURANCE COMPANY - 30414

  
PRESIDENT

At Austin, TX

WC-42-03-04B  
(Ed. 06-14)

Endorsement No. 6



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – SERVICES PERFORMED ON  
PREMISES OF ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

**PREMIER BUSINESSOWNERS LIABILITY COVERAGE FORM**

**A. The following is added to Section II. WHO IS AN INSURED:**

The person or organization designated in the Schedule of this endorsement is also an insured, but only with respect to their liability for "bodily injury" or "property damage" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf in connection with acts or services normal and usual to your business described in the Declarations, performed by you or on your behalf for the person or organization designated

in the Schedule of this endorsement on premises owned, leased, maintained or used by such person or organization.

**B. ADDITIONAL EXCLUSION**

This insurance, including our duty to defend "suits", does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of any active negligence of the person or organization designated in the Schedule of this endorsement.

**All terms and conditions of this policy apply unless modified by this endorsement.**

**SCHEDULE**

**Name of Person or Organization:  
CITY OF ANN ARBOR**

**PO BOX 8647  
ANN ARBOR**

**MI 481078647**





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/31/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> BKCW Insurance, Risk Management & Benefits 2100 Trimmer Rd. Suite 100 Killeen TX 76541		<b>CONTACT NAME:</b> Carrie Hensley <b>PHONE (A/C, No, Ext):</b> (254) 699-7100 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> hensley@bkow.com															
<b>INSURED</b> TEXHAHN MEDIA, INC. 4200 MARATHON BLVD STE 300 AUSTIN TX 78756-3435		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Depositors Insurance Company</td> <td>42587</td> </tr> <tr> <td>INSURER B: Allied Property &amp; Casualty Ins</td> <td>42579</td> </tr> <tr> <td>INSURER C: Zenith</td> <td>13269</td> </tr> <tr> <td>INSURER D: Philadelphia Insurance Company</td> <td>18058</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Depositors Insurance Company	42587	INSURER B: Allied Property & Casualty Ins	42579	INSURER C: Zenith	13269	INSURER D: Philadelphia Insurance Company	18058	INSURER E:		INSURER F:	
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COVERAGES **CERTIFICATE NUMBER: CL171617997** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADL (INSR)	SUBR (WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	Y	ACPBPOD7246026506	5/3/2017	5/3/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			ACBPAPC7246026506	5/3/2017	5/3/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ SRCH2 \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$			ACPCAD7246026506	5/18/2017	5/3/2018	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	C069638510	1/23/2017	1/23/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	PROFESSIONAL LIABILITY			PHSD1166893	9/10/2016	9/10/2017	OCCURENCE 1,000,000 AGGREGATE 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
The Auto Liability policy includes a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status. The Auto Liability and Workers Compensation policy includes a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. Umbrella is follow form.

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE W Kliever/CARRIE





Office of the Secretary of State

CERTIFICATE OF AMENDMENT  
OF

TexHahn Media, Inc.  
118409400

[formerly: KERRY TATE COMMUNICATIONS, INC.]

The undersigned, as Secretary of State of Texas, hereby certifies that the attached Articles of Amendment for the above named entity have been received in this office and have been found to conform to law.

ACCORDINGLY the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law hereby issues this Certificate of Amendment.

Dated: 12/29/2009  
Effective: 12/29/2009



A handwritten signature in cursive script, appearing to read "Hope Andrade".

Hope Andrade  
Secretary of State

**ATTACHMENT A  
LEGAL STATUS OF RESPONDENT**

(The Respondent shall fill out the provision and strike out the remaining ones.)

The Respondent is:

- A corporation organized and doing business under the laws of the state of TEXAS, for whom J. R. Hahn bearing the office title of PRESIDENT, whose signature is affixed to this proposal, is authorized to execute contracts on behalf of respondent.\*

\*If not incorporated in Michigan, please attach the corporation's Certificate of Authority

- A limited liability company doing business under the laws of the State of \_\_\_\_\_, whom \_\_\_\_\_ bearing the title of \_\_\_\_\_ whose signature is affixed to this proposal, is authorized to execute contract on behalf of the LLC.
- A partnership organized under the laws of the State of \_\_\_\_\_ and filed with the County of \_\_\_\_\_, whose members are (attach list including street and mailing address for each.)
- An individual, whose signature with address, is affixed to this RFP.

