

**FIRST AMENDMENT
TO PROFESSIONAL CONSULTANT SERVICES AGREEMENT**

PLANTATION PRODUCTIONS, INC.

(The Box at the Fox Entertainment Plaza)

THIS FIRST AMENDMENT TO PROFESSIONAL CONSULTANT SERVICES AGREEMENT ("First Amendment") is made and entered into this ____ day of _____, 2018, by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"), and PLANTATION PRODUCTION, INC., a California corporation ("Consultant").

RECITALS

WHEREAS, on or about April 27, 2016, City and Consultant entered into a Professional Consultant Services Agreement for logistical, technical, and event support services for The Box theater events ("Agreement"); and

WHEREAS, the Agreement will expire on April 30, 2018; and

WHEREAS, City is satisfied with the performance of Consultant thus far; and

WHEREAS, the Agreement provides for one optional extension of the Agreement for an additional two years; and

WHEREAS, the City and Consultant desire to exercise the one-time option to extend the term of the Agreement for an additional two years to June 30, 2020 and also to amend other terms of the Agreement.

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

1. Paragraph 2 of the Agreement ("Term") is hereby amended in its entirety as follows:

"2. Term. The term of the Agreement is hereby extended to June 30, 2020".

2. Paragraph 29 of the Agreement ("Nondiscrimination") is hereby amended in its entirety as follows:

"29. Nondiscrimination. During Consultant's performance of this Agreement, Consultant shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical

condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, genetic information, gender, gender identify, gender expression, or sexual orientation, military and veteran status, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Consultant agrees to conform to the requirements of the American with Disabilities Act in the performance of this Agreement.”

3. Exhibit “B” of the Agreement is hereby replaced in its entirety with Exhibit “B-1” attached hereto and incorporated by reference.

4. Paragraph 3 of the Agreement (“Compensation/Payment”) is hereby amended by adding the following:

“The service fee will be paid upon completion of requested services from third parties or the City. All services are on an as-needed basis. Upon receipt of invoice for services, invoice will be paid within 30 days of receipt.”

5. All terms and conditions of the Agreement not inconsistent with this First Amendment shall remain in full force and effect and are incorporated herein by this reference as if set forth in full.

[Signatures on Following Page]

IN WITNESS WHEREOF, City and Consultant have caused this First Amendment to Professional Consultant Services Agreement to be duly executed on the day and year first above written.

CITY OF RIVERSIDE, a California
charter city and municipal corporation

PLANTATION PRODUCTION, INC., a
California corporation

By: _____
City Manager

By: Randall Hyde

Attest: _____
City Clerk

Randall Hyde President
[Name and Title]

Approved as to Form:

By: _____

By: [Signature]
Deputy City Attorney

Mandy Hyde VP/SEC
[Name and Title]

Certified as to Availability of Funds:

By: Marie Pir for Adam Raymond
~~ASSISTANT~~ Chief Financial Officer/Treasurer

EXHIBIT "B-1"

Compensation/Payment

The amount to be paid for an additional two-year term shall not exceed \$185,000. The total amount to be paid to Consultant for all Assigned Projects pursuant to this Agreement shall not exceed an aggregate of Three Hundred Seventy Thousand Dollars (\$370,000.00) over the term of this Agreement.

Consultant shall receive compensation for all logistical, technical, and event services rendered under this Agreement per the Scope of Services, Exhibit A. All services are on an as-needed basis.

With prior written approval, city staff may choose to approve reimbursement for costs related to administrative services, including, but not limited to, repair of fixtures, technical equipment, materials and supplies for facilities and/or events.

Payments shall be made in accordance with the City's usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed. The invoices shall be paid within 30 days of receipt.

Staff Rates

Logistical, technical, and event support services for use of facility per day

Standard Rate (up to 8 hours in a day):

First Person: \$45 per hour

Each Additional Person (as required): \$40 per hour

Overtime Rate (after 8 hours in a day):

First Person: \$60 per hour

Each Additional Person (as required): \$55 per hour

Administrative Services

Price determined at time of service/work request by staff. Estimate cost must be approved by staff prior to completion.