

**AMENDMENT NO. 4 TO THE MARKETING SERVICES AGREEMENT BETWEEN THE CITY  
OF PALM DESERT AND IDEA PEDDLER**

**1. Parties and Date.**

This Amendment No. 4 (“Amendment”) to the Marketing Services Agreement is made and entered into as of **July 10, 2025** by and between the City of Palm Desert, a municipal corporation organized and operating under the laws of the State of California (“City”), and **Idea Peddler, a a Limited Liability Company** with its principal place of business at **106 E 6<sup>th</sup> St. Ste. 900-937 austin, TX 78701**, Vendor. The City and Vendor are sometimes individually referred to as “Party” and collectively as “Parties.”

**2. Recitals.**

The Parties entered into an agreement titled **Marketing Services Agreement** dated **June 23, 2023** (“Agreement”).

Amendment Authority. This Amendment is authorized pursuant to Section 3.9. N of the original Marketing Services Agreement

**3. Terms.**

Amendment. The Agreement is hereby amended as follows:

**Section 3.6. A**  
**Compensation.**

Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in **Exhibit B-1** attached hereto and incorporated herein by reference. The total compensation shall not exceed **\$890,000.00 per fiscal year** without written approval of the City Council or City Manager, as applicable.

Continuing Effect of Agreement. Except as amended by this Amendment, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the Parties under this Amendment. From and after the date of this Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement as amended by this Amendment.

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.

Severability. If any portion of this Amendment is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

Counterparts. This Amendment 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. \_\_\_\_\_

**SIGNATURE PAGE TO MARKETING SERVICES AGREEMENT BY AND BETWEEN THE  
CITY OF PALM DESERT AND IDEA PEDDLER**

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on the day and year first above written.

**CITY OF PALM DESERT**

By: \_\_\_\_\_  
Chris Escobedo  
Interim City Manager

Attest:

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

Approved as to form:

By: \_\_\_\_\_  
Isra Shah  
City Attorney

**IDEA PEDDLER, A LIMITED LIABILITY  
COMPANY**

By: \_\_\_\_\_  
Cimin Ahmadi-Cohen  
CEO

By: \_\_\_\_\_  
Ed Cohen  
VP of Strategy

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

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

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

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

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

**EXHIBIT "B-1"**

**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

**6.2 Hourly Rates for Incremental/non-scoped work**

- A. Chief Amount Director/ Senior 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

**Exhibit "C"**  
3.6 A Compensation

Consultant shall receive compensation, including authorized reimbursements, for all services rendered under this Agreement at the rates set forth in Exhibit "B-1" to this Contract, which is attached hereto and incorporated herein by reference.

**Pass-through Expenditures** – Consultant shall be reimbursed for pass-through media buy expenditures in an amount not to exceed five hundred thirty thousand dollars (\$525,455).

**Renewal** - In the event that this Agreement is renewed pursuant to **Section 3.2.A**, 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.