

**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 1/8<sup>th</sup> 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 However, City may terminate a contract at any time if funds are restricted, withdrawn, not approved or service is unsatisfactory.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

\_\_\_\_\_  
Erik Walsh  
City Manager  
Date: \_\_\_\_\_

**CREATIVE NOGGIN, LLC**

\_\_\_\_\_  
Tracy Marlow  
CEO  
Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
ASSISTANT CITY ATTORNEY

**EXHIBIT A**  
**Scope of Work - Creative Noggin**

1. Discovery
  - a. Conduct initial meetings with key program stakeholders to gather information, feedback on the proposal, timeline, strengths, weaknesses, threats, and opportunities to ensure we have all the facts moving forward.
  - b. Conduct interviews prior to starting the marketing campaign development to get a better feel for the mindset of your audience.
2. Project Management
  - a. Serve as an extension of the SA Ready to Work team.
  - b. Help to guide strategy on projects, give a subjective viewpoint of marketing needs, coordinate all aspects of creative and production and provide a marketing sounding board
  - c. Collaborate towards the greater good of the cause.
  - d. Manage projects using Basecamp project management system.
  - e. Establish regular cadence of communication depending upon prescribed needs.
  - f. Keep partners and stakeholders abreast of progress through shared reporting.
  - g. Shift funding dollars from one year to another, when and if needed, to help support efforts that might require more agency time or media dollars one year versus another.
  - h. Stretch budget dollars and devise ways to creatively enhance impact for the least amount of spend.
3. Integrated Community Outreach Campaign
  - a. Focus on innovative solutions to reach program-eligible residents, local employers, and the general San Antonio community.
  - b. Use learnings from client discovery to build out the overall strategic plan and media plan.
  - c. Communicate the real benefits of this program for participants as well as communicate the long-term impact for our city to the community, all the while, winning the hearts of all target markets.
  - d. Champion “what’s in it for them.” I.e., how does this program benefit the target audiences, short and long-term?
4. Public & Media Relations
  - a. Develop comprehensive communications plan.
  - b. Develop strategy with key messages, elevator speech, fact sheet, leadership bios, media lists, tactics, possible awards and recognitions, story calendars, crisis communications plan, and reporting cadence.
  - c. Identify key spokespersons and management of social channels to build personal brands as thought leaders.
5. Social Media Strategy & Management
  - a. Outline the ideal social media plan to reach all target audiences (to include secondary audiences such as employers, media/reporters, and the community).
  - b. Identify key channels for each market, core messaging, post cadence, balance of organic versus paid, overall communications strategy per channel and key measurements of success.
  - c. Leverage organic social media as strong owned channels for reaching and nurturing program participants as they engage with the program through completion and placement into well-paid careers.
6. Digital Strategy & Funnel Creation

**EXHIBIT A**  
**Scope of Work - Creative Noggin**

- a. Develop strategy to create persuasive funnels to drive awareness and interest in the program with target audience.
  - b. This strategy will include search (paid and organic), display (initially thinking behavioral and geographic targeting paired with retargeting), video (thinking YouTube, pre-roll with a search tie-in), and email strategy (building a database of prospective students and nurturing those prospects into conversions).
  - c. Develop and promote strategic hashtags.
  - d. Establish metrics to be measured against regularly.
7. Website Design & Development
- a. Work with staff and the CoSA IT department to develop online web presence.
  - b. Work with staff to possibly develop a microsite or long-content landing page to address shorter-term marketing needs while a more fully fledged site to serve all program needs long-term is created.
  - c. Provide design support for a digital, user-friendly training catalog.
8. Visual Storytelling
- a. Establish a plan for creating a library of original photography and videos to support your marketing efforts.
  - b. Include regular photo shoots with real program partners and participants.
  - c. Building out YouTube channel with videos that help tell the story and impact of the program from the perspective of those whose lives are being changed.
  - d. Produce nine to twelve (9-12) marketing videos per year, to include:
    - i. Human interest stories/testimonials;
    - ii. Program overview;
    - iii. Impact video;
    - iv. Video of local influencer describing their own career path;
    - v. Challenge stories urging San Antonio residents to take charge of their future though enrollment in this program; or
    - vi. Other videos as determined by annual strategy.
9. Collateral
- a. Develop and/or update at least four (4) program collateral pieces per year
    - i. 2 high-level overview brochures
    - ii. 1 poster
    - iii. 1 door hanger
10. Creative & Effective Grassroots Strategy
- a. Connect with community-based organizations and advocacy groups.
  - b. Relate to underserved markets.
  - c. Help San Antonians see themselves in a new light — as human beings with a strong desire to contribute.
  - d. Center strategy around real people with real content.
  - e. Host press conference with a creative visual element to kick off the program.
  - f. Pitch a local reporter to follow select program participants through the program to tell their story throughout their journey all the way through to being hired, working and the impact on their family and the company who hired them.

