

AMENDMENT NO. 3 TO THE PROFESSIONAL CONSULTANT SERVICES AGREEMENT, C43370 FOR MARKETING SERVICES BETWEEN THE CITY OF PALM DESERT AND FG CREATIVE

1. Parties and Date.

This Amendment No. 3 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 Consultant Services Agreement for Marketing Services" dated June 23, 2022 ("Agreement" or "Contract") for the purpose of retaining the services of FG Creative to provide Marketing Services.

2.2 Amendment. The City and FG Creative entered into that Amendment No. 1 to increase compensation during the period of July 1, 2022 through June 30, 2023. The Parties have heretofore entered into Amendment No. 1 dated May 11, 2023

2.3 Amendment. The City and FG Creative entered into Amendment 2. to establish compensation for the second year of the contract, July 1, 2023 through June 30, 2024. The Parties have heretofore entered into Amendment No. 2 dated August 24, 2023.

2.4 Amendment. The City and **FG Creative** desire to amend the Agreement to **increase compensation for second year of contract, July 1, 2023 through June 30, 2024.**

2.5 Amendment Authority. This Amendment No. 3 is authorized pursuant to Section 3.9(N) **Amendment; Modification** of the Agreement.

3. Terms.

3.1 Section 3.6.A Compensation. Section **3.6.A** of the Agreement is hereby amended in its entirety to read as follows:

"NOW, THEREFORE, the Parties agree to amend the Contract as follows:"

Section 3.6.A Compensation shall be amended to read: "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 Two Hundred Sixty-Five Thousand Dollars (\$265,000.00) without written approval of the City Council or City Manager, as applicable."

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

3.3 Continuing Effect of Agreement. Except as amended by this Amendment No. 3, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 3. From and after the date of this Amendment No. 3, whenever the term “Agreement” or “Contract” appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 3.

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. 3.

3.5 Severability. If any portion of this Amendment No. 3 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. 3 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. 3 TO THE PROFESSIONAL CONSULTANT SERVICES AGREEMENT FOR MARKETING SERVICES BETWEEN THE CITY OF PALM DESERT AND FG CREATIVE

IN WITNESS WHEREOF, the Parties have entered into this Amendment No. 3 to the Professional Consultant Services Agreement for Marketing Services 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

Attest:

Printed Name: _____

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