

SECOND AMENDMENT TO LEASE AGREEMENT

2060 UNIVERSITY AVENUE (CESAR CHAVEZ COMMUNITY CENTER)

This Second Amendment to Lease Agreement ("Second Amendment"), is made and entered into this ____ day of _____, 2021, 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, on September 16, 2020, City and Lessee entered into that certain First Amendment to Lease Agreement ("First Amendment") which extended the term of the Lease for the one-year period beginning July 1, 2020 and ending June 30, 2021; and

C. 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 beginning July 1, 2021 and ending June 30, 2022 ("Second Extended Period"); and

C. WHEREAS, as permitted under Paragraph 27 of the Lease, City and Lessee desire to amend by this written Second Amendment the Rent Lessee shall pay to City during the Second 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, 2021 and ending June 30, 2022.

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

"For the extended term period beginning July 1, 2021, and ending June 30, 2022, Lessee shall be required to pay to the City Three Hundred Forty Eight Dollars Thirty Nine Cents (\$348.39) per month, payable to the City of Riverside."

3. All terms and conditions of the Lease not inconsistent with this Second Amendment, and 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: _____

Charles Newman, Ed.D.
Printed Name

Assistant Superintendent
Title

APPROVED AS TO FORM:

By: Elliott Min
Deputy City Attorney