

**SECOND AMENDMENT TO SERVICES AGREEMENT
FOR FESTIVAL OF LIGHTS**

ICE COLD ENTERTAINMENT, INC.

This SECOND AMENDMENT TO AGREEMENT FOR SPECIAL INSTRUCTOR SERVICES (“Second Amendment”) is made and entered into this ____ day of _____, 20____, by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation (“City”), and ICE COLD ENTERTAINMENT, INC., a California corporation, with reference to the following facts:

RECITALS

WHEREAS, on November 7, 2023, City and Contractor entered into a Services Agreement for Festival of Lights (“Agreement”); and

WHEREAS, on November 8, 2024, City and Contractor entered into a First Amendment to Services Agreement for Festival of Lights; and

WHEREAS, the Agreement expired on January 31, 2025; and

WHEREAS, Section 2 of the Agreement provides that the Term may be extended for an additional one (1) year term; and

WHEREAS, City and Contractor desire to extend the Agreement through January 31, 2026; and

WHEREAS, City and Contractor desire to amend the Scope of Services by replacing Exhibit “A” with Exhibit “A-2”;

WHEREAS, City and Contractor desire to increase Compensation in the amount of Four Hundred Fifty-Three Thousand Two Hundred Sixty Dollars and Seventy-Eight Cents (\$453,260.78) for the extended term of the Agreement;

WHEREAS, City and Contractor desire to amend the Compensation by replacing Exhibit “B” with Exhibit “B-2”.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by this reference, City and Instructor mutually agree as follows:

1. Section 2 of the Agreement is hereby amended to extend the Term through January 31, 2026.

2. Exhibit "A" of the Agreement (Scope of Services) is hereby amended and replaced in its entirety with Exhibit "A-2", attached hereto and incorporated herein by this reference.

3. Section 3 of the Agreement is hereby amended to increase Compensation in the amount of Four Hundred Fifty-Three Thousand Two Hundred Sixty Dollars and Seventy-Eight Cents (\$453,260.78) for the extended term of the Agreement.

4. Exhibit "B" of the Agreement is hereby amended and replaced in its entirety with Exhibit "B-2", attached hereto and incorporated herein by this reference.

5. All terms and conditions of the Agreement not inconsistent herewith shall remain in full force and effect and are hereby incorporated by reference into this Second Amendment as though set forth in full herein.

[SIGNATURES ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to Services Agreement for Festival of Lights to be executed the day and year first above written.

CITY OF RIVERSIDE, a California charter city and municipal corporation

ICE COLD ENTERTAINMENT, INC., a California corporation

By: _____
Mike Futrell
City Manager

By:  _____
Print Name: Leonard G Davis
Title: President
(Signature of Board Chair, President, or Vice President)

ATTEST:

By: _____
Donesia Gause
City Clerk

and

CERTIFIED AS TO AVAILABILITY OF FUNDS:

By:  _____
Print Name: _____
Title: _____
(Signature of Secretary, Assistant Secretary, CFO, Treasurer, or Assistant Treasurer)

By:  _____
Chief Financial Officer

APPROVED AS TO FORM:

By:  _____
Anthony L. Beaumon
Sr. Deputy City Attorney

EXHIBIT “A-2”

SCOPE OF SERVICES

EXHIBIT A

Scope of Services

Contractor constructs, maintains, and manages premier quality ice skating rink with real ice. Contractor provides a turnkey **all-inclusive service** including as needed, meetings with city staff, ongoing communication with city staff, and application for required permits.

ICE RINK SPECIFICATIONS: Outdoor ice rink, to be located in downtown Riverside at the parking lot at The Cheech Marin Center for Chicano Art & Culture at 3581 Mission Inn Avenue on the corner lot of Mission Inn Avenue and Orange Street with a rink size of 50' x 120'.

CONTRACTOR MUST PROVIDE THE FOLLOWING SERVICES AND PRODUCTS:

1. **Design and Build Substructure.** Design and build the substructure needed for the ice rink, including all materials.
 - a. Contractor will provide the wood and materials for the substructure, entrance deck, skirt, and Zamboni Ramp. Materials include paint, wood, and sand.
 - b. Contractor is responsible for load out, stack wood, and sand removal and storage of materials.
2. **Refrigeration System.** Must provide a minimum 120 ton with 6" hose supplied for onsite use. The chiller must be able to function if enclosed with fencing to reduce visibility to public. City will provide fencing and fence cover. All pumps, hoses, connections, and required connections must be appropriately secured for safety and not accessible to the public. Refrigerant must be stored and hoses contained in a manner that meets City of Riverside Fire Code Requirements.
3. **Equipment Storage.** Contractor must provide secured storage for all required equipment to reduce access to public. If needed City must be able to wrap or screen storage with Festival of Lights graphic or other city approved graphics.
4. **Modular Dasherboard System.** Dasherboard system must be appropriate for outdoor use and constructed from premium materials to withstand outdoor elements. System must be constructed of premium aluminum with minimum width of 5" with 10" kick plates meeting ASTM standards. Dasherboard must meet City of Riverside Fire Code Requirement. Dasherboard must be clear Plexiglass or better material to allow visibility by public. Dasherboard must allow space to display signage. City will produce signage.
5. **Ice Rink Maintenance Equipment.** Must use Zamboni Model 100 or VM Pinguino for ice resurfacing. Contractor must perform ice resurfacing after each session and prior to closing. Drivers must be trained to inspect ice for irregularities while driving around ice rink.

