

**FIRST AMENDMENT TO**  
**CONTRACT BY AND BETWEEN**  
**CITY OF MISSION, TEXAS AND**  
**DE SARO PUBLIC RELATIONS FIRM**

This **FIRST AMENDMENT to Contract by and between City of Mission, Texas and De Saro Public Relations Firm** (the “First Amendment”) is, now, entered between the City of Mission, Texas, a home-rule Texas municipal corporation (the “City”) and De Saro Public Relations Firm (the “Contractor”), and is effective as of the November \_\_\_\_, 2023.

**WHEREAS**, the City and Contractor entered into the Contract by and between City of Mission, Texas and De Saro Public Relations Firm on September 13, 2023 (the “Original Agreement”) for the Mayor’s State of the City Address, including but not limited to event coordination, event design, management services, sponsorship sales, and visual content, see **Exhibit A-1**, attached hereto and incorporated herein by reference; and

**WHEREAS**, under the Original Agreement the parties had contemplated that all Sponsorship Sales Deposits would have been submitted on or after October 18, 2023; and

**WHEREAS**, since execution of the Original Agreement, the parties have still been receiving Sponsorship Sales Deposits after October 18, 2023, and the City of Mission retains a remaining fund balance in the approximate amount of \$21,915.00; and

**WHEREAS**, the Contractor has asserted that she has not been paid the remaining balance requested for payment under the Original Agreement; specifically, \$21,000.00; and

**WHEREAS**, the City and Contractor desire to further amend the Original Agreement, to allow the Contractor to be paid the remaining balance of the \$21,000.00 previously requested from Sponsorship Sales Deposits received by the City of Mission after October 18, 2023; and

**WHEREAS**, the City and Contractor desire to amend the Original Agreement as is set forth in this First Amendment.

**NOW, THEREFORE**, for and in consideration of the premises and mutual agreements and covenants set forth herein, the City and Contractor agree as follows:

**AGREEMENTS AND COVENANTS**

1. The foregoing recitals are incorporated into this First Amendment by reference as findings of fact as if expressly set forth herein.

2. Amendments to the Original Agreement:

**A. Under Section 2 of the Original Agreement, City and Contractor agree to amend this clause to read as follows:**

**SECTION 2:**

**TERM OF CONTRACT**

The Term of this Contract shall commence upon the Effective Date provided herein and shall expire upon completion of the Scope of Services provided herein, but not later than October 19, 2023. Notwithstanding the foregoing, all outstanding Sponsorship Sales Deposits, as defined below, must still be promptly submitted to the City of Mission.

**B. Under Section 4 of the Original Agreement, City and Contractor agree to amend this clause to read as follows:**

**SECTION 4:**

**PAYMENT**

Payment hereunder by the City for services provided by Contractor shall only be made according to the following:

1. Contractor, as part of its obligations under the Contract, shall provide “Sponsorship Sales” services.
2. All monies received by Contractor from the Sponsorship Sales shall be promptly deposited with the City of Mission’s Finance Department ~~on or before October 18, 2023~~. These deposits shall be referred to as “Sponsorship Sales Deposits”.
3. All of Contractor’s requests for payment(s) of services rendered under this Contract shall *only* be paid from Sponsorship Sales Deposits, ~~as of the date of Contractor’s payment request~~. All of Contractor’s requests for payment(s) shall be submitted on or before October 18, 2023. Any requests by Contractor for payment submitted after that date shall not be eligible for payment from the City and shall be considered waived by the Contractor.
4. The Contractor agrees that the City will not be obligated to pay Contractor for any services rendered under this Contract from any city funds, other than Sponsorship Sale Deposits received by the City of Mission.
5. In all cases, Contractor agrees that the total compensation and consideration for its performance of the terms prescribed under this Contract shall not exceed \$62,000.00.
6. The Contractor agrees that upon the expiration of the Term of this Contract, ~~should the Sponsorship Sales Deposits be less than Contractor’s requested payment(s) for services rendered under this Contract~~, then Contractor thereby waives all such remaining balances owed to Contractor (not

otherwise covered by the remaining Sponsorship Sales Deposits) and the City shall not be obligated for any other payments to Contractor thereafter.

3. Representations and Warranties: The City and Contractor each represent and warrant to each other respectively that they have the requisite power and authority to enter into this Agreement; that all necessary and appropriate approvals, authorizations and other steps have been taken to effect the legality of this First Amendment; that signatories executing this First Amendment on behalf of such party has been duly authorized and empowered to execute this First Amendment on behalf of such party; and that this First Amendment is valid and shall be binding upon and enforceable against the Parties and their successors and assigns and shall inure to the benefit of the parties and their successors and assigns.

4. Ratification of Agreement: Except as specifically modified by this First Amendment, all the terms and conditions of the Original Agreement remain in full force and effect and are hereby ratified by the City and Contractor. Notwithstanding the foregoing, in the event there is any conflict between the terms and provisions of the Original Agreement and this First Amendment, the terms and provisions of this First Amendment shall control.

5. No Oral Modification: This First Amendment and the Original Agreement cannot be further modified in any manner other than by written modification executed by the City and Contractor.

6. Counterparts: This First Amendment may be executed in any number of counter parts, each of which shall be deemed an original. Electronic (email) copies of the signature pages to this First Amendment shall be deemed to be originals for all purposes of this First Amendment.

**EXECUTED, THIS FIRST AMENDMENT IS EFFECTIVE AS OF THE DATE SET FORTH ABOVE.**

**CONTRACTOR:**

DE SARO PUBLIC RELATIONS FIRM

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EDNA DE SARO, PRESIDENT

**CITY OF MISSION:**

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RANDY PEREZ, CITY MANAGER