

**AMENDMENT NO. 6 TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY
OF PALM DESERT AND FG CREATIVE INC**

This Amendment No.6 (“Amendment”) to the 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 INC**, a Corporation with its principal place of business at **19725 Driscoll Road, Desert Hot Springs, California, 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 **6/23/2022** (“Agreement”).

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

3. Terms.

Amendment. The Agreement is hereby amended as follows:

Section **3.2.A** Term. The term of this agreement shall be from July 1, 2022 to June 30, 2026, unless earlier terminated as provided herein. The City should have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more that (1) additional one-year terms. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

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 "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Two Hundred Fifty Thousand Dollars (\$250,000) for fiscal Year 2025-2026** without the 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]

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

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

FG CREATIVE INC, a Corporation

Signed by:
By: Chris Escobedo
437BBF489E4E43B...
Chris Escobedo
Interim City Manager

DocuSigned by:
By: Stephanie Greene
291AE5C78ECP439...
Stephanie Greene
CEO and CFO

Attest:

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

Approved as to form:

Signed by:
By: Isra Shah
3820DDF2EAC84BU...
Isra Shah
City Attorney

Clerk QC: ^{DS}
[Signature]

Contracts QC: ^{DS}
[Signature]

Insurance: ^{Initial}
CO

Initial Review ^{Initial}
SW

Final Approval