

1 Postal Service, first class, postage prepaid to Contractor at the address first stated above
2 and to the City at 333 W. Ocean Boulevard, Long Beach, CA 90802 Attn: City Clerk.

3 Notice or other communication shall be deemed to have been given or made
4 on the date personal delivery is made or the date of deposit in the mail.

5 4. This Agreement may be changed only by a written amendment executed
6 by the authorized representatives of the parties. No amendment or modification shall be
7 made by course of performance, course of dealing or usage of trade. This Agreement
8 shall be governed by the laws of the State of California, excluding those laws relating to
9 conflicts of laws.

10 5. Contractor shall not assign or transfer this Agreement without the prior
11 written consent of City. Any transfer or assignment without City's prior written consent shall
12 constitute a material default of this Agreement and shall be void ab initio.

13 6. If one or more of the provisions contained in this Agreement are, for any
14 reason, held to be unenforceable under the laws of California, such unenforceability shall
15 not effect any other provision of this Agreement.

16 7. In the performance of this Agreement, Contractor shall not discriminate
17 against any employee or applicant for employment because of race, religious creed, color,
18 national origin, ancestry, physical handicap, medical condition, AIDS, HIV status, marital
19 status, sexual preference, sex, or age.

20 8. The acceptance of services or the payment of money by City shall not
21 operate as a waiver of any provision of this Agreement, or of any right to damages. The
22 waiver of a breach shall not constitute a waiver of any other or subsequent breach.

23 9. If there is any legal proceeding between the parties to enforce or interpret
24 this Agreement or to protect or establish any rights or remedies under this Agreement, then
25 the prevailing party shall be entitled to its reasonable attorney's fees and court costs.

26 10. If there is any conflict between the Purchase Order and this Agreement,
27 then this Agreement shall govern.

28 IN WITNESS WHEREOF, the parties have caused this Agreement to be duly

Robert E. Shannon
City Attorney of Long Beach
333 West Ocean Boulevard
Long Beach, California 90802-4664
Telephone (562) 570-2200

1 executed with all formalities required by law as of the date first stated above.

2 NHAH, INC., a California corporation
3 08/17, 2006 By [Signature]
4 President

5 08/17, 2006 By [Signature]
6 Secretary

7 "Contractor"

8 CITY OF LONG BEACH, a municipal corporation
9 Aug 25, 2006 By: [Signature]
10 City Manager

11 "City"

12 This Agreement is approved as to form on 8/22, 2006.

13 ROBERT E. SHANNON, City Attorney

14 By [Signature]
15 Senior Deputy



Nista, Hancock and Knapp
strategic marketing & advertising solutions

Exhibit "A"

ideas into results

249 East Ocean Blvd. Suite 715
Long Beach, CA 90802
562 641-0100

January 27, 2006

Item	Description		Cost
Design/Creative Services	<p>Creation of Slogans and Logos/Design Elements for the Voter Outreach Campaign:</p> <p>Fact Sheet/Voter Registration Pamphlet Insert Design To be printed/bound into the voter pamphlet. Artwork will be sent to the City of Long Beach for inclusion in voter packets</p> <p>Direct Mail Postcard Design Design an informative postcard that will be mailed to all Registered Voters in Long Beach, announcing the concurrent elections</p> <p>Bus Shelter & Bus King/Tail Ad Design Design an informative Bus Shelter billboard to alert voters to the concurrent elections</p> <p>Government Offices/Local Businesses Poster Design Design an informative Poster for use in public areas of City of Long Beach Offices and other local government buildings, and for display by local businesses</p> <p>Polling Place Signage Design two signs with all of the logos/slogans from the campaign to alert voters arriving at their polling place</p> <p>Web Page Design Create web pages for posting on the City of Long Beach website</p> <p>2 Vote Tuesday Sticker Design To be distributed to voters at the polls after they cast their vote</p>		\$21,000
PR Services	<p>Press Releases – Total of 4 - First Press Release for the April Primary and two-three to follow up to the June Elections. Press Releases submitted to all local news sources, including print and on air. Includes arrangement of press conference</p>		\$3,000
Production of Television Commercial	<p>Alternative Option, Commercial with Voice Over and Graphics</p>		\$5,000
Photo Fees	<p>High resolution stock photos will be purchased for Postcard, Posters and all Signage</p>		\$2,300



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January 27, 2006

Item	Description	Cost
Printing Costs	221,514 Postcards – 2x mailing - *includes the mailing service fees	\$15,925
Printing Costs	Absentee Outgoing Envelope Inserts	TBD
Printing Costs	Local Business Posters and Signage, to help promote the concurrent election.	\$1,600
Bus Interior Card Signage Printing	225 Buses	\$2,298.75
Bus Interior Card Signage Installation	225 Signs will be installed @ \$3 per sign	\$675
Yellow Cab Topper Signage Printing	Cab Topper Decal – 20 Cabs No Installation Fees	\$688
Bus Shelters	The City's limited contract with Viacom provides 18 shelter spaces. The Ad's can run up to 6 weeks.	Free
Bus Shelters	15 Units - 4 Week Run Time Plus Ten Bonus Units - 6'Hx4'W	\$9,750
Bus Tails	30 Units - 4 Week Run Time Plus Ten Bonus Units - 21'Hx72'W	\$6,750
Bus Kings	30 Units - 4 Week Run Time 30'Hx144'W	\$12,000
Bus Shelters, Tails and King Printing	43 Shelters, 40 Bus Tails, 30 Kings We are working on getting a better price here	\$7,620
100 Coffee Mugs	2 Color Printed Mugs	\$582
Poll Worker Buttons	4,000 Buttons for all Poll Workers County & City	\$1,720
Lawn Signs	500 1 Side/2 Color 24x18 signs To be used in all 9 districts –	\$1,500
2VoteTuesday Stickers	75,000 2 color stickers – Sheet or Roll	\$950