

**FIRST AMENDMENT TO PROFESSIONAL SERVICES
AGREEMENT FOR COMMUNITY OUTREACH AND
MARKETING SERVICES**

FOR VALUE RECEIVED, the receipt and sufficiency of which is acknowledged, this First Amendment to the Professional Services Agreement Community Outreach and Marketing Services (hereinafter referred to as "First Amendment") is entered into by and between the City of San Antonio, a Texas Municipal Corporation, (hereinafter referred to as "City") acting by and City Manager or his designee, and Creative Noggin, LLC, an entity registered in the State of Texas (hereinafter referred to as "Contractor"), acting by and through its principal, both of which may be referred to as the "Party" or collectively as the "Parties".

RECITALS

WHEREAS, the Parties entered into that certain Professional Services Agreement for Community Outreach and Marketing Services (hereinafter referred to as "Agreement"), dated April 14, 2022, to support the SA: Ready to Work Program with its marketing needs; and

WHEREAS, the Parties now wish to amend the terms and conditions of the Agreement to increase the compensation amount under the Agreement to allow for additional media purchases and commission/service fees.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in the Agreement, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. For the duration of the Agreement, Section 2.2 of the Agreement shall be read as follows:

2.2 It is expressly understood and agreed by Consultant that City is providing funding under this Agreement from current revenues available to City, specifically through a 1/8th cent sales tax collected in accordance with the voter-approved sales tax initiative for workforce training and tuition reimbursement. If funding for this Program continues to be available, City shall have the option, in its sole discretion, to renew for an additional three (3), one (1) year periods without the necessity of City Council approval. However, City may terminate a contract at any time if funds are restricted, withdrawn, not approved or service is unsatisfactory. A cumulative total not to exceed TWO MILLION DOLLARS AND NO CENTS (\$2,000,000.00) has been contemplated and approved by City Council for this Agreement and any subsequent renewal(s), contingent upon the continued availability of sales tax funding and subject to City's discretion in exercising any such renewal as provided by this Section 2.2.

2. For the duration of the Agreement, Section 4.1 of the Agreement shall be read as follows:

4.1 In consideration of the Contractor's performance in a satisfactory and efficient manner, as determined solely by the Director, of all services and activities set forth in this Agreement, the City agrees to pay the Contractor a total amount up to ONE MILLION, THREE HUNDRED

AND FIVE THOUSAND DOLLARS AND NO CENTS (\$1,305,000) for the initial 3-year contract term as follows:

- a. City agrees to pay Contractor at a rate of \$100 an hour (\$100/hour), provided that no more than half of the total contract amount is utilized for production and services, with the remaining majority amount (estimated at \$652,500) to be utilized for paid media.
 - b. City shall have the right to increase or to decrease scope and related payments on an annual basis, based on Contractor capacity and Contractor performance, so long as the total amount does not exceed the amount set forth in Section 4.1.
3. For the duration of the Agreement, Section 13.d. of Exhibit A – Scope of Services shall be read as follows:
- 13.d Purchase outdoor, digital, social media, television, radio, and print media on behalf of the City.
4. All other terms, conditions, covenants and provisions of the Agreement are hereby continued and shall remain in effect in their original form, except for the provisions expressly modified by this First Amendment.

This First Amendment has been fully executed as of the date of signature of the last party to sign. The Parties represent, warrant, assure and guarantee that they possess the legal authority to enter into this Agreement and to perform the responsibilities set out hereunder.

CITY OF SAN ANTONIO,
a Texas Municipal Corporation

CREATIVE NOGGIN, LLC

Erik Walsh
City Manager
Date: _____



Tracy Marlowe
CEO
Date: May 16, 2022

APPROVED AS TO FORM:

ASSISTANT CITY ATTORNEY