

**AMENDMENT NO. 2 TO THE TO THE PROFESSIONAL CONSULTANT SERVICES AGREEMENT, A43790 FOR MARKETING SERVICES BETWEEN THE CITY OF PALM DESERT AND FG CREATIVE**

**1. Parties and Date.**

This Amendment No. 2 to the made and entered into as of this 28th day of March 2024, by and between the City of Palm Desert ("City") and FG CREATIVE, a Corporation, with its principal place of business at 19725 Driscoll Road, Desert Hot Springs, CA 92241 ("Vendor"). The City and Vendor are sometimes individually referred to herein as "Party" and collectively as "Parties."

**2. Recitals.**

2.1 Agreement. The City and FG Creative have entered into an agreement entitled "Professional Services Agreement for Marketing Services, No. A43790" dated July 1, 2022 ("Agreement" or "Contract") for the purpose of retaining the services of retaining the services of Consultant to provide Marketing Services for the Palm Desert Aquatic Center.

2.2 Amendment. The City and FG Creative entered into Amendment No.1 to extend the term for an additional year performance period of July 1, 2023, to June 30, 2024. The Parties have heretofore entered into Amendment No. 1 dated July 1, 2023

2.3 Amendment. The City and FG Creative desire to amend the Agreement to **update scope of services and increase compensation** during the period of July 1, 2023 through June 30, 2024.

2.5 Amendment Authority. This Amendment No. 2 is authorized pursuant to Section **3.6.14 Amendment; Modification** of the Agreement.

**3. Terms.**

3.1. Section Compensation. Section **3.3.1** of the Agreement is hereby amended in its entirety to read as follows:

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed Forty-Seven Thousand Seven Hundred Dollars and Zero Cents (\$47,700.00) without written approval of the City Council or City Manager, as applicable.

"Exhibit **A** and Exhibit **C** are hereby deleted in its entirety and replaced with Exhibit **A-I** and Exhibit **C-1** attached hereto and incorporated herein by reference."

3.3 Continuing Effect of Agreement. Except as amended by this Amendment No. 2, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 2. From and after the date of this Amendment No. 2, whenever the term “Agreement” or “Contract” appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 2.

3.4 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 2.

3.5 Severability. If any portion of this Amendment No. 2 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.6 Counterparts. This Amendment No. 2 may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

**[SIGNATURES ON FOLLOWING PAGE]**

**SIGNATURE PAGE FOR AMENDMENT NO. 2 TO THE PROFESSIONAL MARKETING SERVICES AGREEMENT BETWEEN THE CITY OF PALM DESERT AND FG CREATIVE**

IN WITNESS WHEREOF, the Parties have entered into this Amendment No. 2 to the Professional Marketing Services Agreement as of the day and year first above written.

**CITY OF PALM DESERT**

**FG CREATIVE, a Corporation**

By: \_\_\_\_\_  
L. Todd Hileman  
City Manager

By: \_\_\_\_\_  
Its: CEO

Printed Name: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
Anthony J. Mejia  
City Clerk

By: \_\_\_\_\_  
Its: CFO

Printed Name: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
Isra Shah  
Best Best & Krieger LLP  
City Attorney

QC: \_\_\_\_\_

Insurance: \_\_\_\_\_

Initial Review \_\_\_\_\_

Final Approval \_\_\_\_\_

**EXHIBIT "A-I"**  
**SCOPE OF SERVICES**

- Brand Development/Update
  - Develop and Approve Marketing Plan & Budget based on SWOT Exercise conducted with key stakeholders.
  - Facilitate Photo Shoot to Create New PDAC Advertising Assets.
  - Design all brand elements = New Website and all Graphic Design
  - Ship graphics and assets as needed.
  
- Earned Media
  - Meet with partners (COPD/CVB/Others) Develop Editorial Calendar.
  - Pitch story ideas/coordinate with media & staff.
  - Review social media efforts for synergy and shared success.
  
- Advertising
  - Research and Select Mediums.
  - Negotiate and secure contracts.
    - Outdoor
    - Online Digital
    - Radio
  
- Execute monthly efforts; Ship assets.
  
- Manage all aspects:
  - Placements
  - Billing
  - Budgets
  
- Course Correction
  - Prepare reports, review analytics, discuss changes and effect course corrections as needed.

**EXHIBIT "C-I"  
COMPENSATION**

Account Services	\$9,400
SWOT Analysis & Marketing Plan	\$2,500
Public Relations	\$4,000
Outdoor Billboards	\$10,500
Radio	\$10,500
Brand Development/ Graphics	\$3,450
Website	\$6,600
Radio Campaign Development	\$750
Annual Total	\$47,700