

**THIRD AMENDMENT TO MEMORANDUM OF UNDERSTANDING
PARKING GARAGE 6**

COUNTY OF RIVERSIDE

THIS THIRD AMENDMENT TO MEMORANDUM OF UNDERSTANDING ("Third Amendment") is made and entered into this ____ day of _____, 2020, by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California ("County"), with respect to the following facts:

RECITALS

A. On May 27, 2011, the City and the County entered into a Memorandum of Understanding ("MOU"), for the City's use of 150 County owned parking spaces in Parking Garage 6, located at Ninth and Orange Streets in the City of Riverside for the period of June 1, 2011, to June 1, 2013.

B. On February 12, 2013, the City and the County entered into a First Amendment to Memorandum of Understanding ("First Amendment") to extend the City's use of the parking spaces to June 1, 2017.

C. On December 18, 2015, the City and the County entered into a Second Amendment to Memorandum of Understanding ("Second Amendment") extending the City's use of the parking spaces to June 1, 2020 and increasing the number of parking spaces to 200.

D. The parties desire to extend the term for use of the parking spaces until June 30, 2025, reduce the number of parking spaces and allow the City to terminate this MOU upon thirty (30) days' notice.

NOW THEREFORE, the City and the County agree as follows:

1. Section 1 of the MOU entitled "Grant of Use" is amended as follows:

"1. GRANT OF USE. County hereby agrees to allow the City use of up to 175 parking spaces of the Property. During this time, the County will not be responsible for the maintenance of those spaces. Therefore, the County will pay Ten Dollars (\$10.00) less per month to the City of each space that is not used by the County."

2. Section 2 of the MOU entitled "Term" is amended as follows:

"2. TERM. The term of this MOU shall become effective June 1, 2011 ("Effective Date") and shall terminate on June 30, 2025, unless the MOU is earlier terminated pursuant to the termination provisions contained herein."

3. Section 3 of the MOU entitled "Use of the Property" is hereby amended as follows:

"3. USE OF THE PROPERTY. The use shall be only to provide parking, at the City's discretion. In no event shall the City's use interfere with the County's use of the Property."

4. Section 12 of the MOU entitled "Termination" is hereby amended as follows:

"12. TERMINATION. This MOU may be terminated at the written request by either party. However, prior to termination, a thirty (30) day written notice to vacate shall first be given to the other party."

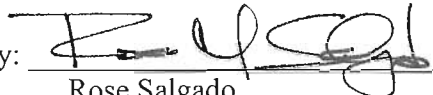
5. All terms and conditions of the MOU, First Amendment and Second Amendment, not inconsistent with this Third Amendment, shall remain in full force and effect and are incorporated herein by this reference as if set forth in full.

IN WITNESS WHEREOF, the parties hereto have caused this Third Amendment to be duly executed on the date and year first written above.

CITY OF RIVERSIDE

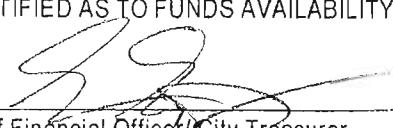
COUNTY OF RIVERSIDE

By: _____
City Manager

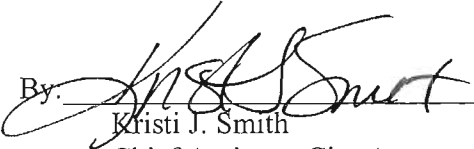
By: 
Rose Salgado
Director of Facilities Management

ATTEST:

By: _____
Colleen J. Nicol
City Clerk

CERTIFIED AS TO FUNDS AVAILABILITY:

BY: _____
Chief Financial Officer/City Treasurer

APPROVED AS TO FORM:

By: 
Kristi J. Smith
Chief Assistant City Attorney