

**FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT  
(THREE YEAR STRATEGIC COMMUNICATION AND MARKETING PLAN)**

This **FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT** (the “First Amendment”) is made and entered into by and between **NEW BRAUNFELS UTILITIES**, a Texas municipally owned utility (“NBU”), and **PUBLIC RELATIONS ADVERTISING COMPANY DBA VLADIMIR JONES**, a Colorado corporation authorized to transact business in the State of Texas (the “Professional”) (collectively, “the Parties”).

**RECITALS**

WHEREAS, NBU and the Professional entered into a Professional Services Agreement dated December 7, 2023 (the “Agreement”), for all labor, material, and equipment necessary to provide (i) a three-year strategic communication and marketing plan to be completed within 90 days after the effective date, and (ii) account management, public relations services, crisis communication, digital/media services, creative services, and strategic insight services to be provided on an hourly basis within one year after the effective date (the “Services”);

WHEREAS, the Agreement did not require Board approval because the cost for the Services totaled \$242,000 and did not exceed the \$250,000 threshold for Board approval required by the NBU Purchasing Policy;

WHEREAS, NBU and the Professional have identified a need to increase (i) the travel expenses included in the Agreement related to the three-year strategic communication and marketing plan and (ii) the not to exceed amount for the Services related to immediate and on-going services;

WHEREAS, the Agreement requires the Parties to agree in writing to amend the Agreement; and

WHEREAS, NBU and the Professional agree to amend the Agreement to increase (i) the travel expenses listed in Table 1, Exhibit B to \$22,000 related to the three-year strategic communication and marketing plan; and (ii) the not to exceed amount of compensation for the Services listed in Table 2, Exhibit B, to \$64,000 related to immediate and on-going services.

NOW THEREFORE, in consideration of the foregoing promises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**AGREEMENT**

Section 1. Amendment to Exhibit B. Exhibit B to the Agreement is hereby deleted in its entirety and replaced by Exhibit 1 to this First Amendment as of the effective date of this First Amendment.

Section 2. Remaining Terms. Except as stated herein, all other terms and conditions of the Agreement remain in full force and effect.

Section 3. Entire Agreement. This First Amendment, together with the Agreement, sets forth the entire understanding of NBU and the Professional and supersedes all prior agreements and understandings, whether written or oral, with respect to the subject matter hereof.

Section 4. Binding Effect. This First Amendment will extend to and be binding upon NBU and the Professional and their respective successors and permitted assigns.

Section 5. Severability. If any term or provision of this First Amendment is held to be invalid, illegal, or unenforceable in any respect under applicable law, the legality, validity or enforceability of the remaining terms or provisions of this First Amendment shall not be affected thereby, and this First Amendment shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Section 6. Governing Law. This First Amendment shall be governed by and construed in accordance with the laws of the State of Texas.

*(The remainder of this page is intentionally left blank.)*

**IN WITNESS WHEREOF**, the Parties hereto, upon lawful approval and authority, have executed this First Amendment on this the \_\_\_\_ day of \_\_\_\_\_, 2024.

**NBU:**

**NEW BRAUNFELS UTILITIES,**  
a Texas municipally owned utility

By: \_\_\_\_\_  
Name: Ryan Kelso  
Title: CEO

**THE PROFESSIONAL:**

**PUBLIC RELATIONS ADVERTISING COMPANY,**  
**DBA VLADIMIR JONES,**  
a Colorado corporation authorized to  
transact business in the State of Texas

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Exhibit 1**

**Exhibit B**

**Compensation**

**Table 1 – Preparation of Three-Year Strategic Communications and Marketing Plan**

NBU shall pay the Professional for the preparation of the Three-Year Strategic Communications and Marketing Plan and related Services described in Exhibit A, a total not to exceed amount of \$237,000.00.

<b>Rates for Services</b>	<b>Est Hours</b>	<b>Rates</b>
Three-Year Strategic Communications and Marketing Plan	970	\$185
OOP research costs for digital workbooks for stakeholder research and external message hierarchy study	N/A	N/A
Travel	N/A	N/A

<b>Cost Breakdown</b>	<b>Original Agreement Amount</b>	<b>First Amendment</b>	<b>Total Amount</b>
Three-Year Strategic Communications and Marketing Plan	\$180,000	\$0	\$180,000
OOP research costs for digital workbooks for stakeholder research and external message hierarchy study	\$35,000	\$0	\$35,000
Travel	\$2,000.00	\$20,000	\$22,000
<b>TOTAL</b>	<b>\$217,000.00</b>	<b>\$20,000</b>	<b>\$237,000</b>

**Table 2 - Rate Schedule for Immediate and Ongoing Services**

NBU shall pay the Professional for account management, public relations (“PR”) services and crisis communication, digital/media services, creative services and strategic insight services on an hourly basis at the following rates up to a total not to exceed amount of \$64,000.

<b>List of Immediate Ad Agency Support and or Ongoing Services</b>	<b>Hourly Rates</b>
Account Management	\$150
PR Services/Crisis Communication	\$150
Digital/Media Services	\$175
Creative Services	\$200

Strategic Insight Services	\$200

<b>Cost Breakdown</b>	<b>Original Agreement Amount</b>	<b>First Amendment</b>	<b>Total Amount</b>
Immediate Ad Agency Support and or Ongoing Services	\$25,000	\$39,000	\$64,000
<b>TOTAL</b>	<b>\$25,000.00</b>	<b>\$39,000</b>	<b>\$64,000</b>