

AN ORDINANCE 2018-06-07-0414

**AUTHORIZING A CONTRACT AMENDMENT WITH aMAEzing LLC IN AN AMOUNT UP TO \$12,000.00 FOR SPECIALIZED TARGETED ADVERTISING CAMPAIGNS, INCREASING THE TOTAL COMPENSATION FROM \$150,000.00 TO \$162,000.00 FOR THE 2018 FISCAL YEAR TERM AND AUTHORIZING ACS DIRECTOR TO AMEND THE AGREEMENT AND INCREASE FUTURE COMPENSATION IN A TOTAL AMOUNT NOT TO EXCEED \$25,000.00**

\* \* \* \* \*

**WHEREAS**, on February 9, 2017, City Council authorized a contract with aMAEzing, LLC (“Consultant”) to provide ACS marketing and advertising services in the amount of up to \$150,000.00 per fiscal year for a term of February 1, 2017 through September 30, 2019 with the option to renew two one-year terms; and

**WHEREAS**, the estimated total amount of funds for the three-year contract is \$420,000.00; and

**WHEREAS**, the Fiscal Year 2017 bilingual advertising and marketing campaign for ACS used a combination of traditional and non-traditional advertising formats, including radio, print, billboards, bus shelters, and digital/mobile advertisements and focused on State and local animal-related laws; and

**WHEREAS**, in Fiscal Year 2018 ACS concentrated its advertising efforts on the revisions to Chapter 5 of the City Code as adopted in October 2017; and

**WHEREAS**, for the remainder of Fiscal Year 2018, ACS’s advertising and marketing campaigns will continue to focus on the revisions to Chapter 5 of the City Code, in addition to the promoting responsible pet ownership, including the important of spaying /neutering pets; and

**WHEREAS**, ACS recently received several donations to fund a pet adoption event and increase community awareness on animal shelter pet adoptions across the city; and

**WHEREAS**, in accordance with Article XVI Amendments of the current ACS agreement with Consultant, ACS desires to amend the agreement to: 1) expand the scope of services of the agreement to include bilingual - English and Spanish language specialized targeted campaigns that promote pet adoptions from local animal shelters; 2) increase the total compensation to Consultant for fiscal year 2018; and, 3) authorize ACS Director to amend the agreement with Consultant and increase future compensation; **NOW THEREFORE:**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:**

**SECTION 1.** The City Manager or her designee or the Director of the Animal Care Services Department or his designee is hereby authorized to execute a contract amendment to the Professional Services Agreement for marketing services between ACS and aMAEzing, LLC to: (1) expand the scope of services by including specialized targeted campaigns; (2) increase the total compensation from \$150,000.00 to \$162,000.00 for the 2018 fiscal year term; and, (3) authorize ACS Director to amend the Agreement and increase future compensation in an amount not to exceed \$25,000.00. A copy of the amendment, in substantially final form, is attached hereto and incorporated herein for all purposes as **Attachment I**.

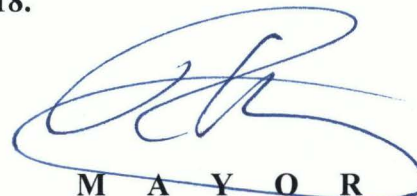
**SECTION 2.** Funding for this Ordinance in the amount of \$12,000.00 is available in Fund 29837000, Internal Order 837000000001, General Ledger 5203040 as part of the Fiscal Year 2018 Budget.

**SECTION 3.** Payment not to exceed the budgeted amount is authorized to aMAEzing, LLC and should be encumbered with a purchase order.

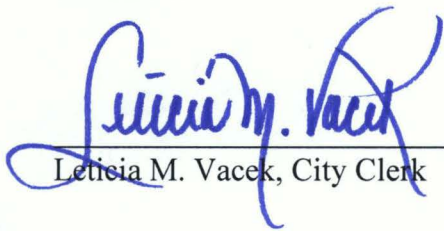
**SECTION 4.** The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

**SECTION 5.** This Ordinance is effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.


**PASSED and APPROVED this 7<sup>th</sup> day of June, 2018.**

  
**M A Y O R**  
Ron Nirenberg

**ATTEST:**

  
Leticia M. Vacek, City Clerk

**APPROVED AS TO FORM:**

  
Andrew Segovia, City Attorney

<b>Agenda Item:</b>	<b>14 ( in consent vote: 5, 6, 7, 8, 9, 11, 12, 13, 14, 15, 16 )</b>						
<b>Date:</b>	06/07/2018						
<b>Time:</b>	09:15:49 AM						
<b>Vote Type:</b>	Motion to Approve						
<b>Description:</b>	Ordinance amending the contract with aMAEzing LLC in an amount up to \$12,000.00 for specialized targeted pet adoptions advertising campaigns, increasing the total compensation from \$150,000.00 to \$162,000.00 for the 2018 fiscal year term and authorizing the ACS Director increases in compensation in an annual amount not to exceed an additional \$25,000.00. [María Villagómez, Assistant City Manager; Heber Lefgren, Director, Animal Care Services]						
<b>Result:</b>	Passed						
<b>Voter</b>	<b>Group</b>	<b>Not Present</b>	<b>Yea</b>	<b>Nay</b>	<b>Abstain</b>	<b>Motion</b>	<b>Second</b>
Ron Nirenberg	Mayor		x				
Roberto C. Treviño	District 1		x			x	
William Cruz Shaw	District 2	x					
Rebecca Viagran	District 3		x				x
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Greg Brockhouse	District 6		x				
Ana E. Sandoval	District 7		x				
Manny Pelaez	District 8		x				
John Courage	District 9		x				
Clayton H. Perry	District 10		x				

AL  
06/07/18  
Item No. 14

## **Attachment I**

**AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT  
FOR MARKETING SERVICES**

This Amendment is entered into by and between the City of San Antonio, a Texas Municipal Corporation (“City”) acting by and through its City Manager or designee, and aMAEzing, LLC by and through Mae Escobar, its Owner/CEO (“Consultant”), collectively referred as the “Parties.”

