

SECOND AMENDMENT TO RIVERSIDE UNIFIED SCHOOL DISTRICT

LEASE AGREEMENT

Cesar Chavez Community Center

This SECOND AMENDMENT TO LEASE AGREEMENT (“Second 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” or “Lessor”) and RIVERSIDE UNIFIED SCHOOL DISTRICT (“RUSD” or “Lessee”), sometimes collectively referred to as the “Parties”.

RECITALS

WHEREAS, the City and RUSD entered into that certain Lease Agreement dated February 7, 2022 (“Original Agreement”) for use of a portion of property located at 2060 University Avenue, Riverside, California 92507 more particularly described in the Original Agreement; and

WHEREAS, the City and RUSD entered into a First Amendment to the Original Agreement dated May 17, 2022 (“First Amendment”) whereby the Parties agreed to extend the term of the Original Agreement through exercise of an option to extend the term; and

WHEREAS, the Agreement is set to expire on June 30, 2023; and

WHEREAS, the City and RUSD now desire to extend the term of the Agreement to June 30, 2024 through exercise of an option to extend the term, and add additional compensation in the amount of Five Hundred Ninety-Seven Dollars and Twenty-Four Cents (\$597.24) per month for the extended term of the Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, the City and RUSD agree as follows:

1. Section 3 of the Agreement (“Term”) is hereby amended to read as follows:

3. **TERM:** The term of this Lease shall commence on July 1, 2023 (“Commencement Date”) and shall expire on June 30, 2024 (“Term”) unless this Lease is earlier terminated pursuant to the provisions contained herein. Upon the expiration of the Term, City and RUSD shall have two options, only exercisable upon mutual written agreement, to extend the Lease term for up to two (2) additional one-year periods. If City and RUSD exercise an Option to extend the Lease Term as described in this section, then the rent shall increase during each extended period as set forth in Section 6.

2. **COMPENSATION:** Compensation shall be increased to the amount of Five Hundred Ninety-Seven Dollars and Twenty-Four Cents (\$597.24) per month for the extended term of the Agreement as set forth in Section 6 of the Original Agreement.

3. All other terms and conditions of this Lease, 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 Lease Agreement to be duly executed on the day and year first above written.

CITY OF RIVERSIDE,
a California charter city and municipal
corporation

REVERSIDE UNIFIED SCHOOL
DISTRICT

By: _____
City Manager

By: 
Print Name: Erin Power
Title: Assistant Superintendent, Business Services


ATTESTED TO:

and

By: _____
City Clerk

By: Not required
Print Name: _____
Title: _____

APPROVED AS TO FORM:

By: 
Deputy City Attorney