

**AMENDMENT NO. 4 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE  
CITY OF PALM DESERT AND FG CREATIVE**

**1. Parties and Date.**

This Amendment No. 4 ("Amendment") to the **PROFESSIONAL SERVICES AGREEMENT** is made and entered into as of this **1st** day of JULY, **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 **FG CREATIVE**, a **A CORPORATION** with its principal place of business at **19725 Driscoll Road, Desert Hot Springs, CA 92241**, Vendor. City and Vendor are sometimes individually referred to as "Party" and collectively as "Parties."

**2. Recitals.**

The Parties entered into an agreement titled **PROFESSIONAL SERVICES AGREEMENT** Dated **July 1, 2022** ("Agreement").

Amendment Authority. This Amendment is authorized pursuant to Section **3.6.14** of the Agreement.

**3. Terms.**

Amendment. The Agreement is hereby amended as follows:

Section **3.1.2** Term. The term of this Agreement shall be from **July 01, 2024, to September 30, 2025**, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines.

**"Exhibit B-2 and Exhibit C-3 attached hereto and incorporated herein by reference are in addition to Exhibit B-1 and C-2 of Amendment No. 3."**

Section **3.3.1** Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the **rates set forth in Exhibit "B-2" and "C-3"** attached hereto and incorporated herein by reference. The **total compensation shall not exceed One Hundred Thirty-Six Thousand Six Hundred Dollars and Zero Cents (\$136,600.00)** 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.

**Contract No.** A43790

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]**

**SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE  
CITY OF PALM DESERT AND FG CREATIVE**

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

**FG CREATIVE, A CORPORATION**

By: \_\_\_\_\_

Stephanie Greene  
CEO

By: \_\_\_\_\_

Stephanie Greene  
CFO

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

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

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

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

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

**EXHIBIT “B-2”  
SCHEDULE OF SERVICES**

**I. ACCOUNT SERVICES – \$6,700**

- Strategic planning and account management in alignment with the annual marketing plan
- Ongoing project coordination, internal/external meetings, reporting, and performance analytics
- Monthly creative asset development and graphic design (unlimited revisions)
- Monthly website updates and one e-newsletter (e-blast) per month
- Inclusion of newly supplied photography assets

**II. MEDIA – \$29,900**

**A. Public Relations – \$2,000**

- Development and execution of seasonal public relations strategy (Summer & Fall Focus)
- Creation and distribution of press releases and media pitches
- Oversight of earned media coverage
- Limited engagement with social media outlets for public relations amplification

**B. Social Media Management – \$3,600**

- Content development, scheduling, and publishing on Facebook and Instagram
- Engagement monitoring and response management
- Platform performance analysis

**C. Paid Digital Campaigns – \$1,500**

- Paid social media ad campaigns across major platforms (Facebook, Instagram, etc.)
- Targeted creative development and campaign optimization

**D. Outdoor Advertising – \$8,800**

- One digital billboard slot via Lamar Outdoor
- Monthly creative rotation to maintain fresh messaging

**E. Radio Advertising – \$6,000**

- Local radio advertising across multiple stations
- Includes web banner placement on participating radio station websites

**F. Google Adwords & Geo-Fencing Campaigns – \$8,000**

- Digital advertising using Google Ads with geographic targeting
- Multi-campaign messaging structure to support seasonal focus

**EXHIBIT “B-2”  
SCHEDULE OF SERVICES**

**III. BRAND, GRAPHICS, WEBSITE & RADIO CAMPAIGN PRODUCTION – INCLUDED**

- Monthly brand maintenance, website support, and radio production are included under the retainer with no additional cost

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**DELIVERABLES SUMMARY (by Month):**

<b>Month</b>	<b>Estimated Cost</b>	<b>Key Focus</b>
July 2025	\$14,650	Summer campaign rollout; PR push
August 2025	\$11,600	Billboard rotation; Digital ads active
September 2025	\$10,350	Fall media focus; campaign closeout

**Total: \$36,600**

**EXHIBIT "C-3"**  
**COMPENSATION**

Consultant shall receive compensation, including authorized reimbursements, for all services rendered under this Agreement at the rates set forth in Exhibit "B-2" 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 Twenty Nine Thousand Nine Hundred Dollars (\$29,900).

**Renewal** - In the event that this Agreement is renewed pursuant to Section 3.1.2, 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.