## CITY OF STOCKTON STANDARD AGREEMENT AMENDMENT

| Agreement Number:     | Amendment |
|-----------------------|-----------|
|                       | Number:   |
| 2014-11-04-1601-01 NP | 1         |

This Amendment Number One (1) to the above referenced Agreement is entered into on October 30, 2024, between the City of Stockton ("City") and The Stockton Convention and Visitors Bureau, Inc. "Contractor" (collectively "Parties).

## **RECITALS**

The Parties wish to amend the definition of "District improvements" provided in the Agreement.

The Parties wish to extend the term of the Agreement and thereby amend the termination date provided in the Agreement.

The Parties wish to correct an error in the Agreement regarding the percentage of administrative cost recovery withheld from collection of penalties and interest.

Now therefore, the City and the Contractor mutually agree as follows:

1. Section 1, Definitions, subsection B is replaced with the following:

The services to be provided by the District include marketing and District administration as more particularly described in the District Plan.

2. Section 2, SCVB Obligations, subsection A, is amended to include the following:

Years 11 - 20 - January 1, 2026 through December 31, 2035.

3. Section 3, City Obligations, subsection C is amended as follows:

...All penalties and interest collected for the District will be paid directly to the SCVB, on a quarterly basis, no later that 45 days after the last day of the quarter, less a 3% administrative cost recovery.

4. Section 4, General Provisions, subsection B is amended as follows:

Term and Termination. The term of this Agreement shall be from January 1, 2016 through December 31, 2035. SCVB may recommend to the City Council an extension of the termination date in order to allow SCVB to expend remaining District funds for District services in the event all District funds are not received and spent by December 31, 2035. Said extension if any, shall be at the sole discretion of the City Council.

Either party shall have the right to terminate this agreement at any time upon giving the other party written notice of its intention to terminate ninety (90) days prior to the effective date of said termination. Upon termination, SCVB shall turn over to City all funds, documents, records, and instruments of services produced by SCVB in connection with its performance of services pursuant to this Agreement, less any amounts reasonably necessary to dissolve the District and the SCVB.

All other terms and conditions of the Agreement shall remain unchanged and remain in full force and effect unless modified by a written amendment signed by both Parties.

| IN WITNESS WHEREOF, the authorized parties have exec         | cuted this Agreement.             |  |
|--|-----------------------------------|--|
| CONTRACTOR The Stockton Convention and Visitors Bureau, Inc. |                                   |  |
|  |                                   |  |
| Shr/hi   | 11/7/24                           |  |
| Authorized Signature   | Date                              |  |
| George Kaplanis, Board President, Stockton Convention and    | Visitors Bureau, (Visit Stockton) |  |
| Printed Name and Title of Person Signing                     |                                   |  |
|  |                                   |  |
| Address  |                                   |  |
| PO Box 2336, Stockton CA 95201                               |                                   |  |
| CITY OF STO  | OCKTON                            |  |
|  |                                   |  |
| Harry Black, City Manager                                    | Date                              |  |
| ATTEST:  |                                   |  |
| Katherine Roland, City Clerk                                 |                                   |  |
| APPROVED AS TO FORM:   |                                   |  |
| Lori Asuncion, City Attorney                                 |                                   |  |
| BY:  |                                   |  |