

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

JANET GOESKE FOUNDATION

THIS THIRD AMENDMENT TO AGREEMENT FOR THE MANAGEMENT AND OPERATION OF THE JANET GOESKE SENIOR CENTER ("Third 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 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. On September 16, 2020, City and Contractor entered into a Second Amendment to Agreement for the Management and Operation of the Janet Goeske Senior Center to extend the term to June 30, 2021, to reduce the amount appropriated for operations and maintenance, to revise the project descriptions, and to provide other clarifying information.

D. Parties now desire to amend the Agreement to extend the term until June 30, 2022, and to set appropriations for operations and maintenance, 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, 2022.
2. Paragraph 13, Appropriations, is hereby amended to read as follows:

"13. APPROPRIATIONS: City shall budget and pay Contractor the following appropriation amounts: Sixty-Nine Thousand Seven Hundred Eighty-Six Dollars and Ninety-One Cents (\$69,786.91) per quarter for operations and Twenty-Four Thousand Eight Hundred Sixty Dollars and Fifty-Nine Cents (\$24,860.59) per quarter 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 Seventy-Eight Thousand Five Hundred Ninety Dollars (\$378,590).”

3. All terms and conditions of the original Agreement not inconsistent with this Third 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 Third 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 California nonprofit corporation

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

By: _____
Name: Kelli Tyson Stockton
Its: Board Secretary

APPROVED AS TO FORM

By: _____
Deputy City Attorney

Certified as to Availability of Funds:

By: _____
Chief Financial Officer