**WHEREAS**, the City and Consultant entered into a Professional Services Agreement (Agreement) as authorized by Ordinance 2017-02-09-0074 for Consultant to provide marketing and advertising services to the City’s Animal Care Services Department (ACS) in the amount of up to \$150,000.00 per fiscal year for a term beginning February 1, 2017 through September 30, 2019 with a total value of \$420,000.00 and with the option to renew two one-year terms.

**WHEREAS**, pursuant to the amendment provisions of Article XVI of the Agreement, the Parties desire to amend this Agreement to: (1) expand the scope of services by including specialized targeted campaigns; (2) increase the total compensation from \$150,000.00 to \$162,000.00 for the 2018 fiscal year term; and, to (3) authorize ACS Director to amend the Agreement and increase future compensation in an amount not to exceed \$25,000.00; **NOW THEREFORE**,

In consideration of the terms covenant, agreements, and demises herein contained and for other goods and valuable consideration, each to the other given, the receipt and sufficiency of which is hereby mutually **acknowledged**, City and Consultant agree to amend the Agreement as follows:

1. Article III. Scope of Services Section 3.1 of the Agreement is amended as follows:

3.1 General Description of Services. Consultant shall assist the City and collaborate with ACS to engage the community on impactful outreach awareness that encourages responsible pet ownership and the humane treatment of animals by providing full-service advertising and marketing services in both the English and Spanish language with accuracy, attention to syntax, grammar, detail, cultural sensitivity and to the satisfaction of the City. These services include but are not limited to providing bilingual - English and Spanish language specialized targeted campaigns regarding pet adoptions, pet ownership education, and spay/neuter programs. Specific duties and responsibilities under the Agreement shall include services pertaining to the Department's marketing campaign related to Department specific awareness topics:

3.1.1 With the cooperation, advice and written consent of the Department, Consultant shall perform and/or manage the performance of all of the following:

- a. Requested strategic planning
- b. Project management/account management
- c. Marketing across all channels (including but not limited to print, television, radio, digital, online, social media) as determined by ACS
- d. Creative concepts and production
- e. Media planning
- f. Media buying and evaluation
- g. All related accounting and reporting requirements.

2. Article IV. Compensation to Consultant Section 4.1 of the Agreement is amended as follows:

4.1 In consideration of Consultant's performance in a satisfactory and efficient manner, as determined solely by the Director of all services and activities set forth in this Agreement, City agrees to pay Consultant an amount not to exceed \$432,000.00 as total compensation, to be paid to Consultant during the term of this Agreement as follows:

4.1.1 Without the prior written approval of the City, Consultant shall invoice City only up to the following amounts throughout the term of this Agreement: \$120,000.00 during Fiscal Year 2017, \$162,000.00 during Fiscal Year 2018 and \$150,000.00 during Fiscal Year 2019. Should the Parties renew this Agreement, the minimum compensation during each one year renewal period shall be \$150,000.00.

a. At the reasonable discretion of the Director's, additional funding may be utilized by ACS and paid to Consultant for additional specialized targeted campaigns, including but not limited to special adoption events and responsible pet ownership education.

4.1.2 City shall pay Consultant a prepayment of \$15,000.00 within 30 days of the execution of this Agreement for services under this Agreement. Consultant shall submit monthly invoices as set out in Section 4.2 requesting reimbursement. Each month City shall provide a prepayment of up to \$15,000.00 for services to be provided by Consultant until the total amount of the current fiscal year compensation is paid to Consultant. In the event this Agreement is terminated by City, Consultant shall immediately return all prepaid unearned funds to City when Consultant receives a notice of termination.

3. Article XVI. Amendments is amended as follows:

Except where the terms of this Agreement expressly provide otherwise, any alteration, addition, or deletion to the terms hereof, shall be effected by amendment, in writing, executed by both City and Consultant. Director shall have authority to execute amendments and increase compensation in an amount not to exceed \$25,000.00 on behalf of the City without further action by the San Antonio City Council, subject to and contingent upon appropriation of funds for any increase in expenditures by City.

4. Article XXVI. Prohibition of Contracts with Israel is added to the Agreement pursuant to legislative requirements and reads as follows:

26.1 Texas Government Code §2270.002 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

26.2 "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

26.3 "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

26.4 By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it does not boycott Israel, and will not boycott Israel during the term of the contract. City's hereby relies on Company's verification. If found to be false the City may terminate this Agreement for material breach.

**EXECUTED** and **AGREED** to as of the dates indicated below.

**CITY OF SAN ANTONIO**  
a Texas Municipal Corporation

**CONSULTANT**  
aMAEzing, LLC

\_\_\_\_\_  
Heber Lefgren  
ACS Director

\_\_\_\_\_  
Mae Escobar  
Owner/CEO

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Andrew Segovia  
City Attorney