

SECOND AMENDMENT
TO AGREEMENT FOR THE MANAGEMENT AND OPERATION
OF THE
JANET GOESKE SENIOR CENTER

JANET GOESKE FOUNDATION

THIS SECOND AMENDMENT TO AGREEMENT FOR THE MANAGEMENT AND OPERATION OF THE JANET GOESKE SENIOR CENTER ("Second 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 JANET GOESKE FOUNDATION, a California nonprofit corporation ("Contractor").

RECITALS

A. On or about August 9, 2016, City and Contractor entered into an Agreement for the Management and Operation of the Janet Goeske Senior Center ("Agreement"), pursuant to which the Contractor was to provide programming for seniors at the Janet Goeske Senior Center, and the City was to appropriate funds for operation and maintenance.

B. The Agreement was to expire on June 30, 2018, and on June 22, 2018, City and Contractor entered into a First Amendment to Agreement for the Management and Operation of the Janet Goeske Senior Center to extend the term of the Agreement to June 30, 2020, with an option to extend the Agreement for one (1) additional two-year period upon the mutual agreement of the Parties.

C. Due to the current COVID-19 Pandemic and uncertain financial times, City and Contractor now desire to amend the Agreement to extend the term for one year, to reduce the amount appropriated for operations and maintenance, to revise the project descriptions, and to provide other clarifying information, accordingly.

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

1. Paragraph 2, Term, is hereby amended to extend the term until June 30, 2021.
2. Exhibit "B" of the Agreement is replaced in its entirety with Exhibit "B-1," attached hereto and incorporated herein, and all references to Exhibit B are hereby amended to reference Exhibit "B-1."
3. Paragraph 13, Appropriations, is hereby amended to read as follows:

"13. APPROPRIATIONS: City shall budget and pay Contractor the following appropriation amounts for operations: Sixty-Six Thousand Seven Hundred Ninety-Six Dollars and Nine Cents (\$66,796.09) for quarters one,

two and three, and Sixty-Six Thousand Seven Hundred Ninety-Six Dollars and Twelve Cents (66,796.12) for quarter four; and four payments of Twenty-Four Thousand Eight Hundred Sixty Dollars and Fifty Nine Cents (\$24,860.59) will be paid on a quarterly basis for maintenance. The maintenance expenditures shall be consistent with the terms set forth in Section 3(d) of this Agreement and shall be spent only for specified maintenance and repairs. City shall pay Contractor quarterly, within twenty (20) days of the commencement of each such quarter. The total amount of Appropriations for operations and maintenance shall not exceed Three Hundred Sixty-Six Thousand Six Hundred Twenty-Six Dollars and Seventy-Five Cents (\$366,626.75).”

4. Paragraph 14, Records, is hereby amended to read as follows:

“14. RECORDS: Contractor shall maintain records of its operations and financial activities under this Agreement according to Housing and Community Development Act standards or generally accepted accounting practices, whichever is stricter, retaining those records for no less than three years. All records shall be open to inspection and audit during normal business hours by City, the Department of Housing and Urban Development, and the United States Comptroller General. Contractor shall submit financial statements, prepared by a certified public accountant and approved by the Janet Goeske Financial Board, to the City Manager by the twenty-eighth day of February each year.”

5. All terms and conditions of the original Agreement not inconsistent with this Second Amendment to Agreement for Management and Operation of the Janet Goeske Senior Center shall remain in full force and effect and are incorporated herein by this reference as though set forth in full.

[signature pages on the following page]

IN WITNESS WHEREOF, City and Contractor have caused this Second Amendment to Agreement for Management and Operation of the Janet Goeske Senior Center 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

JANET GOESKE FOUNDATION,
a nonprofit corporation

By: _____
Name: RICHARD L. BENNETT
Its: BOARD CHAIR

By: _____
Name: JELLI TO TYSON STOCKTON
Its: Board Secretary

APPROVED AS TO FORM

By: _____
Lauren Sanchez
Deputy City Attorney

CERTIFIED AS TO FUNDS AVAILABILITY:

BY: _____
Chief Financial Officer / City Treasurer

EXHIBIT B-1

FACILITIES MAINTENANCE PLAN AND RESPONSIBILITY

(Inserted behind this tab)

