

The FIRST AMENDMENT TO
MANAGEMENT AND OPERATIONS AGREEMENT BETWEEN
CITY OF RIVERSIDE AND RAINCROSS HOSPITALITY CORPORATION
(Riverside Convention & Visitors Bureau and
Riverside Sports Commission)

THIS FIRST AMENDMENT TO MANAGEMENT AND OPERATIONS AGREEMENT for the Riverside Convention & Visitors Bureau and Riverside Sports Commission ("First Amendment") is made and entered into this _____ day of _____, 2023, by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"), and RAINCROSS HOSPITALITY CORPORATION, a California corporation ("RHC"), with respect to the following:

RECITALS

WHEREAS, the City and RHC entered into that certain Management and Operations Agreement dated September 6, 2013 ("Agreement") for the management and operation of the Riverside Convention & Visitors Bureau and the Riverside Sports Commission; and

WHEREAS, the City and RHC desire to amend the agreement to extend the term to June 30, 2028.

NOW, THEREFORE, incorporating the recitals set out above, the parties hereto mutually agree to the following amendment to the Agreement.

1. Section II, TERM, is amended to extend the term of the Agreement through June 30, 2028.

2. Section III, COMPENSATION, C. Future Compensation, of the Agreement is hereby amended and replaced in its entirety as follows:

"C. Future Compensation: The payments made by City to RHC shall increase each year by a minimum of the Consumer Price Index based on the March Consumer Price Index. The Consumer Price Index ("CPI") shall mean the Consumer Price Index—All Urban Consumers for Riverside-San Bernardino-Ontario, CA (CPI-U)/All Items, Not Seasonally Adjusted, 1982-84=100 as published by the United States Department of Labor Statistics, for the applicable comparison period and region. If the CPI shall cease to use 1982-84 as the base year, the CPI shall be converted in accordance with the conversion factor, if any, published by the United States Department of Labor, Bureau of Labor Statistics. If the CPI is discontinued or revised during the term of this Agreement, such government index or computation, if any, with which it is replaced shall be used. If no conversion factor is supplied by the United State Department of Labor Bureau of Statistics, either for a new base year or a new index, the parties shall agree upon a conversion factor for the CPI to be used. However, the parties understand and acknowledge that RHC may require additional funds in order to achieve sales and marketing plan objectives. RHC and City will

meet prior to each year of this Agreement to determine adequate compensation to support the increase in activities of the RCVB and the Riverside Sports Commission. Any increase shall be subject to City Council approval.”

3. Section IV, SCOPE OF SERVICES, is hereby amended to add the additional services below:

RHC shall hold quarterly hotel partner meetings

4. Section V, PAYMENT OF EXPENSES; DAY-TO-DAY OPERATIONS, is amended to replace subsection (b) as follows:

(b) All expenses of the RCVB will be included in budget documents that will be submitted annually or as may be reasonably requested, to the City of Riverside City Manager's Office in advance of the annual compensation renewal process. RHC shall also provide financial statements to City of Riverside City Manager's Office quarterly, reflecting the operations of the RCVB, including a general ledger that itemizes all income and all expenses. These financial statements will be delivered to the City of Riverside City Manager's Office within sixty (60) days following the end of the quarter.

Beginning in December 2023, the City shall provide a projected budget preparation schedule to Manager in connection with the City's two-year budget. All expenses of the RCVB will be included in budget documents that will be submitted to coincide with the City's two-year budget preparation schedule, or as may be reasonably requested, to the General Services Department

5. 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 the following page]

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

CITY OF RIVERSIDE,
a California charter city and municipal
corporation

RAINCROSS HOSPITALITY
CORPORATION,
a California corporation

By: _____
City Manager

By: T. W. Williams
Its: President & CEO

Attest: _____
Donesia Gause
City Clerk

By: Mogammel Hogue
Its: CFO

Certified as to Availability of Funds:

By: [Signature]
Chief Financial Officer

Approved as to Form:

By: [Signature]
Deputy City Attorney