Respondent has examined the basic requirements of this RFP and its scope of services, including all Addendum (if applicable) and hereby agrees to offer the services as specified in the RFP.

  
Signature \_\_\_\_\_ Date: 7.27.17

(Print) Name J. R. Hahn Title PRESIDENT

Firm: Tex Hahn Media, Inc., dba - Hahn Public

x Address: 4200 Marathon Blvd. Ste 300 Austin, TX, 78756

x Contact Phone 512-344-2010 < Fax 512-476-7722

x Email jhahn@hahnpublic.com

**ATTACHMENT B  
CITY OF ANN ARBOR DECLARATION OF COMPLIANCE**

**Non-Discrimination Ordinance**

The "non discrimination by city contractors" provision of the City of Ann Arbor Non-Discrimination Ordinance (Ann Arbor City Code Chapter 112, Section 9:158) requires all contractors proposing to do business with the City to treat employees in a manner which provides equal employment opportunity and does not discriminate against any of their employees, any City employee working with them, or any applicant for employment on the basis of actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight. It also requires that the contractors include a similar provision in all subcontracts that they execute for City work or programs.

In addition the City Non-Discrimination Ordinance requires that all contractors proposing to do business with the City of Ann Arbor must satisfy the contract compliance administrative policy adopted by the City Administrator. A copy of that policy may be obtained from the Purchasing Manager

The Contractor agrees:

- (a) To comply with the terms of the City of Ann Arbor's Non-Discrimination Ordinance and contract compliance administrative policy.
- (b) To post the City of Ann Arbor's Non-Discrimination Ordinance Notice in every work place or other location in which employees or other persons are contracted to provide services under a contract with the City.
- (c) To provide documentation within the specified time frame in connection with any workforce verification, compliance review or complaint investigation.
- (d) To permit access to employees and work sites to City representatives for the purposes of monitoring compliance, or investigating complaints of non-compliance.

The undersigned states that he/she has the requisite authority to act on behalf of his/her employer in these matters and has offered to provide the services in accordance with the terms of the Ann Arbor Non-Discrimination Ordinance. The undersigned certifies that he/she has read and is familiar with the terms of the Non-Discrimination Ordinance, obligates the Contractor to those terms and acknowledges that if his/her employer is found to be in violation of Ordinance it may be subject to civil penalties and termination of the awarded contract.

Hahn Public Communications  
Company Name

[Signature] 7.27.17  
Signature of Authorized Representative Date

Jeff Hahn, Principal  
Print Name and Title

4700 Marathon Blvd. Ste 300, Austin, TX 78756  
Address, City, State, Zip

jhahn@hahnpublic.com 512 344 2010  
Phone/Email address

**Questions about the Notice or the City Administrative Policy, Please contact:**  
Procurement Office of the City of Ann Arbor  
(734) 794-6500

**ATTACHMENT C  
CITY OF ANN ARBOR  
LIVING WAGE ORDINANCE DECLARATION OF COMPLIANCE**

The Ann Arbor Living Wage Ordinance (Section 1:811-1:821 of Chapter 23 of Title I of the Code) requires that an employer who is (a) a contractor providing services to or for the City for a value greater than \$10,000 for any twelve-month contract term, or (b) a recipient of federal, state, or local grant funding administered by the City for a value greater than \$10,000, or (c) a recipient of financial assistance awarded by the City for a value greater than \$10,000, shall pay its employees a prescribed minimum level of compensation (i.e., Living Wage) for the time those employees perform work on the contract or in connection with the grant or financial assistance. The Living Wage must be paid to these employees for the length of the contract/program.

*Companies employing fewer than 5 persons and non-profits employing fewer than 10 persons are exempt from compliance with the Living Wage Ordinance. If this exemption applies to your company/non-profit agency please check here  No. of employees \_\_\_*

The Contractor or Grantee agrees:

- (a) To pay each of its employees whose wage level is not required to comply with federal, state or local prevailing wage law, for work covered or funded by a contract with or grant from the City, no less than the Living Wage. The current Living Wage is defined as \$13.13/hour for those employers that provide employee health care (as defined in the Ordinance at Section 1:815 Sec. 1 (a)), or no less than \$14.65/hour for those employers that do not provide health care. The Contractor or Grantor understands that the Living Wage is adjusted and established annually on April 30 in accordance with the Ordinance and covered employers shall be required to pay the adjusted amount thereafter to be in compliance (Section 1:815(3)).

