

**AMENDMENT NO. 7 TO THE PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN THE CITY OF PALM DESERT
AND FG CREATIVE INC**

1. Parties and Date.

This Amendment No. 7 (“Amendment”) to the **Professional Services Agreement**, Contract No.7, is made and entered into on **February 9, 2026**, by and between the City of Palm Desert, a municipal corporation organized under the laws of the State of California with its principal place of business at 73-510 Fred Waring Drive, Palm Desert, California, 92260-2578 (“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.”

1.1 City Council Approval. On February 26, 2026, City Council approved the award of this Amendment to Vendor named above.

2. Recitals.

2.1 Agreement. The City and Consultant entered into a Professional Services Agreement (“Agreement”) on June 23, 2022, for the purpose of retaining the services of Consultant for the purpose of retaining the services of FG Creative to provide Marketing Services on the El Paseo Parking and Business Improvement District. (“Project”).

2.2 Background. The parties previously entered into a previous amendment, on June 30, 2026. The purpose of this amendment is to renew the agreement and to establish compensation for Fiscal Year 2025/2026.

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

2.4 The purpose of this Amendment No. 7 is to increase the total compensation in recognition of expanded services to be provided during the remainder of the Agreement’s third term, covering the period from July 1, 2025, through June 30, 2026.

3. Terms. 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 "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed Three Hundred Twenty-Five Thousand Dollars (\$325,000) for fiscal Year 2025-2026 without the written approval of the

City Council or City Manager, as applicable.

Section 3.2

Exhibit. "C" is hereby deleted in its entirety and replaced with "Exhibit C" attached

3.1 Continuing Effect of Agreement. Except as amended by this Amendment No. 7, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the Parties under this Amendment No. 7. From and after the date of this Amendment No. 7, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 7.

3.2 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. 7.

3.4 Severability. If any portion of this Amendment No. 7 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR AMENDMENT NO. 7
TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF PALM
DESERT AND FG CREATIVE INC**

CITY OF PALM DESERT

FG CREATIVE, A CORPORATION

Chris Escobedo
City Manager

Stephanie Greene
CEO and CFO

Attest:

Anthony J. Mejia
City Clerk

Approved to form by:

Isra Shah
City Attorney

Office Use:				Bonds
Quality Check		Insurance Review		
City Clerk	Contracts	Initial	Final	

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, 2025 - June 30, 2026, at **\$325,000**. 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 \$3,350 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.