

**FIRST AMENDMENT TO MANAGEMENT AGREEMENT
FOR THE CHEECH MARIN CENTER FOR CHICANO ART AND CULTURE
OF THE RIVERSIDE ART MUSEUM**

This FIRST AMENDMENT TO MANAGEMENT AGREEMENT (“First Amendment”), is made and entered into this ____ day of _____, 2022 (“Effective Date”), by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation (“City”), and RIVERSIDE ART MUSEUM, a California non-profit corporation (“RAM”), in accordance with the following facts:

RECITALS

WHEREAS, on January 19, 2021, the City and Consultant entered into a Management Agreement for the Cheech Marin Center for Chicano Art and Culture of the Riverside Art Museum (“Agreement”); and

WHEREAS, the City and Consultant have not entered into any Supplemental Agreements for Assigned Project for the Cheech Marin Center for Chicano Art and Culture of the Riverside Art Museum (“Supplemental Agreement”); and

WHEREAS, the City desires to have Consultant continue providing the services referenced in that Master Agreement; and

WHEREAS, the City and Consultant desire to replace Section 4.4 of the Agreement, in its entirety.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein to the Agreement, the Parties hereto mutually agree to the following amendment to the Agreement:

1. Section 4.4 of the Agreement, Facility Fee, shall be replaced in its entirety, as follows:

“4.4. **Facility Fee.** RAM shall impose a Facility Fee (“Facility Fee”) to be added to the price of all paid admissions to the Center and for Facility Rental Events at the Premises in order to help underwrite the future maintenance and operation of the Premises. RAM shall include the Facility Fee requirements in all Facility Rental Agreements for the Premises. As of the date of this Agreement, the minimum Facility Fee for single admission is Three Dollars (\$3.00) for adults and One Dollar (\$1.00) for children thirteen (13) and

over and seniors over sixty-five (65) years old. For Facility Rental Events, RAM shall pay the City One Dollar (\$1.00) for every participant. The Facility Fee shall increase annually by five percent (5%) for the first ten (10) years. After ten (10) years, the Parties shall meet to determine and/or renegotiate said fees. After this meeting, the City may increase the Facility Fee upon ninety (90) days' written notice of such increase and upon approval by the City Council. Notwithstanding anything contained herein to the contrary, the Parties will mutually agree upon the effective date of any modified Facility Fee and such new Facility Fee shall not apply until the agreed upon Effective Date. RAM shall pay to the City the Facility Fees twice a year. The City shall segregate all Facility Fees in a separate account that shall be used for any and all costs associated directly or indirectly with the maintenance and operation of the Center and provide to RAM semi-annually an accounting of such account."

2. All other terms and conditions of the Agreement between the parties which are not inconsistent with the terms of this First Amendment shall remain in full force and effect as if fully set forth herein.

[SIGNATURES ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to Management Agreement to be duly executed the day and year first above written.

CITY OF RIVERSIDE,
a California charter city and municipal
corporation

RIVERSIDE ART MUSEUM,
a California non-profit corporation

By: _____
City Manager

By: Paul Miller
Its: President of the Board of Trustees

Attest: _____
City Clerk

By: Seaman Gray
Its: Secretary of the Board of Trustees

Certified as to Availability of Funds:

By: Mitch
for Chief Financial Officer

Approved as to Form:

By: Rachael A. North
City Attorney