

**AMENDMENT  
TO CONTRACT  
FOR ADVERTISING, MARKETING AND PUBLIC RELATIONS**

This Amendment No. 2 to the Contract for Advertising, Marketing, and Public Relations is entered into by and between the City of San Antonio, a Texas home-rule municipality (hereinafter "City"), and BQR Advertising and Public Relations, Inc. (hereinafter "Agency"), pursuant to Ordinance No.

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**WITNESSETH:**

**WHEREAS**, on June 9, 2011 a Contract for Advertising, Marketing, and Public Relations was entered into by the City and Agency as authorized by Ordinance No. 2011-06-09-0486, enacted on June 9, 2011 (such contract and all amendments are herein called the "Contract"); and

**WHEREAS**, the Contract had a twenty-seven (27) months term with an option to extend the agreement for one additional year, which option the City has exercised extending the term through September 30, 2014; and

**WHEREAS**, City and Agency desire to add \$963,000.00 in additional funds to the Contract for services to be performed during the extended term of the agreement; and

**NOW THEREFORE**, in consideration of the terms, covenants, agreements and demises herein contained, and in consideration of other good and valuable consideration, each to the other given, the sufficiency and receipt of which are hereby acknowledged, the Contract is amended as follows:

1. Nine hundred sixty-three thousand dollars (\$963,000.00) in additional funding is hereby added to the Contract value.
2. Section 3.7 is hereby deleted in its entirety and replaced with the following:

"3.7 Any and all work performed pursuant to this Contract shall be pursuant to a Task Order developed in accordance with the process outlined below and signed by both parties:

- a. When City desires Agency services, City shall notify Consultant by issuing a request for proposal. Each request for proposal shall include, at a minimum: the name of

project, a proposed budget for the project, any deadlines for performance, and a deadline for providing City with a proposal based on the above.

- b. Agency shall prepare and submit to City, within the timeline stated in request for proposal, a proposal for the requested services which will include, at minimum: a listing of the specific services to be provided and an estimate of cost. By submitting a proposal,
- c. Agency and City shall negotiate the proposal. Once Agency and City reach mutual agreement as to scope, scheduling and cost, City shall issue a Task Order to be executed by both parties evidencing the agreed to scope, schedule and costs.
- d. The Director or his/her designee has the authority to execute a Task on behalf of City.
- e. Agency shall not proceed with services until a Task Order has been executed and Agency receives a written notice to proceed by City. Any services provided or expenses incurred, prior to receiving a written notice to proceed from City, on a particular Task Order will be at Consultant's sole risk and expense and may not be reimbursable by City.
- f. Actual amounts billed shall not exceed the total amount set out in the executed Task Order.
- g. Each Task Order shall be incorporated herein for all purposes. Each Task Order shall be numbered sequentially, starting with number one (1).
- h. Agency shall not invoice for any work associated with the development of Proposal and the associated Task Order negotiation.
- i. In the event that a Task Order is executed by both parties prior to the expiration of the Contract and performance of the services extends past the expiration date of Contract, City has the option to terminate the Task Order or allow continued performance past the expiration date. If the City delivers to Agency a notice to stop work, Agency shall stop any work immediately upon receiving notice to stop work and shall invoice City for all services performed up to the date of said notice to stop work. If the City does not

terminate a Task Order which performance would extend past the expiration date of the Contract, Agency shall perform all services set out in the applicable Task Order and all terms of this Contract shall continue to apply to such services until all services have been completed and accepted by City. ”

Except as amended hereby, all other provisions of the Contract, as amended, are hereby retained in their entirety and remain unchanged.

**EXECUTED and AGREED** this \_\_\_\_ day of \_\_\_\_\_, 2013.

**CITY OF SAN ANTONIO**

**BQR ADVERTISING & PUBLIC  
RELATIONS, INC.**

By: \_\_\_\_\_  
Sheryl L. Sculley  
City Manager

By: \_\_\_\_\_  
Vicki Roy  
President

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney