

**FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING BETWEEN THE
REGENTS OF THE UNIVERSITY OF CALIFORNIA, RIVERSIDE UNIFIED SCHOOL
DISTRICT, AND THE CITY OF RIVERSIDE**

University/Eastside Community Collaborative

THIS FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING BETWEEN THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, RIVERSIDE UNIFIED SCHOOL DISTRICT, AND THE CITY OF RIVERSIDE ("First Amendment") is made and entered into this _____ day of _____, 2019, by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California nonprofit corporation formed under Article IX of the California Constitution, as represented by its Riverside Campus ("University"), RIVERSIDE UNIFIED SCHOOL DISTRICT, a California school district ("District"), and the CITY OF RIVERSIDE, a charter city and municipal corporation ("City") (hereinafter, collectively, the "Parties"), with respect to the following:

RECITALS

WHEREAS, on or about October 25, 2018, the Parties entered in that certain Memorandum of Understanding between the Regents of the University of California, Riverside Unified School District, and the City of Riverside ("MOU"), for purposes of funding and operating the University/Eastside Community Collaborative ("UECC" or "Program"); and

WHEREAS, University, District, and City, are satisfied with the Program operation and the performance of the Parties; and

WHEREAS, Section IV, subsection A of the MOU states that District and City shall contribute "Fifty-five Thousand Dollars (\$55,000.00) to the University in support of UECC" each year during the term of the MOU; and

WHEREAS, Section V, subsection B, subsection 1 of the MOU states that District "shall . . . [c]ontribute Fifty-five Thousand Dollars (\$55,000.00) to University, annually by December 31st . . ."; and

WHEREAS, Section V, subsection C, subsection 1 of the MOU states that City "shall . . . [c]ontribute Fifty-five Thousand Dollars (\$55,000.00) to University, annually by December 31st . . ."; and

WHEREAS, the Parties desire to increase City and District's annual contribution from Fifty-five Thousand Dollars (\$55,000.00) to Sixty-two Thousand Dollars (\$62,000.00) for the two 1-year periods of the MOU term: September 1, 2019 – August 31, 2020, and September 1, 2020 – August 31, 2021 only; and

WHEREAS, Section XIII of the MOU authorizes the Parties to modify the MOU by written agreement signed by the authorized representatives of each Party.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by this reference, the Parties agree as follows:

1. Section IV, subsection A of the MOU is deleted and replaced with the following:

“A. For the first year during the term of this MOU (i.e., September 1, 2018 – August 31, 2019), District and City shall contribute Fifty-five Thousand Dollars (\$55,000.00) to the University in support of UECC. For the second and third years during the term of the MOU (i.e., September 1, 2019 – August 31, 2020, and September 1, 2020 – August 31, 2021), District and City shall contribute Sixty-two Thousand Dollars (\$62,000.00) to the University in support of UECC. The University shall apply the contributions of District and City towards operating expenses incurred in connection with the Program offered under the terms of this MOU. Excess funds remaining at the end of the MOU term shall be returned to District and City in proportion to their contribution, however, if written approval is obtained by the Parties’ duly authorized representatives, excess funds remaining at the end of the MOU term may be applied towards operating expenses incurred in connection with a UECC program offered under a subsequent MOU.”

2. Section V, subsection B, subsection 1 of the MOU is deleted and replaced with the following:

“1. For the first year during the term of this MOU (i.e., September 1, 2018 – August 31, 2019), contribute Fifty-five Thousand Dollars (\$55,000.00), and for the second and third years during the term of the MOU (i.e., September 1, 2019 – August 31, 2020, and September 1, 2020 – August 31, 2021), contribute Sixty-two Thousand Dollars (\$62,000.00), to University, annually by December 31st, by submitting payment to University’s Extramural Funds Accounting Office. See section IV(C).”

3. Section V, subsection C, subsection 1 of the MOU is deleted and replaced with the following:

“1. For the first year during the term of this MOU (i.e., September 1, 2018 – August 31, 2019), contribute Fifty-five Thousand Dollars (\$55,000.00), and for the second and third years during the term of the MOU (i.e., September 1, 2019 – August 31, 2020, and September 1, 2020 – August 31, 2021), contribute Sixty-two Thousand Dollars (\$62,000.00), to University, annually by December 31st, by submitting payment to University’s Extramural Funds Accounting Office. See section IV(C).”

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4. University's address in Section XI is deleted and replaced with the following:

UNIVERSITY: University of California, Riverside
Research and Economic Development Office
University Office Building
Riverside, CA 92521-0217
Attn: Robert Chan, Principal Contract & Grant Officer

5. All other terms and conditions of the MOU 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 following page]

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to Memorandum of Understanding Between the Regents of the University of California, Riverside Unified School District, and the City of Riverside, to be duly executed the day and year first above written.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By  Date: 7/31/19
Name: Robert R. Chan
Title: Principal Contract & Grant officer.

RIVERSIDE UNIFIED SCHOOL DISTRICT


By  Date: 9/5/19
Name: _____
Title: Mays Kakish, CBO & Governmental Relations

THE CITY OF RIVERSIDE


By _____ Date: _____
Al Zelinka
City Manager

Attest _____
City Clerk

Certified as to the Availability of Funds:

By 
Name: Edward Enriquez
Title: oto

Approved as to Form:

By 
Elliot H. Min
Deputy City Attorney