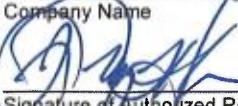
**Check the applicable box below which applies to your workforce**

<input type="checkbox"/>	Employees who are assigned to any covered City contract/grant will be paid at or above the applicable living wage without health benefits
<input checked="" type="checkbox"/>	Employees who are assigned to any covered City contract/grant will be paid at or above the applicable living wage with health benefits

- (b) To post a notice approved by the City regarding the applicability of the Living Wage Ordinance in every work place or other location in which employees or other persons contracting for employment are working.
- (c) To provide to the City payroll records or other documentation within ten (10) business days from the receipt of a request by the City.
- (d) To permit access to work sites to City representatives for the purposes of monitoring compliance, and investigating complaints or non-compliance.
- (e) To take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee covered by the Living Wage Ordinance or any person contracted for employment and covered by the Living Wage Ordinance in order to pay the living wage required by the Living Wage Ordinance.

The undersigned states that he/she has the requisite authority to act on behalf of his/her employer in these matters and has offered to provide the services or agrees to accept financial assistance in accordance with the terms of the Living Wage Ordinance. The undersigned certifies that he/she has read and is familiar with the terms of the Living Wage Ordinance, obligates the Employer/Grantee to those terms and acknowledges that if his/her employer is found to be in violation of Ordinance it may be subject to civil penalties and termination of the awarded contract or grant of financial assistance.

Hahn Public Communications      4200 Marathon Blvd. Ste. 300  
Company Name      Street Address

      7.27.17      Austin, TX, 78756  
Signature of Authorized Representative      Date      City, State, Zip

Jeff Hahn, Principal      512 344 2010      jhahn@hahnpublic.com  
Print Name and Title      Phone/Email address

**ATTACHMENT D**



<b>VENDOR CONFLICT OF INTEREST DISCLOSURE FORM</b>
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All vendors interested in conducting business with the City of Ann Arbor must complete and return the Vendor Conflict of Interest Disclosure Form in order to be eligible to be awarded a contract. Please note that all vendors are subject to comply with the City of Ann Arbor's conflict of interest policies as stated within the certification section below.

If a vendor has a relationship with a City of Ann Arbor official or employee, an immediate family member of a City of Ann Arbor official or employee, the vendor shall disclose the information required below.

1. No City official or employee or City employee's immediate family member has an ownership interest in vendor's company or is deriving personal financial gain from this contract.
2. No retired or separated City official or employee who has been retired or separated from the City for less than one (1) year has an ownership interest in vendor's Company.
3. No City employee is contemporaneously employed or prospectively to be employed with the vendor.
4. Vendor hereby declares it has not and will not provide gifts or hospitality of any dollar value or any other gratuities to any City employee or elected official to obtain or maintain a contract.
5. Please note any exceptions below:

Conflict of Interest Disclosure*	
Name of City of Ann Arbor employees, elected officials or immediate family members with whom there may be a potential conflict of interest.	<input type="checkbox"/> Relationship to employee <hr/> <input type="checkbox"/> Interest in vendor's company <input type="checkbox"/> Other (please describe in box below)
N/A	

\*Disclosing a potential conflict of interest does not disqualify vendors. In the event vendors do not disclose potential conflicts of interest and they are detected by the City, vendor will be exempt from doing business with the City.

<b>I certify that this Conflict of Interest Disclosure has been examined by me and that its contents are true and correct to my knowledge and belief and I have the authority to so certify on behalf of the Vendor by my signature below:</b>		
<b>Vendor Name</b>	<b>Vendor Phone Number</b>	
<b>Signature of Vendor Authorized Representative</b>	<b>Date</b>	<b>Printed Name of Vendor Authorized Representative</b>

**ATTACHMENT E**  
**CITY OF ANN ARBOR NON-DISCRIMINATION ORDINANCE**

Relevant provisions of Chapter 112, Nondiscrimination, of the Ann Arbor City Code are included below. You can review the entire ordinance at [www.a2gov.org/departments/city-clerk](http://www.a2gov.org/departments/city-clerk)

**Intent:** It is the intent of the city that no individual be denied equal protection of the laws; nor shall any individual be denied the enjoyment of his or her civil or political rights or be discriminated against because of actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight.

