

SECOND AMENDMENT TO MEMORANDUM OF UNDERSTANDING

RIVERSIDE COUNTY CHILDREN AND FAMILIES COMMISSION

MEAD VALLEY COMMUNITY CENTER

21091 RIDER STREET, PERRIS, CALIFORNIA

THIS SECOND AMENDMENT TO MEMORANDUM OF UNDERSTANDING ("Second Amendment") is made as of _____, 2026, by and between the County of Riverside Facilities Management Department, hereinafter referred to as "FM", or Lessor, and Riverside County Children & Families Commission, hereinafter referred to as "First 5 Riverside County" or Lessee, sometimes collectively referred to herein as the "Parties", pertaining to use of a portion of the premises located at 21091 Rider Street, Perris, CA.

RECITALS

WHEREAS, FM, as Lessor, and First 5 Riverside County, as Lessee, entered into that certain Memorandum of Understanding dated October 1, 2020 ("MOU"), pursuant to which FM agreed to Lease to First 5 Riverside County office space located within the Mead Valley Community Center located at 21091 Rider Street, Perris, CA ("Premises").

WHEREAS, the Parties amended the MOU to extend the term period on April 13, 2023.

WHEREAS, the Parties now desire to amend the MOU to extend the term and adjust the rent.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. Term. Section 4 of the MOU is amended to state:

1 The term of this MOU shall be for three (3) years commencing on October 1, 2026,
2 and expiring on September 30, 2029. Any holding over by First 5 Riverside County
3 after the expiration of said term shall be deemed a month-to-month tenancy upon the
4 same terms and conditions of this MOU.

5 **2. Operating Rent.** Section 2 of the MOU is amended to state:
6 Commencing October 1, 2026, monthly rent payable to Facilities Management Real
7 Estate for the Leased Premises stated herein is Twelve Thousand Six Hundred
8 Twenty Dollars and Twenty-Five cents (\$12,620.25) per month as Operating Rent
9 ("Operating Rent"). Operating Rent is due on the first day of the month, provided,
10 however, in the event of rent for any period during the term hereof which is for less
11 than one full calendar month said rent shall be prorated based upon the actual
12 number of days of said month. Operating Rent includes but is not limited to the
13 estimated costs for all utilities, custodial services, building maintenance and repair,
14 insurance, security and COWCAP (depreciation).

15 **3. Operating Rent Adjustment.** Section 3 of the MOU is amended to state:
16 The total costs associated with the Operating Rent will increase by three percent
17 (3%) annually on each anniversary date.

18 **4. Capitalized Terms/Second Amendment to Prevail.** Unless defined herein or
19 the context requires otherwise, all capitalized terms herein shall have the meaning
20 defined in the MOU, as heretofore amended. The provisions of this Second
21 Amendment shall prevail over any inconsistency or conflicting provisions of the
22 MOU, as heretofore amended, and shall supplement the remaining provisions
23 thereof. Except as modified or supplemented by this Second Amendment, all
24 provisions of the MOU shall remain in full force and effect.

25 **5.** This Second Amendment shall not be binding or consummated until its approval
26 by FM and First 5 Riverside County.

27 SIGNATURES ON FOLLOWING PAGE
28

1 IN WITNESS WHEREOF, the Parties have executed this Second Amendment as of
2 the date first written above.

3
4 Date: _____

5 AGREED TO:

6 **COUNTY OF RIVERSIDE**
7 **FACILITIES MANAGEMENT**

RIVERSIDE COUNTY
CHILDREN & FAMILIES COMMISSION

8
9 By: _____
10 Vincent Yzaguirre
11 Director of Facilities Management

By: _____
Charna Widby
Executive Director

12 APPROVED AS TO FORM:
13 Minh C. Tran
14 County Counsel

15 By: _____
16 Ryan Yabko
17 Deputy County Counsel

By: _____
Kristine Bell-Valdez
Supervising Deputy County Counsel