

EXHIBIT
A

**AGREEMENT BETWEEN THE CITY OF ROUND ROCK
AND COMMUNITY IMPACT
FOR THE PURCHASE OF
PROFESSIONAL ADVERTISING SERVICES**

THE STATE OF TEXAS	§	
	§	
CITY OF ROUND ROCK	§	KNOW ALL BY THESE PRESENTS:
	§	
COUNTY OF WILLIAMSON	§	
COUNTY OF TRAVIS	§	

This Agreement for the purchase of advertising professional consulting services is made and entered into on this the ____ day of _____, 2026, by and between the CITY OF ROUND ROCK, TEXAS, a home-rule municipality whose offices are located at 221 East Main Street, Round Rock, Texas 78664, referred to herein as the “City,” and COMMUNITY IMPACT, whose offices are located at 16225 Impact Way, Suite #1, Pflugerville, Texas 78660 referred to herein as “Vendor.”

RECITALS:

WHEREAS, City desires to purchase professional consulting services related to advertising (“Goods and/or Services”); and

WHEREAS, the Vendor has provided its Proposal to the City to provide the requested Goods and/or Services; and

WHEREAS, City has determined the Vendor’s Proposal is in the best interest of the City; and

WHEREAS, the parties desire to enter into this Agreement to set forth in writing their respective rights, duties, and obligations;

NOW, THEREFORE,

in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

1.0 DEFINITIONS

A. **Agreement** means this binding legal contract between City and Vendor whereby City is authorized to buy specified services and Vendor is obligated to sell same. The Agreement includes the following: (a) Vendor's Proposal; and (b) any exhibits and/or addenda thereto. Any inconsistencies or conflicts in the contract documents shall be resolved by giving preference in the following order:

- (1) This Agreement;
- (2) Vendor's Proposal;
- (3) Any addenda, exhibits, and attachments.

B. **City** means the City of Round Rock, Williamson and Travis Counties, Texas.

C. **Effective Date** means the date set out in the introductory paragraph above.

D. **Goods and Services** mean the specified services, supplies, materials, commodities, or equipment, as described in the Proposal.

E. **Vendor** means Community Impact, or any successors or assigns.

2.0 EFFECTIVE DATE AND TERM

A. This Agreement shall remain in full force and effect until it expires as indicated herein or is terminated in accordance with **Section 16.0**.

B. The term of this Agreement shall be for sixty (60) months from the Effective Date.

3.0 CONTRACT DOCUMENTS AND EXHIBITS

City selected Vendor to supply the Goods and Services as outlined in the Proposal; any Addenda as contained in **Exhibit "A,"** incorporated herein by reference for all purposes. The intent of these documents is to formulate an Agreement listing the responsibilities of both parties as outlined in the Proposal and any Addenda.

The Goods and Services which are the subject matter of this Agreement are described in **Exhibit "A"** and, together with this Agreement, comprise the total Agreement and **Exhibit A** is a part of this Agreement as if repeated herein in full.

4.0 SCOPE OF WORK

Vendor shall satisfactorily provide all Goods and Services described in **Exhibit "A,"** attached hereto, within the contract term specified in **Section 2.0**. Vendor's undertakings shall be limited to Goods and Services for City and/or advising City concerning those matters on which

Vendor has been specifically engaged. Vendor shall provide its Goods and Services in accordance with this Agreement and Exhibit A and with due care, and in accordance with prevailing industry standards for comparable Goods and Services.

5.0 COSTS

A. In consideration for the Goods and Services to be provided by Vendor, City agrees to pay Vendor the amounts set forth in **Exhibit "A."**

B. The City is authorized to pay the Vendor an amount not-to-exceed **\$375,000.00**, for the term of this Agreement.

6.0 INVOICES

All invoices shall include, at a minimum, the following information:

1. Name and address of Vendor;
2. Purchase Order Number;
3. Description and quantity of items received; and
4. Delivery dates.

7.0 NON-APPROPRIATION AND FISCAL FUNDING

This Agreement is a commitment of City's current revenues only. It is understood and agreed that City shall have the right to terminate this Agreement if the governing body of City does not appropriate funds sufficient to purchase the Goods and Services as determined by City's budget for the fiscal year in question. City may affect such termination by giving the Vendor written notice of termination.

