

CITY OF PALM DESERT

**AMENDMENT NO. 1 TO PROFESSIONAL CONSULTANT SERVICES AGREEMENT
TO MARKETING SERVICES CONTRACT No. C43370**

This **AMENDMENT** ("Amendment") to the FG Creative Professional Consultant Services Agreement for Marketing Services No. C43370 is made as of May 11, 2023 ("Effective Date") by and between the **CITY OF PALM DESERT**, a municipal corporation organized under the laws of the State of California, having a principal place of business at 73-510 Fred Waring Drive, Palm Desert, California, (the "Authority") and **FG Creative, Inc.**, a California Corporation with its principal place of business at 19725 Driscoll Road, Desert Hot Springs, CA 92241 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

RECITALS

- A. The City of Palm Desert is a municipal corporation organized under the laws of the State of California.
- B. The Consultant is engaged in the business of providing professional marketing consulting services to public clients and has represented to the City that the Contractor is experienced and competent in said business.
- C. The City and Consultant desire to enter into this Amendment to the Agreement.
- D. The Parties entered into that certain Professional Consultant Services Agreement for Marketing Services Contract No. C43370, by and between the City of Palm Desert and FG Creative, Inc., dated June 23, 2022 ("Contract"), which was effective on July 1, 2022.

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 Ninety Thousand Dollars (\$290,000.00) without written approval of the City Council or City Manager, as applicable."

All other terms of the Contract to remain unchanged and in full force and effect.

IN WITNESS THEREOF, the Parties have executed this Amendment on the date first above written.

CITY OF PALM DESERT

FG CREATIVE, INC.

By: ^{DocuSigned by:}
L. Todd Hileman
CE3F366233E0405
L. Todd Hileman
City Manager

By: ^{DocuSigned by:}
Stephanie Greene
291AE5C78ECP439...
Stephanie Greene
Principal

Attest:

^{DocuSigned by:}
Anthony J. Mejia
8063A189723D437
Anthony J. Mejia
City Clerk

Approved as to Form:

^{DocuSigned by:}
Isra Shale
3820DDF2EAC84B0...
Best, Best, & Krieger LLP
City Attorney

QC: MN

INSURANCE:

^{DS}
JB

INITIAL REVIEW

^{DS}
JB

FINAL REVIEW

7. EXHIBIT "C"

7.1 COMPENSATION

The CITY's budget for advertising and publicizing the EPPBID's facilities, services and events is established as part of the CITY's fiscal year budget for the period of July 1, 2022 - June 30, 2023, at \$290,000. The CITY reserves the right, at any time during the term or any extension thereof, to adjust the amount budgeted for advertising and promotion services. Prior to performing any services or furnishing any material contemplated by this Contract to be undertaken and furnished by FG CREATIVE, the CITY or its designee, after conferring with FG CREATIVE, shall authorize the services rendered and materials to be furnished, the agreed compensation to be paid for their services, the manner of payment (lump sum or periodic progress payments), the description and estimate of reimbursable expense, and such other matters as may be deemed proper. Subject to the limitations and provisions set forth in this section, the CITY shall compensate and reimburse FG CREATIVE as follows:

- The CITY will pay FG CREATIVE a flat fee of \$3,500 per month to cover advertising services in accordance with the proposal presented by FG CREATIVE as attached in the Addendum to the EPPBID and/or any marketing mutually agreed to by the parties hereto. The fee covers not less than 40 hours per month; such services include, but are not limited to, meetings, account planning and service, production management, media planning and buying, and clerical.
- FG CREATIVE will purchase media at the lowest rate available. All billings will be submitted at net costs for payment by the CITY. FG CREATIVE will not markup billings or receive commissions.
- FG CREATIVE shall bill the CITY monthly for the previous month's activities. Each invoice shall contain, in reasonable detail, the projects and services worked on and rendered with supporting documentation of reimbursable costs and expenses. Payment and reimbursements provided for in this in Section 4 will be made in due course by the City of Palm Desert.
- FG CREATIVE shall keep full and accurate books of account and records and other pertinent data in accordance with generally accepted accounting principles reflecting all transactions contemplated by this Contract.

7.2 RENEWAL

In the event that this Agreement is renewed pursuant to the Section titled "Term," the rates set forth above may be increased or reduced each year at the time of renewal, but any increase shall not exceed the Consumer Price Index, All Urban Consumers, Riverside-San Bernardino-Ontario, CA