EXHIBIT B-1

Facility Maintenance Plan & Responsibility- Janet Goeske Senior Center					
Planning Area	Task/Objective	Timescale	Action Required	Responsible Party	Notes & Results of Task
Electrical	Lamp Replacement	As needed	1. Change lamps for all interior light fixtures throughout center, except as noted in the following item.	Center	
	Lamp Replacement	As needed	1. Change lamps for all exterior light fixtures and for all interior light fixtures mounted above 12 feet. (e.g. parking lots, security, patio area, exercise room etc.).	PRCSD	
A/C and Heating	Ballast Replacement	As needed	1. Replace ballast.	PRCSD	
	Annual Inspection and Preventative Maintenance	Annually	1. Perform an annual safety inspection for all interior and exterior electrical fixtures and equipment. 2. Renovate when and as required for code compliance and safety.	PRCSD	Provide a report of inspection to the Center. To be completed by the end of each fiscal year.
Plumbing	Filter Replacement	Monthly	1. Replace Filters.		
	Annual Inspection and Preventative Maintenance	Annually	1. Perform annual A/C and heating inspection, including bathroom fans and provide any repairs/replacements of equipment as necessary.	PRCSD	To be completed by the end of each fiscal year.
Landscape	Annual Inspection and Preventative Maintenance	Annually	1. Clean out and flush all roof drains prior to rainy season. 2. Inspect interior floor drains in kitchen and bathroom areas.	PRCSD Center	PRCSD will place the building on an annual roof debris cleaning rotation.
	Sewage Preventative Maintenance/Backup	Bi-Monthly Service and as Needed	1. Bi-monthly line clearance service for all sewer laterals, as needed.	Center	Center will contract for bi-monthly (every other month) service to ensure less back-ups and damage.
Landscape	Major Plumbing	As Needed	1. Broken fixtures; replacement of sensors; sewer/waste line major repair.	PRCSD	PRCSD will not replace damaged fixtures if due to vandalism.
	Irrigation Mains Irrigation Backflow	As Needed	1. Repair and replace irrigation main lines (i.e., constant pressure lines). 2. Repair and replace backflow.	PRCSD	

EXHIBIT B-1

Facility Maintenance Plan & Responsibility – Janet Goeske Senior Center

Planning Area	Task/Objective	Timescale	Action Required	Responsible Party	Notes & Results of Task
Landscape Cont.	Maintenance	Weekly	<ol style="list-style-type: none"> 1. Perform weekly landscape care. 2. Repair and replace broken sprinkler heads and any PVC lateral lines serving sprinkler heads. 3. Repair or replace irrigation valves. 4. Evaluate trees and perform trimming services. 	Center Center PRCSD PRCSD	
Structural	ADA Compliance	As needed	<ol style="list-style-type: none"> 1. Inspect and maintain facility (interior and exterior) in full compliance with ADA requirements, with update/rehab as needed when requirements change. 	PRCSD	
	Fire Code Inspection	As required by code	<ol style="list-style-type: none"> 1. Maintain facility (interior and exterior) for compliance with all applicable Fire Codes. 	PRCSD	
	Annual Inspection Preventative Maintenance	Annually	<ol style="list-style-type: none"> 1. Perform annual safety inspection. 	PRCSD with Center Management	Provide inspection report to Center by end the end of each fiscal year.
Building-Internal	Maintenance	Daily and as needed	<ol style="list-style-type: none"> 1. Perform daily janitorial services to maintain a clean and safe facility. 2. Interior painting and touch-up painting. 3. Maintain equipment such as icemaker, appliances, etc. 	Center-All	
Photovoltaic	Maintenance	Annually	<ol style="list-style-type: none"> 1. Perform annual pressure washing/cleaning of photovoltaic panels (parking lot.) 2. Inspection at time of cleaning to identify any broken or replacement panels needed. 3. Repair and replace any broken photovoltaic panels as needed. 4. Maintain a clean housing unit room. 	PRCSD PRCSD PRCSD	
Custodial & Waste Management	Janitorial & Trash Removal	Daily and as needed		Center Center	
CALL 311 to communicate needs; follow up with an email to Kyle Raphael Parks Superintendent (kraphael@riversideca.gov)					