8.0 PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, any payment to be made by City to Vendor will be made within thirty (30) days of the date City receives Goods and Services under this Agreement, the date the performance of the services under this Agreement are completed, or the date City receives a correct invoice for the Goods and Services, whichever is later. Vendor may charge interest on an overdue payment at the rate in effect on September 1 of the fiscal year in which the payment becomes overdue, in accordance with V.T.C.A., Texas Government Code, Section 2251.025(b). This Prompt Payment Policy does not apply to payments made by City in the event:

1. There is a bona fide dispute between City and Vendor, a contractor, subcontractor, or supplier about the goods delivered or the service performed that cause the payment to be late; or

2. There is a bona fide dispute between Vendor and a subcontractor or between a subcontractor and its supplier about the goods delivered or the service performed that causes the payment to be late; or
3. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or
4. The invoice is not mailed to City in strict accordance with any instruction on the purchase order relating to the payment.

9.0 GRATUITIES AND BRIBES

City may, by written notice to Vendor, cancel this Agreement without liability to Vendor if it is determined by City that gratuities or bribes in the form of entertainment, gifts, or otherwise were offered or given by Vendor or its agents or representatives to any City officer, employee or elected representative with respect to the performance of this Agreement. In addition, Vendor may be subject to penalties stated in Title 8 of the Texas Penal Code.

10.0 TAXES

City is exempt from Federal Excise and State Sales Tax; therefore, tax shall not be included in Vendor's charges.

11.0 INSURANCE

Vendor shall meet all City insurance requirements set forth in the IFB and on the City's website at:

<https://www.roundrocktexas.gov/wp-content/uploads/2024/12/CORR-Insurance-08-2024.pdf>

12.0 CITY'S REPRESENTATIVE

City hereby designates the following representative authorized to act in its behalf with regard to this Agreement:

Todd Worlock, Manager - Marketing
Parks and Recreation Department
Round Rock, TX 78664
(512) 671-2704
tworlock@roundrocktexas.gov

13.0 RIGHT TO ASSURANCE

Whenever either party to this Agreement, in good faith, has reason to question the other party's intent to perform hereunder, then demand may be made to the other party for written assurance of the intent to perform. In the event that no written assurance is given within the

affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

24.0 MISCELLANEOUS PROVISIONS

A. Standard of Care. Vendor represents that it employs trained, experienced, and competent persons to perform all of the services, responsibilities and duties specified herein and that such services, responsibilities, and duties shall be performed in a manner according to generally accepted industry practices.

B. Time is of the Essence. The parties agree that, from time to time, certain unique transactions may have special requirements relative to timing and, accordingly, the parties will identify those transactions and exercise best efforts to accomplish those transactions within the stated timeframe. Other timing requirements will be met in a commercially reasonable manner. Where damage is caused to City due to Vendor's failure to perform in the special timing requirement circumstances, City may pursue any remedy available without waiver of any of City's additional legal rights or remedies.

C. Binding Agreement. This Agreement shall extend to and be binding upon and inure to the benefit of the parties' respective heirs, executors, administrators, successors and assigns.

D. Multiple Counterparts. This Agreement may be executed in multiple counterparts, any one of which shall be considered an original of this document; and all of which, when taken together, shall constitute one and the same instrument.

[Signatures on the following page.]

reasonable time specified when demand is made, then and in that event the demanding party may treat such failure as an anticipatory repudiation of this Agreement.

14.0 DEFAULT

If Vendor abandons or defaults under this Agreement, Vendor shall be declared in default of this Agreement if it does any of the following and fails to cure the issue within thirty (30) days of receipt of written notice:

1. Fails to fully, timely and faithfully perform any of its material obligations under this Agreement;
2. Becomes insolvent or seeks relief under the bankruptcy laws of the United States and is unable to perform its material obligations under the Agreement.

15.0 TERMINATION AND SUSPENSION

A. City has the right to terminate this Agreement, in whole or in part, for convenience and without cause, at any time upon written notice to Vendor, the "Date of Termination."

B. In the event of any default by Vendor, City has the right to terminate this Agreement for cause, upon ten (10) days' written notice to Vendor.

C. Vendor has the right to terminate this Agreement only for cause, that being in the event of a material and substantial breach by City, or by mutual agreement to terminate evidenced in writing by and between the parties.

D. In the event City terminates under subsections (A) or (B) of this section, the following shall apply: Upon City's delivery of the referenced notice to Vendor, Vendor shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after the Date of Termination, Vendor shall submit a statement showing in detail the goods and/or services satisfactorily performed under this Agreement up to the date of termination. City shall then pay Vendor that portion of the charges, if undisputed. The parties agree that Vendor is not entitled to compensation for services it would have performed under the remaining term of the Agreement except as provided herein.

