

**AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF PALM DESERT AND FG CREATIVE**

1. Parties and Date.

This Amendment No. 1 to the FG Creative Professional Services Agreement for Marketing Services No. A43790 is made and entered into as of this First day of July 2023 by and between the City of Palm Desert (“City”) and FG Creative, a Corporation organized under the laws of California, with its principal place of business at 19725 Driscoll Rd, Desert Hot Springs, CA 92241 (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties.”

2. Recitals.

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

2.2 Amendment. The City and Consultant desire to amend the Agreement to extend the term.

2.3 Amendment Authority. This Amendment No. 1 is authorized pursuant to Section 3.1.2 of the Agreement.

3. Terms.

3.1 Scope of Services and Term. Section 3.1.2 of the Agreement is hereby amended in its entirety to read as follows:

3.1.2 Term. The term of this Agreement shall be from July 01, 2023, to June 30, 2024, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than 1 additional one-year term based on budget approval. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines.

“Exhibit A is hereby deleted in its entirety and replaced with Exhibit A attached hereto and incorporated herein by reference.”

3.2 Continuing Effect of Agreement. Except as amended by this Amendment No. 1, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 1. From and after the date of this Amendment No. 1, whenever the term “Agreement” or “Contract” appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 1.

3.3 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. 1.

3.4 Severability. If any portion of this Amendment No. 1 is declared invalid, illegal, or

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otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5 Counterparts. This Amendment No. 1 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. 1 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. 1 to the Professional Marketing Services Agreement as of the day and year first above written.

CITY OF PALM DESERT

By: ^{DocuSigned by:}


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L. TODD HILEMAN
CITY MANAGER

FG CREATIVE

By: ^{DocuSigned by:}

291AE5C78ECP439...
STEPHANIE GREENE
CEO

ATTEST:

By: ^{DocuSigned by:}

8063A189723D437
ANTHONY J. MEJIA
CITY CLERK

APPROVED AS TO FORM:

By: ^{DocuSigned by:}

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BEST BEST & KRIEGER LLP
CITY ATTORNEY

QC: MN

Insurance:

^{DS}


Initial Review

^{DS}


Final Approval

**EXHIBIT "A"
COMPENSATION**

Account Services	\$7,200
Public Relations	\$4,000
Outdoor Billboards	\$10,500
Radio	\$10,500
Brand Development/Graphics	\$3,450
Website	\$3,600
Radio Campaign Development	\$750
Annual Total	\$40,000