

**FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
FOR
COMPREHENSIVE PLAN CONSULTING SERVICES PHASE II**

STATE OF TEXAS §

COUNTY OF BEXAR §

This amendment of the Professional Services Agreement for Comprehensive Plan Consulting Services Phase II is entered into by and between the City of San Antonio (“City”) and Moore Iacofano Goltsman, Inc. (MIG), (“Consultant”).

WHEREAS, City and Consultant entered into an agreement entitled “Professional Services Agreement for Comprehensive Plan Consulting Services Phase II” (“Original Contract”), under which the Parties set forth their agreement for Consultant to develop an updated Comprehensive Plan for the City of San Antonio while actively engaging the community in the creation of the vision for growth and development; and

WHEREAS, the Original Contract provided for a term beginning on the 9th day of October, 2014 and ending on the 31st day of December, 2015; and

WHEREAS, the Parties now wish to amend the Original Contract to expand the Scope of Services and update the compensation schedule as described herein;

NOW, IN ACCORDANCE THEREWITH, the Parties agree as follows:

I. AMENDMENTS

A. Article III, entitled “**Scope of Services**”, **Section 3.3.3** of the Original Contract is hereby amended by adding **Website Development Process** as follows:

Website Development Process: MIG will establish three websites using the Townsquare content management system (CMS) for the San Antonio Comprehensive Plan. The look and feel for these sites will be implemented across all plans, including transportation and sustainability. As part of the website development process, MIG will utilize an existing website template of the City’s choosing as a basis for design. MIG will then modify the template specifically for this project so all three websites will match brand guidelines. All websites will be mobile-friendly and accessible by desktop computer, tablet and smart phone users.

The website development process will be begin with a project initiation meeting, where the Parties will establish the requirements for the project, discuss the goals of

the website, establish roles and responsibilities and set project milestones. Based upon what is learned at the project initiation meeting MIG will create one set of wireframe diagrams for client review. Wireframes will show the structure and navigation of an interface before the specific details have been fully fleshed out. MIG will then produce high fidelity prototypes (HFP), which bring color, typography and graphics into the mix for the City to see how the final deliverable will look in the context of a browser.

After the design is approved by the City, MIG will integrate the design into the Townsquare CMS. MIG will create a Quality Assurance site prior to launch for the City's review. The City will be able to add content from an administrator's area. After the City's final content approval MIG will launch the websites.

Specific sub-tasks associated with the website development include:

- Project initiation meeting
- Development of wireframes / task flows / high fidelity prototypes
- Revise concepts based on review (1 round of review after the wireframe / HFP phases)
- Integrate design chosen into Townsquare software
- Launch websites

Deliverable: **Three** San Antonio Comprehensive Plan websites through a single interface

B. Article III, entitled "Scope of Services", of the Original Contract is hereby amended by adding Section 3.3.8, Brand Guidelines as follows:

3.3.8 Brand Guidelines

MIG will develop guidelines for the plan brand and other design elements to ensure consistent usage of the logo and any word marks, tag lines, color palette, fonts, and associated imagery. The criteria will establish a brand hierarchy for any potential sub-brands and co-branding (with partners). The guidelines will include the following elements:

- Articulate the positioning of the brand
- Describe the tone/personality of the brand
- Define the visual identity of the brand and identify key components (fonts, color palette to include black & white, positioning, etc.)
- Integrate the brand with any other logos or brands

Deliverable: Comprehensive Plan Brand Guidelines

C. **Article III**, entitled “**Scope of Services**”, of the Original Contract is hereby amended by adding **Section 3.3.9, Design Templates** as follows:

3.3.9 Design Templates

MIG will incorporate the logo and brand elements into a series of templates for use by City staff and other consultants involved in the three planning efforts for the Comprehensive Plan, Sustainability Plan, and Transportation Plan. The templates will allow users to customize content while retaining a consistent look and feel across all materials.

MIG will deliver three versions of each plan template (the Comprehensive Plan, the Sustainability Plan and the Transportation Plan) and will provide the final chosen template in color and black & white versions. MIG will provide an initial round of training and design review for each template to ensure its proper application.

Deliverables:

- Letterhead template (Microsoft Word)
- Presentation template (Microsoft PowerPoint)
- Project Fact Sheet template (Adobe InDesign)
- Project Flyer template (Adobe Fact Sheet)
- E-blast template

D. **Article IV**, entitled “**Compensation to Consultant**”, **Section 4.1** of the Original Contract is hereby amended to read as follows:

4.1 In consideration of Consultant’s performance in a satisfactory and efficient manner, as determined solely by Director, of all services and activities set forth in this Agreement, City agrees to pay Consultant an amount not to exceed \$287,120 dollars as total compensation. The amount of the Original Contract is amended from \$250,000 to \$287,120 to include \$37,120 compensation for the amended Scope of Services herein.

II. PROVISIONS REMAIN IN EFFECT

All other terms, conditions, covenants and provisions of the Original Contract, not specifically mentioned herein and revised by this document, are hereby retained in their entirety, unchanged, and shall remain in full force in effect for the duration of said Original Contract, and any renewals thereof.

III. ENTIRE AGREEMENT

This agreement, as amended, embodies the complete agreement of the parties hereto with regard to the subject matter contained herein, superseding all oral or written previous and contemporary agreements between the parties relating to matters herein.

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

CITY OF SAN ANTONIO

**CONSULTANT
Moore Iacofano Goltsman, Inc.**



(Signature)



(Signature)

Printed Name: JOHN M. DUGAN
Title: DIRECTOR, DPCD
Date: 2.10.15

Printed Name: ~~Susan Goltsman~~ Daniel Iacofano
Title: ~~President~~ CEO
Date: 2/6/15

Approved as to Form:



for Assistant City Attorney