16.0 INDEMNIFICATION

Vendor shall defend (at the option of City), indemnify, and hold City, its successors, assigns, officers, employees and elected officials harmless from and against all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees, and any and all other costs or fees arising out of, or incident to, concerning or resulting from the fault of Vendor, or Vendor's agents, employees or subcontractors, in the performance of Vendor's obligations under this Agreement, no matter how, or to whom, such loss may occur. Nothing herein shall be deemed

to limit the rights of City or Vendor (including, but not limited to the right to seek contribution) against any third party who may be liable for an indemnified claim.

17.0 COMPLIANCE WITH LAWS, CHARTER, AND ORDINANCES

A. Vendor, its agents, employees and subcontractors shall use best efforts to comply with all applicable federal and state laws, the Charter and Ordinances of the City of Round Rock, as amended, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies.

B. In accordance with Chapter 2271, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel and will not boycott Israel during the term of this contract. The signatory executing this Agreement on behalf of Vendor verifies Vendor does not boycott Israel and will not boycott Israel during the term of this Agreement.

C. In accordance with Chapter 2274, Texas Government Code, a governmental entity may not enter into a contract with a company with at least ten (10) full-time employees for a value of at least One Hundred Thousand and No/100 Dollars (\$100,000.00) unless the contract has a provision verifying that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The signatory executing this Agreement on behalf of Vendor verifies Vendor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and it will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

D. In accordance with Chapter 2274, Texas Government Code, a governmental entity may not enter into a contract with a company with at least ten (10) full-time employees for a value of at least One Hundred Thousand and No/100 Dollars (\$100,000.00) unless the contract has a provision verifying that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of this Agreement. The signatory executing this Agreement on behalf of Vendor verifies Vendor does not boycott energy companies, and it will not boycott energy companies during the term of this Agreement.

18.0 ASSIGNMENT AND DELEGATION

The parties hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Neither party shall assign, sublet or transfer any interest in this Agreement without prior written authorization of the other party.

19.0 NOTICES

A. All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

1. When delivered personally to recipient's physical or email address as stated in this Agreement; or
2. Three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated in this Agreement.

Notice to Vendor:

Vendor: Community Impact
Address: 16225 Impact Way
Suite #1
Pflugerville, Texas 78660
Email: abryant@communityimpact.com

Notice to City:

City Manager 221 East Main Street Round Rock, TX 78664	AND TO:	Stephanie L. Sandre, City Attorney 309 East Main Street Round Rock, TX 78664
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B. Nothing contained herein shall be construed to restrict the transmission of routine communications between representatives of City and Vendor.

20.0 APPLICABLE LAW, ENFORCEMENT, AND VENUE

This Agreement shall be enforceable in Round Rock, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

21.0 EXCLUSIVE AGREEMENT

This document, and all appended documents, constitutes the entire Agreement between Vendor and City. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing.

22.0 DISPUTE RESOLUTION

City and Vendor hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement, or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

23.0 SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way

IN WITNESS WHEREOF, City and Vendor have executed this Agreement on the dates indicated.

Community Impact

By: Amy Bryant
Printed Name: Amy Bryant
Title: General Manager
Date Signed: 2-2-2026

City of Round Rock, Texas

By: _____
Printed Name: _____
Title: _____
Date Signed: _____

For City, Attest:

By: _____
Ann Franklin, City Clerk

For City, Approved as to Form:

By: _____
Stephanie L. Sandre, City Attorney

EXHIBIT "A"
(PROPOSAL)



16225 Impact Way
 Pflugerville, TX 78660
 Office: (512) 989-6808
 Fax: (512) 989-6809
 www.communityimpact.com

ADVERTISING ORDER FORM 2026-2030

Company Information

Business Name: City of Round Rock
Contact Email: tworlock@roundrocktexas.gov
Mailing Address: 301 W. Bagdad Ave., Ste. 250

Contact Name: Todd Worlock
Contact Phone: (512) 671-2704
City, State, ZIP: Round Rock, TX 78664

Order: Insert

Market	Month	Year	Size	Section	Rate* Subject to change
Round Rock	March	2026	TBD (est. 28-32 pages) distributed to approx. 35,000-40,000 mailboxes + 100 client copies (usually larger of the two programs each year)	Summer	\$.65 per (28 pg) to \$.68 per (32 pg) = \$23,100-\$26,800 + graphic design fees
Round Rock	August	2026	TBD (est. 28-32 pages) distributed to approx. 35,000-40,000 mailboxes + 100 client copies (usually smaller of the two programs each year)	Fall/ Winter/ Spring	TBD
Round Rock	March	2027	TBD (est. 28-32 pages) distributed to approx. 35,000-40,000 mailboxes + 100 client copies (usually larger of the two programs each year)	Summer	TBD
Round Rock	August	2027	TBD (est. 28-32 pages) distributed to approx. 35,000-40,000 mailboxes + 100 client copies (usually smaller of the two programs each year)	Fall/ Winter/ Spring	TBD
Round Rock	March	2028	TBD (est. 28-32 pages) distributed to approx. 35,000-40,000 mailboxes + 100 client copies	Summer	TBD

			(usually larger of the two programs each year)		
Round Rock	August	2028	TBD (est. 28-32 pages) distributed to approx. 35,000-40,000 mailboxes + 100 client copies (usually smaller of the two programs each year)	Fall/ Winter/ Spring	TBD
Round Rock	March	2029	TBD (est. 28-32 pages) distributed to approx. 35,000-40,000 mailboxes + 100 client copies (usually larger of the two programs each year)	Summer	TBD
Round Rock	August	2029	TBD (est. 28-32 pages) distributed to approx. 35,000-40,000 mailboxes + 100 client copies (usually smaller of the two programs each year)	Fall/ Winter/ Spring	TBD
Round Rock	March	2030	TBD (est. 28-32 pages) distributed to approx. 35,000-40,000 mailboxes + 100 client copies (usually larger of the two programs each year)	Summer	TBD
Round Rock	August	2030	TBD (est. 28-32 pages) distributed to approx. 35,000-40,000 mailboxes + 100 client copies (usually smaller of the two programs each year)	Fall/ Winter/ Spring	TBD

Billing Contact Information

Billing Contact Name:

Email:

Phone: City of Round Rock

TERMS AND CONDITIONS

communityimpact.com/contact
ads@communityimpact.com
512.989.6808

1. Client understands that advertising rates can vary based on market demographics, order quantity, contract length, product or service, size, placement and terms. By executing the contract, Client is committing to a number of insertion months. For any changes within those terms, Client must notify Community Impact more than 30 days before the Client Deadline. Upon Community Impact review, if contract changes are executed, the Client invoice will be adjusted for the difference in price.
2. This Agreement is non-cancellable for the entire contracted term, except in the event of permanent Client closure. Failure to provide materials, approvals, or cooperation does not relieve Client of its obligation to pay all contracted amounts. Community Impact reserves the right to either run the last communicated advertising or to not run the advertising at all, and invoice for the contracted amount.
3. For SOLO Postcards, delivery dates are guidelines based on USPS standard mail delivery windows. Community Impact is a permitted reseller of postage products which must be verified and accepted by USPS. Once mail is accepted, it becomes USPS property and must meet federally regulated service standards, however this does not equate to a specific delivery date and Community Impact offers no warranty, guarantee or other promises of delivery timeline once USPS takes possession of the mail.
4. For CI 360, Storytelling Headlines for multiple markets within the same metro must use the exact same content; changes are permitted across metros.
5. For all Storytelling Headline and Storytelling Banner products, Community Impact will make three attempts to schedule, interview, and/or approve stories, with the final attempt in writing. If we do not receive confirmation after these attempts, we will notify you that the storytelling will not be published.
6. For any Digital products requiring mid-run changes, there is a business day turnaround of up to 2 days and a \$25 Administrative Fee separate from any Design Fees.
7. Targeted Mail fees are subject to change with notice. If Community Impact incurs a USPS postage increase, a change in paper or ink tariffs, or other unexpected hard costs we cannot negotiate with our vendors, we reserve the right to give 30 days notice with Clients in agreement and bound to the new pass-along fees for the remainder of the contract.
8. If ordering extra copies of Targeted Mail inserts or sticky notes, Community Impact provides free delivery to our local office or staff; however for delivery to a different address we will communicate the shipping cost.

9. Client will be invoiced by month approximately 20 business days prior to the advertising or services Final Date. Client agrees to pay in full approximately 10 business days prior to delivery date or pays prior to the due date based on the net terms as approved by the Finance Team at Community Impact. Advertisements running in more than one market during the same month will be invoiced and paid as a group according to the earliest date.