**Discriminatory Employment Practices:** No person shall discriminate in the hire, employment, compensation, work classifications, conditions or terms, promotion or demotion, or termination of employment of any individual. No person shall discriminate in limiting membership, conditions of membership or termination of membership in any labor union or apprenticeship program.

**Discriminatory Effects:** No person shall adopt, enforce or employ any policy or requirement which has the effect of creating unequal opportunities according to actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight for an individual to obtain housing, employment or public accommodation, except for a bona fide business necessity. Such a necessity does not arise due to a mere inconvenience or because of suspected objection to such a person by neighbors, customers or other persons.

**Nondiscrimination by City Contractors:** All contractors proposing to do business with the City of Ann Arbor shall satisfy the contract compliance administrative policy adopted by the City Administrator in accordance with the guidelines of this section. All city contractors shall ensure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity and tends to eliminate inequality based upon any classification protected by this chapter. All contractors shall agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of any applicable protected classification. All contractors shall be required to post a copy of Ann Arbor's Non-Discrimination Ordinance at all work locations where its employees provide services under a contract with the city.

**Complaint Procedure:** If any individual has a grievance alleging a violation of this chapter, he/she has 180 calendar days from the date of the individual's knowledge of the allegedly discriminatory action or 180 calendar days from the date when the individual should have known of the alleged discriminatory action to file a complaint with the city's Human Rights Commission. If an individual fails to file a complaint alleging a violation of this chapter within the specified time frame, the complaint will not be considered by the Human Rights Commission. The complaint should be made in writing to the Human Rights Commission. The complaint may be filed in person with the City Clerk, by e-mail ([hrc@a2gov.org](mailto:hrc@a2gov.org)), by phone (734-794-6141) or by mail (Ann Arbor Human Rights Commission, PO Box 8647, Ann Arbor, MI 48107). The complaint must contain information about the alleged discrimination, such as name, address, phone number of the complainant and location, date and description of the alleged violation of this chapter.

**Private Actions For Damages or Injunctive Relief:** To the extent allowed by law, an individual who is the victim of discriminatory action in violation of this chapter may bring a civil action for appropriate injunctive relief or damages or both against the person(s) who acted in violation of this chapter.

ATTACHMENT F

CITY OF ANN ARBOR LIVING WAGE ORDINANCE

**RATE EFFECTIVE APRIL 30, 2017 - ENDING APRIL 29, 2018**

**\$13.13 per hour**

If the employer provides health care benefits\*

**\$14.65 per hour**

If the employer does NOT provide health care benefits\*

Employers providing services to or for the City of Ann Arbor or recipients of grants or financial assistance from the City of Ann Arbor for a value of more than \$10,000 in a twelve-month period of time must pay those employees performing work on a City of Ann Arbor contract or grant, the above living wage.

**ENFORCEMENT**

The City of Ann Arbor may recover back wages either administratively or through court action for the employees that have been underpaid in violation of the law. Persons denied payment of the living wage have the right to bring a civil action for damages in addition to any action taken by the City.

Violation of this Ordinance is punishable by fines of not more than \$500/violation plus costs, with each day being considered a separate violation. Additionally, the City of Ann Arbor has the right to modify, terminate, cancel or suspend a contract in the event of a violation of the Ordinance.

\* Health Care benefits include those paid for by the employer or making an employer contribution toward the purchase of health care. The employee contribution must not exceed \$.50 an hour for an average work week; and the employer cost or contribution must equal no less than \$1/hr for the average work week.

**The Law Requires Employers to Display This Poster Where Employees Can Readily See It.**

**For Additional Information or to File a Complaint Contact  
Colin Spencer at 734/794-6500 or [cspencer@a2gov.org](mailto:cspencer@a2gov.org)**