

**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.

Specific duties and responsibilities under the Agreement shall include services pertaining to the Department's marketing campaign related to Department specific awareness topics:

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 the 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 statutory requirements regarding 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, City may terminate the contract 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: 5/22/18

APPROVED AS TO FORM:

City Attorney