

**SECOND AMENDMENT TO
PROFESSIONAL CONSULTANT SERVICES AGREEMENT**

**PLANTATION PRODUCTIONS, INC.
The Box at the Fox Entertainment Plaza**

THIS SECOND AMENDMENT TO PROFESSIONAL CONSULTANT SERVICES AGREEMENT (“Second Amendment”) is made and entered into this _____ day of _____, 2024, by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation (“City”), and PLANTATION PRODUCTIONS INC., a California corporation (“Consultant”), with respect to the following:

RECITALS

WHEREAS, the City and Consultant entered into that certain Professional Consultant Services Agreement dated August 31, 2021 (“Agreement”); and

WHEREAS, the City and Consultant entered into that certain First Amendment to Professional Consultant Services Agreement dated August 18, 2023 (“First Amendment”); and

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

WHEREAS, the Agreement is set to expire on June 30, 2024; and

WHEREAS, the City and Consultant have agreed to extend the term of the Agreement by one (1) additional year through June 30, 2025, with additional compensation in the amount of Ninety Thousand Dollars (\$90,000.00) for the extended term of the Agreement; and

WHEREAS, the City and the Consultant desire to amend and update the Scope of Services as set forth in the revised Scope of Services attached hereto as Exhibit “A-2,” and incorporated herein by reference; and

WHEREAS, the City and the Consultant desire to amend and update the Compensation as set forth in the revised Compensation attached hereto as Exhibit “B-2,” and incorporated herein by reference; and

WHEREAS, the City and the Consultant desire to amend and update the Key Personnel as set forth in the revised Key Personnel attached hereto as Exhibit “C-2,” and incorporated herein by reference.

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

1. Section 2, Term is hereby amended to extend the term of the Agreement by one (1) Additional year, through June 30, 2025.

2. Section 3, Compensation/Payment, is hereby amended to increase the compensation in the amount of Ninety Thousand Dollars (\$90,000) for the extended term of the Agreement.

3. Exhibit "A" of the Agreement is amended and replaced in its entirety with Exhibit "A-2," attached hereto to this Second Amendment and incorporated herein.

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

5. Exhibit "C" of the Agreement is amended and replaced in its entirety with Exhibit "C-2," attached hereto to this Second Amendment and incorporated herein.

6. Digital and counterpart Signatures. Each party to this Agreement intends and agrees to the use of digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (Civil Code §§1633.1, et seq.), California Government Code § 16.5, and California Code of Regulations Title 2 Division 7 Chapter 10, to execute this Agreement. The parties further agree that the digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signature for purposes of validity, enforceability, and admissibility. For purposes of this section, a "digital signature" is defined in subdivision (d) of Section 16.5 of the Government Code and is a type of "electronic signature" as defined in subdivision (h) of Section 1633.2 of the Civil Code. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each certified or authenticated electronic copy of an encrypted digital signature shall be deemed a duplicate original, constituting one and the same instrument and shall be binding on the parties hereto.

7. All other terms and conditions of the Agreement between the parties, which are not inconsistent with the terms of this Second 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 Second Amendment to Professional Consultant Services Agreement to be duly executed the day and year first above written.

CITY OF RIVERSIDE,
a California charter city and municipal
corporation

PLANTATION PRODUCTIONS, INC., a
California corporation

By: _____
City Manager

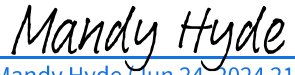

By: _____
Print Name: Randall Hyde
Its: President
(Signature of Board Chair, President, or
Vice President)

Attest: _____
City Clerk

and

Certified as to Availability of Funds:

By: 
Chief Financial Officer


By: Mandy Hyde (Jun 24, 2024 21:07 EDT)
Print Name: Mandy Hyde
Its: Secretary
(Signature of Secretary, Assistant
Secretary, CFO, Treasurer, or Assistant
Treasurer)

Approved as to Form:


By: 
Anthony Beaumon (Jul 11, 2024 07:34 EDT)
Anthony Beaumon
Senior Deputy City Attorney

Exhibit A-2
Scope of Services

The scope of work will include, but not be limited to, the following:

1. Logistic Support for all events – preparation of the theater for each show which includes arrangement of seating, lights, etc.
 - a. Cleaning of theater prior, during, and after event as needed
 - b. Placement of signage and post event signage removal
2. Technical Support for all equipment including but not limited to equipment repair and installation for such items as lighting, camera, monitors, sound system, carpet, etc.
3. Event Support for performances - technicians who are responsible for the design, plan, installation, operation of such equipment as lighting, audio, and other technical devices.
4. Onsite staff to meet with users, answers walk up questions and general information, and provide access for maintenance of facility, etc.
5. Schedule rentals, coordinate scheduling and communication with user, and necessary follow up with user on a variety of logistics.

Exhibit B-2 Compensation

The amount to be paid for an additional one-year term of the agreement shall not exceed \$90,000.

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 additional 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 a day)

First Person: \$55 per hour

Each additional Person (as required): \$50 per hour

Overtime Rate (after 8 hours in a day):

First Person: \$70 per hour

Each additional Person (as required): \$65 per hour

Additional Services

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

**Exhibit C-2
Personnel**

Primary Contact:

Mandy Hyde
Operations Manager/Vice President

Key Personnel

Randall Hyde, Technical Supervisor
Mandy Hyde, Operations Manager
Taylor Bjur, Lighting and Sound Engineer

Additional Personnel

Sara Babakhani, House Manager and Tech Assistant
Kiana Bjur, House Manager