

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT (Amendment) made and entered into as of this ____ day of _____ 2023, amends the Agreement entered into between the CITY OF FRESNO, a California municipal corporation (City), and TWO Q, INC. dba JP MARKETING, a California Corporation (Consultant).

RECITALS

WHEREAS, City and Consultant entered into an Agreement for Professional Public Information Services for the Department of Public Utilities (Agreement), dated January 22, 2022; and

WHEREAS, pursuant to the terms of the Agreement, the Purchasing Manager authorized two one-year extensions which expired on January 22, 2022, and January 23, 2023, respectively; and

WHEREAS, the Agreement authorizes the Purchasing Manager, upon expiration of the final one-year extension term, to grant an extension of no more than twelve months to allow for the uninterrupted performance for services under the agreement; and

WHEREAS, at the Department of Public Utilities' (DPU) request, the Purchasing Manager approved an interim contract extension, extending the term of the Agreement to October 22, 2023, for the purpose of providing continuity of services; and

WHEREAS, DPU requires continued services from Consultant, beyond the remaining allowable term of the interim extension, including support in completing tasks related to the Proposition 218 rate process; and

WHEREAS, all funding approved under the Agreement has been expended; and

WHEREAS, the City and Contractor would like to amend the agreement to extend the term and to increase the compensation allowed under the contract by \$808,698 to fund continuity of services under the contract extension.

AGREEMENT

NOW, THEREFORE, the parties agree that the Agreement be amended as follows:

1. The recitals set forth above are incorporated herein by reference and made part of this First Amendment.
2. The Term of the Agreement shall be extended to June 30, 2024.
3. Contactor shall perform the tasks identified in Exhibit A.
4. Contractor's compensation for the performance of the tasks identified in Exhibit A shall not exceed \$808,698, as reflected in Exhibit A.
5. In the event of any conflict between the body of this Amendment and any exhibit or attachment hereto, the terms and conditions of the body of this Amendment shall control and take precedence over the terms and conditions expressed within the exhibit or attachment. Further any terms or conditions contained within any exhibit or attachment hereto which purport to modify the allocation of risk between the parties, provided for the within the body of this Amendment, shall be null and void.

6. Except as otherwise provided herein, the Agreement entered into by City and Consultant, dated January 22, 2018, remains in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment at Fresno, California, the day and year first above written.

CITY OF FRESNO
a municipal corporation

By: _____
Brock D. Buche, Director
Department of Public Utilities

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

By: Jennifer Quintanilla 6/6/2023
71319AF32A27408
Jennifer M. Quintanilla Date
Senior Deputy City Attorney

ATTEST:
TODD STERMER, CMC
City Clerk

By: _____
Deputy Date
Clerk Attesting

Attachments:
Exhibit A – Scope of Work & Cost Proposal

TWO Q, INC. dba JP MARKETING,
a California Corporation

By: Jane Olvera 6/5/2023
FCF81C17030B4AC...
Name: Jane Olvera

Title: President
(If corporation or LLC, Board Chair, Pres.
Secretary or Vice Pres.)

By: Jenna Antonino 6/5/2023
7759353A9B474F4...
Name: Jenna Antonino

Title: CFO/ Secretary
(If corporation or LLC, CFO, Treasurer,
Secretary or Assistant Secretary)

Exhibit A



COST PROPOSAL

City of Fresno Department of Public Utilities

Scope of Work Commencing TBD rev 4

Overview

The current marketing contract between the Department of Public Utilities (DPU) and Two Q, Inc. dba JP Marketing (JP) concludes on January 31, 2023. This contract allows for an extension on a month-to-month basis for a specific and/or anticipated scope of work through June 30, 2024. Given that projects may be shifting between departments within the city, we are proposing the following scope of work that optimizes flexibility of and accessibility to the JP team for continuity and support when staff bandwidth is stretch or additional strategic support is desired.

