

**FOURTH AMENDMENT
TO PROFESSIONAL SERVICES AGREEMENT WITH
CREATIVE THINKING, INC. DBA THE IDEA COOPERATIVE**

THIS FOURTH AMENDMENT is made and entered into this ____ day of April, 2021, by and between the CITY OF FORT BRAGG (“City”) and CREATIVE THINKING, INC. DBA THE IDEA COOPERATIVE (“Consultant”).

WHEREAS, the City Council on November 25, 2019, adopted Resolution 4213-2019 authorizing a Professional Services Agreement (“Contract”) with Consultant in the sum of \$99,000.00; and

WHEREAS, the City and Consultant entered into the Contract on December 20, 2019; and

WHEREAS, the Contract states that Consultant will provide strategic and creative marketing services for Visit Fort Bragg; and

WHEREAS, on June 29, 2020, City and Consultant entered into a First Amendment to the Contract extending the completion date of the project to July 31, 2020 and the expiration date of the Contract to October 31, 2020; and

WHEREAS, on August 10, 2020, the City Council adopted Resolution 4296-2020 authorizing a Second Amendment to the Professional Services Agreement with Consultant changing the scope of work and increasing the amount of the contract by \$10,000.00 for a total Not To Exceed amount of \$109,000.00; and

WHEREAS, on August 12, 2020, City and Consultant entered into a Second Amendment to the Contract amending the scope of work, increasing the contract amount, extending the completion date of the project to October 31, 2020, and extending the expiration date of the Contract to January 31, 2021; and

WHEREAS, on October 13, 2020, the City Council adopted Resolution 4318-2020 approving Budget Amendment 2021-05 amending the Fiscal Year 2020-21 Budget and increasing the budget amount for the Visit Fort Bragg Campaign by \$50,000.00; and

WHEREAS, on November 9, 2020, the City Council adopted Resolution 4324-2020 authorizing a Third Amendment to the Professional Services Agreement with Consultant, changing the scope of work and increasing the amount of the contract by \$40,000.00 for a total Not to Exceed amount of \$149,000.00; and

WHEREAS, on November 10, 2020, City and Consultant entered into a Third Amendment to the Contract amending the scope of work, increasing the contract amount, extending the completion date of the project to March 31, 2021, and extending the expiration date of the Contract to June 30, 2021; and

WHEREAS, on April 12, 2021, the City Council adopted Resolution 4380-2021 approving Budget Amendment 2021-09 amending the Fiscal Year 2020-21 Budget and increasing the budget amount for the Visit Fort Bragg Campaign by \$16,000.00; and

WHEREAS, the parties desire to again amend the Contract to increase the Not to Exceed Amount by \$24,000.00 to distribute the remaining funds for Visit Fort Bragg marketing activities as approved in Budget Amendment 2021-05 and Budget Amendment 2021-09; and

WHEREAS, the increase in contract amount of **Twenty-four Thousand Dollars (\$24,000.00)**, brings the total Not To Exceed amount of the Contract to \$173,000.00; and

WHEREAS, there are still sufficient funds budgeted for these activities;

NOW, THEREFORE, for the aforementioned reasons and other valuable consideration, the receipt and sufficiency of which is acknowledged, City and Consultant hereby agree that the Professional Services Agreement for strategic and creative marketing services for Visit Fort Bragg between the City and Consultant dated December 20, 2019, is hereby amended as follows:

1. **Compensation:**

Paragraph 2.1 (Compensation), is hereby amended to state, "Consultant's total compensation shall not exceed **One Hundred Seventy-three Thousand Dollars (\$173,000.00)**."

2. Except as expressly amended herein, the Professional Services Agreement between the City and Consultant dated December 20, 2019, is hereby reaffirmed.

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment the day and year first above written.

CITY

CONSULTANT

By: _____

Tabatha Miller

Its: City Manager

By: _____

Tom Kavanaugh

Its: President

ATTEST:

APPROVED AS TO FORM:

By: _____

June Lemos, CMC

City Clerk

By: _____

Keith F. Collins

City Attorney