

**FIRST AMENDMENT TO JOINT USE AGREEMENT  
BETWEEN  
THE CITY OF RIVERSIDE  
AND  
RIVERSIDE UNIFIED SCHOOL DISTRICT**

(Former Riverside Golf Course)

THIS FIRST AMENDMENT TO JOINT USE AGREEMENT ("First Amendment") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, ("Effective Date"), by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation, hereinafter referred to as "City," and RIVERSIDE UNIFIED SCHOOL DISTRICT ("District"), a public school district duly organized and existing under the laws of the State of California, with respect to the following facts:

**RECITALS**

WHEREAS, City and District entered into a Joint Use Agreement ("Agreement") on September 10, 2014, to provide for the joint use of the property owned by the City, currently known as the former Riverside Golf Course (1077 North Orange Street)(the "Facilities"); and

WHEREAS, City and District has been satisfied with the joint use of the "Facilities"; and

WHEREAS, City and District desire to extend the term of the Agreement to November 30, 2019; and

WHEREAS, City and District desire to attach a chart regarding Maintenance Responsibilities providing the maintenance roles and responsibilities as an exhibit to the agreement.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. Section 2 "Term" is amended in its entirety to read as follows:
  2. TERM. This agreement shall be effective on the date first written above and shall remain in effect until November 30, 2019, unless otherwise terminated pursuant to provisions herein.
2. The Maintenance Responsibilities chart is attached hereto as Exhibit "C".
3. 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 next page)

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

CITY OF RIVERSIDE, a California  
charter city and municipal corporation

RIVERSIDE UNIFIED  
SCHOOL DISTRICT

By: \_\_\_\_\_  
City Manager

By:   
Typed Name:  
Its:

Attest:

By: MAYS KAKISH  
Typed Name:  
Its: CHIEF BUSINESS OFFICER

By: \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

By:   
Deputy City Attorney

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CA: 14-1603.1 RMG 01/24/17

EXHIBIT “C”

MAINTENANCE RESPONSIBILITIES

<b>MAINTENANCE RESPONSIBILITIES FORMER RIVERSIDE GOLF COURSE JOINT USE AGREEMENT</b>	
<b>TASK</b>	<b>RESPONSIBLE PARTY</b>
ROUTINE MOWING (ENTIRE SITE)	CITY OF RIVERSIDE
TREE TRIMMING (ENTIRE SITE)	CITY OF RIVERSIDE
REPAIR/MAINTENANCE OF CITY-OWNED EQUIPMENT LOCATED AT SITE	CITY OF RIVERSIDE
JANITORIAL SERVICES/PORTABLE RESTROOMS - FOR CROSS COUNTRY EVENTS ONLY	DISTRICT
TRASH REMOVAL - FOR CROSS COUNTRY EVENTS ONLY	DISTRICT
ALL UPKEEP AND IMPROVEMENTS NECESSARY FOR DISTRICT USE (E.G. WEED ABATEMENT; DUST CONTROL; WATERING) - FOR CROSS COUNTRY EVENTS ONLY	DISTRICT

NOTE: Any work performed at the request of the District by the City in fulfillment of District's obligation under terms of JUA shall be billed at cost using fully-burdened rates.