6. **Rental Ice Skates, Sharpening Services.** Must provide no less than 250 pairs of industry best skates. The skates must be of high quality, comfortable for all ages. Skate sharpening must be included and done as needed. Regular inspection of ice skates is required. Must provide Skate Helper Ice Skating Training aids.
7. **Skate Change Deck Area with Rubber Flooring.** Rubber $\frac{3}{4}$ " thick black mats will be used inside the gated area measuring minimum 84' x 12'.
8. **Professional Supervision and General Labor for Set Up/Strike.** Contractor must supply all expert supervision and labor for set-up and strike.
9. **Tools, Equipment, and Supplies for Set-Up and Strike.** Contractor must provide all necessary equipment and supplies needed to build first class facility.
10. **Generator.** Contractor must provide 300kw generator to power all needs at the ice rink location. Contractor must have readily available technical services to address any power issues or replacement of generator if needed. Any issue with the generator must be immediately addressed to avoid any interruption to the ice rink operation schedule. Contractor is responsible to retain services related to the issuance of the generator permit.
11. **Refrigeration Technician.** Technician On-Call 24-hour basis during entire event. Contractor must have readily available technical services in the event of chiller failure. City expects immediate response by technician to reduce impacts to service. Refrigerant must be stored and hoses contained in a manner that meets City of Riverside Fire Code requirements.
12. **Skate Assists.** Contractor will provide skate assists. The revenue from the rental of the Skate Assists will be paid to the City.
13. **Dates of Operation.** Public operation from November 22, 2025 to December 31, 2025. City will determine times of operation prior to event. Event hours are 5:00 pm to 10:00 pm.
 - a. Additional sponsor/partner early hour skating may be requested by the City. City will submit request no later than two weeks prior to date of requested early hour event date.
14. **Waivers.** Operator is responsible for providing waivers to skaters. The City of Riverside will provide the waiver as a template as required and approved by City of Riverside Attorney's Office. Contractor will print waivers as needed.
15. **Revenue.** The City of Riverside will retain all revenue.

TURNKEY MANAGEMENT AND DAILY OPERATIONS:

1. Contractor must provide professional and experienced on-site management during the term of the agreement. Including but not limited to box office operations, skate rental attendants, experienced skate guards, and maintenance personnel.
 - a. Contractor must provide all supplies need for its daily operations, including but not limited to Wi-Fi, pens, tables, linen, etc.
2. General Manager or designated staff should be in Riverside or within 10 miles for the duration of the event to ensure successful operation and immediate response to emergencies. General Manager must be properly trained and able to respond to emergencies as they arise.
3. All personnel must represent the City of Riverside and provide customer service that aligns with the values of the City.
4. Personnel is required to wear uniforms that identify them as personnel of the contractor. Personnel must wear protective gear and trained to respond to emergencies/contact the City of Riverside Emergency Services.
5. Contractor must provide all box office equipment and supplies. Contractor must provide electronic report of all sales on hourly, daily, weekly, and monthly basis. Ticket sale reports must indicate type of ticket sold. Tracking of tickets sold must prevent sale of tickets upon reaching capacity per City or Riverside Fire Code.
6. Contractor must provide payment of all sales (revenue) to the City on a weekly basis. Schedule of payments will be as follows:

Revenue Dates	Payment Due to City
November 22 – November 27, 2025	November 28, 2025
November 28 – December 4, 2025	December 5, 2025
December 5 – December 11, 2025	December 12, 2025
December 12 – December 18, 2025	December 19, 2025
December 19 – December 24, 2025	December 26, 2025
December 26 – December 31, 2025	January 2, 2026

EXHIBIT B

Compensation

The amount to be paid for the term of the agreement shall not exceed \$453,260.78. First payment to be processed upon execution of agreement in the amount of \$226,630.39. Second payment to be processed January 5, 2026 in the amount of \$226,630.39

EXHIBIT C

Key Personnel

Lenny Davis
President/Chairman
949-230-9990
lenny@icecoldentertainment.com

EXHIBIT “B-2”
COMPENSATION

EXHIBIT B

Compensation

The amount to be paid for the term of the agreement shall not exceed \$453,260.78. First payment to be processed upon execution of agreement in the amount of \$226,630.39. Second payment to be processed January 5, 2026 in the amount of \$226,630.39