

FIRST AMENDMENT TO LEASE AGREEMENT**2060 UNIVERSITY AVENUE (CESAR CHAVEZ COMMUNITY CENTER)**

This First Amendment to Lease Agreement ("First Amendment"), is made and entered into this 1st day of July, 2020, by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"), and RIVERSIDE COUNTY OFFICE OF EDUCATION ("Lessee"), with respect to the following facts:

RECITALS

A. WHEREAS, on May 16, 2017, City and Lessee entered into a Lease Agreement ("Lease") for certain space within the building located at 2060 University Avenue, Riverside, California, commonly known as the Cesar Chavez Community Center; and

B. WHEREAS, as permitted under Paragraph 2 of the Lease, City and Lessee desire to exercise their option to extend the Term of the Lease for the additional one (1) year period of July 1, 2020 through June 30, 2021 ("Extended Period"); and

C. WHEREAS, as permitted under Paragraph 27 of the Lease, City and Lessee desire to amend by this written First Amendment certain terms of the Lease, as set forth in detail below, including the Rent Lessee shall pay to City during the Extended Period.

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

1. City and Lessee hereby exercise their option, as permitted under Paragraph 2 of the Lease, to extend the term of the Lease for the one-year period beginning July 1, 2020 and ending June 30, 2021.

2. Paragraph 4 of the Lease, RENT, is hereby amended to add the following:

"For the extended term period beginning July 1, 2020, and ending June 30, 2021, Lessee shall be required to pay to the City \$331.80 per month, payable to the City of Riverside."

3. Paragraph 7 of the Lease, IMPROVEMENTS, subparagraph (b), is hereby amended to state in its entirety:

"Any alterations, improvements or installation of fixtures by Lessee must have the City's prior written consent. Lessee must submit plans to the City before any such actions, and must comply with all City permits and requirements. The City shall not unreasonably withhold its consent. Requests shall be sent to Noemi Lopez, Recreation Superintendent, 6927 Magnolia Avenue, 2nd Floor, Riverside, CA 92506."

4. Paragraph 13 of the Lease, UTILITIES/CUSTODIAL/MAINTENANCE, is hereby amended to state in its entirety:

“City shall pay for all utilities. Lessee shall provide and pay for janitorial services for Lessee’s portion(s) of the Property at Lessee’s sole expense. City shall provide janitorial services for the Property common area(s), including the restrooms. Lessee shall pay for all telephone service and monthly charter cable service that it may have installed. Lessee acknowledges and agrees that nothing in this Lease shall be construed to obligate City to provide or to maintain any air conditioning to the Property, and that City has not agreed to and is not required to install air conditioners for the Property. City shall be responsible for the maintenance of the Property and monthly servicing and repairs of all equipment, including the existing HVAC system. Other than the HVAC system, Lessee may, at its option, remove a piece of City’s equipment and/or fixtures by providing City with prior written notice of such and returning such equipment and/or fixtures to City.”

5. All terms and conditions of the Lease 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 following page]

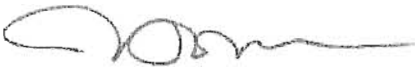
IN WITNESS WHEREOF, the City and Lessee have caused this First Amendment to be duly executed on the day and year first above written.

CITY OF RIVERSIDE, a California
charter city and municipal corporation

By: _____
City Manager

Attest: _____
City Clerk

RIVERSIDE COUNTY OFFICE OF
EDUCATION

By:  _____

Reginald Thompkins
Printed Name

Associate Superintendent
Title

APPROVED AS TO FORM:

By:  _____
Deputy City Attorney