10. If a credit card or ACH have been provided by the Client, by signing this agreement the Client authorizes Community Impact to charge the contracted monthly amount to the credit card or ACH. In the event that payment is not processed successfully on the initial attempt, Community Impact reserves the right to reprocess until payment is successfully obtained.

11. If a single use credit card (P-Card) has been provided by the Client, by signing this agreement the Client agrees to pre-authorize the total invoice amount including credit card fees.

12. In the event that Community Impact receives a payment from Client without accompanying remittance details sufficient to identify the intended invoice(s), Community Impact will make reasonable efforts to contact the Client for clarification. If no response is received within thirty (30) days of receipt of payment, Community Impact reserves the right to apply such payment to the oldest outstanding invoice(s) on Client's account. Any disputes regarding the allocation of such payments must be raised within fifteen (15) days following allocation.

13. Any late payments shall accrue interest up to 1.5% per month. In the event of non-payment, Community Impact may, at its option, declare all remaining amounts due under this Agreement immediately payable. Client remains liable for all contracted amounts regardless of whether advertisements run, are paused, or are rejected.

14. Returned checks are subject to a \$25.00 return fee.

15. In the event of errors in or omissions of any advertisement(s), Community Impact's liability shall not exceed the value of the advertisement that ran with Community Impact. It is the policy of Community Impact to run a "make-good" advertisement in the next available issue or product where relevant. This excludes colors, contrast, photos, font, and other features may appear differently in the published product and no adjustment will be made for those differences.

16. In the event of any dispute, claim, or controversy arising out of or relating to this Agreement, the parties agree to first attempt in good faith to resolve such dispute through informal discussions. If the matter cannot be resolved within thirty (30) days, the parties agree that the dispute shall be submitted to mandatory, non-binding mediation before a mutually agreed-upon mediator in Williamson County, Texas, prior to either party initiating any court action or proceeding. The costs of mediation shall be shared equally between the parties, unless otherwise agreed in writing. Each party shall bear its own attorney's fees and costs incurred in connection with the mediation. Participation in mediation is a condition precedent to the filing of any lawsuit. If either party files a lawsuit without first engaging in mediation as required herein,

that party agrees to reimburse the other for any costs and reasonable attorneys' fees incurred in seeking dismissal or stay of such action until mediation has been completed.

17. Community Impact reserves the right at its absolute discretion, and at any time, to cancel any advertising order or reject any advertising copy, Page 4 of 4 Contract for Order# 96299 generated 3:36 pm, December 31, 2025 whether or not the same has already been acknowledged and/or previously published. Community Impact may also require the Client to mark an ad as Advertising, Sponsored Content or "Paid By" to avoid confusion with editorial content.

18. Community Impact reserves the right to hold the Client jointly and severally liable for such monies as are due and payable. Delinquent accounts are subject to collection actions and Client assumes responsibility for collection and attorney fees. The individual signing below represents and warrants that they are authorized to bind the Client. If the Client is not a valid business entity or fails to pay, the signer agrees to be personally liable for all obligations under this Agreement.

19. In consideration of Community Impact publishing and running your ads, you agree to indemnify Community Impact from and against any losses and expenses (including attorney's fees) relating to such ads, including those arising from third-party claims or suits for infringement, violation of privacy or publicity rights, or from any and all claims or regulatory breaches.

20. Community Impact will not be liable to you or any third party for any loss of use, revenue or profit, or for any consequential, incidental, indirect, exemplary, special or punitive damages whether related to contract breach, tort, or otherwise. Regardless of whether such damage was foreseeable and whether Community Impact advised of possibility of such damage, Community Impact's aggregate liability related to this agreement, whether related to contract breach, tort, or otherwise, shall not exceed 2 times the total of amounts paid to Community Impact under this agreement in the 12-month period preceding the event giving rise to the claim.

21. This Agreement shall be governed by the laws of the State of Texas. Any disputes shall be resolved exclusively in the state or federal courts located in Williamson County, Texas. Client consents to personal jurisdiction and venue in such courts.

22. This agreement does not create an exclusive arrangement between the Client and Community Impact. You may advertise elsewhere and Community Impact may provide ad space and services to all others, including your competitors.

23. Community Impact does not warrant the number of responses to your ads, the number of persons who will view your ads, or any other business benefit.

24. Community Impact may use any ad or storytelling from this contract to promote Community Impact products and services.