Scope of Work

Proposition 218

Includes strategic planning, inter-department collaboration, and message development for a multi-media campaign with research concepting, copywriting, design, regulatory compliance review, and quality assurance management; also includes in-language versions, ADA version, and website and social graphics and media buying for public outreach in three languages.

Print & Production includes hard costs for print package to be totally outsourced that includes a multi-page notice, a protest card, and outside mailing envelope, inside return envelope and fold/stuff labor based on 240,000 customers (tenants and owners).

Paid outreach includes multi-media strategies to reach Fresno audiences in 4 languages (English, Spanish, Hmong & Punjabi). The following paid placements will be included in the strategy:

- English – radio PSAs, print & digital news, social media ads, connected TV ads (hulu, peacock, etc.)
- Spanish – radio PSAs, print & digital news, social media ads, Univision in content interviews, paid email distribution through CBO partners
- Hmong – radio PSAs and in content interviews, digital news, YouTube ads, paid email distribution through CBO partners
- Punjabi – radio PSAs and in content interviews, digital news, YouTube ads, paid email distribution through CBO partners

Labor:	\$39,500
Print & Production:	\$290,598*
Paid Outreach:	\$54,450

**This is a hard cost that is not marked up; this cost estimate assumes the cost of paper, printing, and postage will not further increase; note that postage is NOT included as it will be paid directly by DPU to USPS.*

Community Confidence (Water Quality) Report

Includes planning, copywriting, design, pre-press, and quality assurance management; also includes in-language versions, ADA version, and website and social graphics, print and radio PSAs in three languages for public outreach for this one-time campaign.

Labor: \$17,000
Printing: \$7,550
Paid Outreach: \$12,000

**This is a hard cost that is not marked up; this cost estimate assumes the cost of paper and printing will not further increase in 2023.*

Utility Inserts

Includes planning, copywriting, design, pre-press, and quality assurance management for two-sided, monthly inserts; also includes ADA version and website, and social static graphics for public outreach that occurs monthly for the ensuing 12-month period.

Labor: \$57,600
Printing: \$183,000*

**This is a hard cost that is not marked up; this cost estimate assumes the cost of paper and printing will not further increase in 2023.*

Large Campaign Strategic Direction & Creative Concepting

In the event there is a need or desire for collaboration based on our five years of experience with DPU and our bench of talent, JP is recommending a bucket of hours to be used at department discretion for strategic direction or creative concepting on larger campaigns such as the highly successful “Litterheads” anti-littering campaign. We recommend that we would provide labor hours only and allow the City communications department to execute the final concepts.

Labor: \$40,000

Grant Funded Campaign Support

This would include support for the grant funded campaigns, including but not limited to a Bottles & Cans campaign, a Smart Irrigation Controller program, and a Recycling Education and Outreach campaign. that is grant funded in which the media investment is paid through JP. We are anticipating one campaign in the Spring utilizing new creative.

Labor: \$36,000
Paid Outreach: \$50,000*

**This is estimated based on current knowledge, but is a paid media net hard cost that is not marked up*

Staff Extension Support

In the event additional support is needed on demand for concepting, copywriting, design, translations, ADA compliance versioning, JP is recommending a bucket of hours to be used at department discretion.

Labor: \$21,000

Budget Rollup

The total scope of work amounts to \$808,698, but of that, \$211,100 is labor hours, representing a ~65% reduction in our previous contract. All hard costs and paid outreach will be pass through to DPU with no agency mark up.

Scope of Work	Labor	Print & Mail Hardcosts	Paid Outreach
Proposition 218	\$39,500	\$290,598	\$54,450
Water Quality Report	\$17,000	\$7,550	\$12,000
Utility Inserts	\$57,600	\$183,000	n/a
Large Campaign Strategy & Creative	\$40,000		
Grant Funded Campaigns & Programs	\$36,000		\$50,000
Staff Extension Support	\$21,000		
Sub-Totals	\$211,100	\$481,148	\$116,450