

FIFTH AMENDMENT TO LEASE AGREEMENT

Nati Fuentes Centro de Niños Childcare Center (Bordwell Park – 2010 Martin Luther King Jr. Blvd.)

This Fifth Amendment to Lease Agreement ("Fifth Amendment"), is made and entered into this ____ day of _____, 20____, by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City" or "Lessor"), and CONCILIO CHILD DEVELOPMENT CENTERS, a California non-profit corporation ("Lessee"), with respect to the following facts:

RECITALS

WHEREAS, on November 1, 2016, City and Lessee entered into that certain Lease Agreement ("Lease") for use of the Premises known as the Nati Fuentes Centro de Niños Childcare Center for the purpose of providing a day care facility for families throughout the City; and

WHEREAS, on July 1, 2021, City and Lessee entered into that certain First Amendment to Lease Agreement ("First Amendment") to extend the term of the Lease and increase compensation during the extended term; and

WHEREAS, on June 22, 2022, City and Lessee entered into that Second Amendment to Lease Agreement ("Second Amendment") to extend the term of the Lease and increase compensation during the extended term; and

WHEREAS, on April 27, 2023, City and Lessee entered into that Third Amendment to Lease Agreement ("Third Amendment") to extend the term of the Lease and increase compensation during the extended term; and

WHEREAS, on July 29, 2024, City and Lessee entered into that Fourth Amendment to Lease Agreement ("Fourth Amendment") to extend the term of the Lease and increase compensation during the extended term; and

WHEREAS, the Lease is set to expire June 30, 2025; and

WHEREAS, Paragraph 5 of the Lease states that the Lessee shall have the option to extend the term of the Lease for five (5) separate and consecutive (1) year periods; and

WHEREAS, City and Lessee desire to extend the term of the Lease for the additional one-year period beginning July 1, 2025, and ending June 30, 2026; and

WHEREAS, Paragraph 6 of the Lease states that effective with the first option to extend the Lease term, the rent shall be increased with that option and annually thereafter by 2.5%.

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

1. Per Paragraph 5 of the Lease, Lessee hereby exercises its option to extend the term of the Lease for the one-year period beginning July 1, 2025, and ending June 30, 2026 ("Extended Term").

2. Per Paragraph 6 of the Lease, City and Lessee hereby agree that Lessee shall pay City the following monthly rent for the leased Premises payable in advance on the first day of the month: Two Thousand Seven Hundred Twenty-Six Dollars and Eleven Cents (\$2,726.11).

3. All terms and conditions of the Lease not inconsistent with this Fifth 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 Fifth Amendment to be duly executed on the day and year first above written.

CITY OF RIVERSIDE,
a California charter city and municipal
corporation

CONCILIO CHILD DEVELOPMENT
CENTERS, a California non-profit corporation


By: _____
City Manager

By: Board President Miguel Luñano
Print Name: Miguel Luñano
Title: Board President
(Signature of Board Chair, President, or
Vice President) 

ATTESTED TO:

By: _____
City Clerk

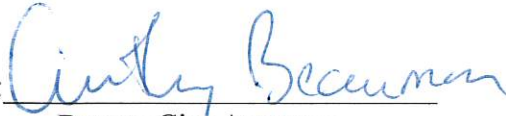
and

By: Board Treasurer 
Print Name: Mayra Whitesell
Title: Board Treasurer
(Signature of Secretary, Assistant Secretary,
CFO, Treasurer, or Assistant Treasurer)

CERTIFIED AS TO AVAILABILITY OF
FUNDS:

By: 
Asst. Chief Financial Officer

APPROVED AS TO FORM:

By: 
Deputy City Attorney