**EXHIBIT A**  
**Scope of Work - Creative Noggin**

- g. Leverage temporary signage and banners at strategic City locations, including buildings, parks, and other locations we collaboratively identify.
    - i. Signage would include campaign headline, program logo, QR code and phone number.
  - h. Utilize VIA transit advertising during the heavy-up period when the program first launches.
  - i. Stage an event that would gather program partners and allow prospects to meet with different program specialists, explore career options and learn more about the program.
    - i. Explore low-cost methods of putting such an event together (free venues, using media outreach to promote the event with earned media, finding volunteers to help support and work the event , etc.).
- 11. Engage the Target Population
  - a. Motivate target population to enroll in and complete program:
    - i. 40,000 applicants;
    - ii. 28,000 eligible participants enrolled in training
  - b. Focus not on enrollment in the program as a conversion and goal but, instead, on a large proportion of candidates achieving completion of the program with successful career placement and outcomes.
    - i. Help participants to self-select so applicants are truly bought-in to the aspirational nature of the program.
    - ii. Help participants truly believe that their future could be dramatically impacted through personal and professional development.
- 12. Brand
  - a. Develop a compelling brand that focuses on the hopeful nature of the program and positive outcomes for underserved populations within San Antonio.
  - b. Focus not only on marketing and driving traffic to website but on building an evocative brand that will communicate cohesive aspirational messaging throughout all channels to help drive interest and applications, as well as engaged participants who believe in the program and their own potential.
  - c. Brainstorm a campaign that will get the attention of San Antonians.
  - d. Develop logo, tagline, color palette, typography, photography style, iconography style, graphic elements, copy voice, key messages, Power Point template, email signature and brand style guide.
  - e. Present at least three different creative options to select from.
- 13. Mixed-media Planning & Buying
  - a. Develop media-specific objectives and strategies derived from overall communication goals.
  - b. Develop media planning tools to guide selection of media mix and outlets so that it optimizes delivery across platforms, to include reach, impressions, and frequency metrics.
  - c. Negotiate competitive rates and added-value.
  - d. Purchase outdoor, digital, social media, television, radio, and print media on behalf of the City.
- 14. SA: Ready to Work Advisory Board

**EXHIBIT A**  
**Scope of Work - Creative Noggin**

- a. Present marketing outreach efforts and performance outcomes monthly to the SA: Ready to Work Advisory Board
- b. Participate in scheduled SA: Ready to Work Advisory Board Community Outreach Subcommittee meetings

15. Performance Evaluation

- a. Identify key performance metrics, reporting templates and dashboards.
- b. Include objectives with goals/scorecard against which team will measure regularly, for example:
  - i. Earned media—what stories were garnered, were they positive or negative (monthly)
  - ii. Total digital impressions—how many impressions did your digital campaigns get (monthly)
  - iii. Digital engagement—how many people acted on your organic and paid digital efforts and visited your website/landing pages (monthly)
  - iv. Conversions/leads—how many people acted on your website to apply or solicit more information on the program (monthly)
  - v. Total number of media impressions—number of impressions across all media (quarterly/annually)

## EXHIBIT B – SCORECARD

Performance Measure	April 2022– March 2023
1. Develop cohesive SA: Ready to Work brand: logo, tagline, color palette, typography, photography style, iconography style, graphic elements, copy voice, key messages, Power Point template, email signature and brand style guide	
2. Develop and implement strategic media plan	
a. Community Outreach	
b. Public and Media Relations	
c. Social Media/Digital Strategy and Management	
d. Media Planning and Buying	
e. Media Performance Evaluation	
3. Develop SA: Ready to Work website	
4. Create and build out a YouTube channel with videos that help tell the story and impact of the program	
5. Create a library of digital program photos and videos	
6. Produce 9 to 12 marketing videos annually	
7. Develop at least 4 program collateral pieces per year (2 high-level overview brochures, 1 poster, 1 door hanger)	
8. Plan, strategize and support with execution grassroots community outreach events	
a. Kickoff event to commemorate start of enrollment	
b. “Open House” event to allow prospects to meet with different program specialists, explore career options and learn more about the program.	
9. Report quarterly on marketing and outreach progress to SA: Ready to Work Advisory Board	
10. Participate in regularly scheduled Advisory Board Community Outreach Subcommittee meetings	

**EXHIBIT B – SCORECARD**

<b>Performance Measure</b>	<b>April 2023 – March 2024</b>
1. Continue to develop cohesive SA: Ready to Work brand: logo, tagline, color palette, typography, photography style, iconography style, graphic elements, copy voice, key messages, Power Point template, email signature and brand style guide	
2. Continue to implement strategic media plan	
a. Community Outreach	
b. Public and Media Relations	
c. Social Media/Digital Strategy and Management	
d. Media Planning and Buying	
e. Media Performance Evaluation	
3. Continue to provide creative input for SA: Ready to Work website	
4. Maintain a YouTube channel with videos that help tell the story and impact of the program	
5. Maintain a library of digital program photos and videos	
6. Produce 9 to 12 marketing videos annually	
7. Develop at least 4 program collateral pieces per year (2 high-level overview brochures, 1 poster, 1 door hanger)	
8. Plan, strategize and support grassroots community outreach events	
9. Report quarterly on marketing and outreach progress to SA: Ready to Work Advisory Board	
10. Participate in regularly scheduled Advisory Board Community Outreach Subcommittee meetings	



**EXHIBIT B – SCORECARD**

<b>Performance Measure</b>	<b>April 2024 – March 2025</b>
1. Continue to develop cohesive SA: Ready to Work brand: logo, tagline, color palette, typography, photography style, iconography style, graphic elements, copy voice, key messages, Power Point template, email signature and brand style guide	
2. Continue to implement strategic media plan	
a. Community Outreach	
b. Public and Media Relations	
c. Social Media/Digital Strategy and Management	
d. Media Planning and Buying	
e. Media Performance Evaluation	
3. Continue to provide creative input for SA: Ready to Work website	
4. Maintain a YouTube channel with videos that help tell the story and impact of the program	
5. Maintain a library of digital program photos and videos	
6. Produce 9 to 12 marketing videos annually	
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