

Contract No. C43390

**AMENDMENT NO. 3 TO CONTRACT NO. C43390 MARKETING SERVICES AGREEMENT
BETWEEN THE CITY OF PALM DESERT AND IDEA PEDDLER**

1. Parties and Date.

This Amendment No. **3** to the **Marketing Services Agreement** is made and entered into as of this **7th** day of **November, 2024**, by and between the City of Palm Desert ("City") and **Idea Peddler, a Limited Liability Company**, with its principal place of business at 106 E 6th St, Ste. 900-937, Austin, TX 78701 ("Consultant"). The City and Vendor are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. Recitals.

2.1 Agreement. The City and Consultant have entered into an agreement entitled "Marketing Services Agreement" dated June 23, 2022 ("Agreement" or "Contract") for the purpose of retaining the services of Consultant to provide marketing services.

2.2 Amendment No. 1. The City and Idea Peddler entered into Amendment No.1 to increase compensation and allow authorization of extra work under "Compensation". Parties have heretofore entered into Amendment No. 1 dated October 27, 2022.

2.3 Amendment No. 2. The City and Idea Peddler entered into Amendment No.2 to revise the Scope of Services and Compensation. Parties have heretofore entered into Amendment No. 2, dated July 13, 2023.

2.4 Amendment No. 3. The City and Consultant desire to amend the Agreement to revise the Schedule of Services, Exhibit B.

2.5 Amendment Authority. This Amendment No. **3** is authorized pursuant to **Section N** of the Agreement.

3. Terms.

3.1 Section 6. Exhibit B of the Agreement is hereby deleted in its entirety and replaced with Exhibit B-1 attached hereto and incorporated herein by reference. All references to Exhibit B in the original contract and any prior amendments shall now refer to Exhibit B-1.

3.2 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**.

3.3 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. **3**.

3.4 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.

Contract No. C43390

3.5 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]

Contract No. C43390

**SIGNATURE PAGE FOR AMENDMENT NO. 3 TO MARKETING SERVICES AGREEMENT
BETWEEN THE CITY OF PALM DESERT
AND IDEA PEDDLER**

IN WITNESS WHEREOF, the Parties have entered into this Amendment No. 3 to the
MARKETING SERVICES AGREEMENT as of the day and year first above written.

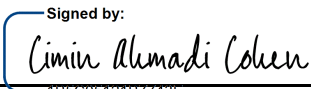
CITY OF PALM DESERT


By: 
CE3F366233F0405...
L. Todd Hileman
City Manager

Attest:

By: 
8063A189723D437...
Anthony J. Mejia
City Clerk

**IDEA PEDDLER, A LIMITED LIABILITY
COMPANY**

By: 
1B5C05121B7743E...
Cimin Ahmadi-Cohen
CEO

By: 
EC40016343EA4BF...
Ed Cohen
VP of Strategy


Approved as to form:

By: 
3820DDF2EAC84B0...
Isra Shah
Best Best & Krieger LLP
City Attorney

City Clerk QC: 
DS

Contract QC: 

Insurance: 

Review: 

Final Approval

EXHIBIT "B-1" SCHEDULE OF SERVICES

6.1 SCHEDULE OF SERVICES

1. STRATEGY & ACCOUNT MANAGEMENT (\$53,000)

Billed as a monthly retainer across 12 months

2. CREATIVE SERVICES & BRANDING (\$186,000)

- A. Ad Campaign Creative Refresh Milestones
 - a. Pre-Production - \$25,000
 - b. Photo Shoot Completion - \$40,000
 - c. Shoot Recap - \$35,000
- B. Pocket Guide Creative Refresh Milestones
 - a. Pre-Production - \$15,000
 - b. Content Capture Completion - \$25,000
 - c. Shoot Recap - \$25,000
- C. Ad Mechanicals Milestones and Deliverables
 - a. Calendar
 - i. Launch & Concept Approval - \$2,500
 - ii. Final Product - \$2,500
 - b. Pocket Guide Videos Batch 1 (minimum of 15 videos) - \$3,000
 - c. Pocket Guide Videos Batch 2 (minimum of 15 videos) - \$3,000
 - d. Pocket Guide Videos Batch 3 (minimum of 15 videos) - \$3,000
 - e. Non-video paid media ads (estimated 6 sizes) - \$5,000
 - f. Early-Season Ad (1 size) - \$1,000
 - g. Late-Season Ad (1 size) - \$1,000

3. MEDIA PLANNING & BUYING (\$578,000)

Media Management Services - \$52,545 – Billed as a monthly retainer across 12 months

Working Media Investment/Media Buy - \$525,455 – Pass-through expenditure

4. PUBLIC RELATIONS/SOCIAL MEDIA (\$73,000)

Public Relations billed as a monthly retainer across 12 months - \$44,000

Social billed as a monthly retainer across 12 months - \$29,000

EXHIBIT "B-1"

SCHEDULE OF SERVICES

6.2 Hourly Rates for Incremental/non-scoped work

A Chief Amount Director/ Senor Media -\$ 250

B Chief Strategist/ Consultant-\$ 250

C Art Director - \$250

D. Senior Graphic Designer - \$ 185

E. Junior Account Manager -\$ 125

F Copywnter-\$ 145

G. Freelance still Shorter -\$ 165

H. Ydeo Editor-\$ 165

I. Still Editor-\$ 145

J. Web Design/ Developer-\$ 115

K production Coordinator -\$ 90

L Facebook/ Instagram Manager -\$ 120

M Junior Media Buyer -\$ 110