

**SECOND AMENDMENT TO SERVICE PROVIDER AGREEMENT  
BY AND BETWEEN  
THE CITY OF DESERT HOT SPRINGS  
AND  
MIZELL SENIOR CENTER**

THIS SECOND AMENDMENT TO SERVICE PROVIDER AGREEMENT BY AND BETWEEN THE CITY OF DESERT HOT SPRINGS AND MIZELL SENIOR CENTER (hereinafter, the "Amendment"), is made and entered into as of June 16, 2020, by and between the City of Desert Hot Springs, a municipal corporation, in the County of Riverside, State of California, hereinafter referred to as the "City," and Mizell Senior Center, hereinafter referred to as "Service Provider," with the City and Service Provider sometimes together referred to herein as the "Parties."

**RECITALS**

**WHEREAS**, the Parties previously entered into that certain Service Provider Agreement by and Between the City of Desert Hot Springs and Mizell Senior Center (hereinafter, the "Agreement"), for the City to utilize the services of Service Provider, to perform services in connection with the City's Senior Center; and

**WHEREAS**, the Parties desire to amend the Agreement as provided for herein.

**NOW THEREFORE**, in consideration of the foregoing recitals and other good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

**AGREEMENT**

**Section 1. RECITALS**

The Recitals set forth above are hereby incorporated into this Amendment by this reference, as though fully set forth herein.

**Section 2. DEFINITIONS AND TERMS**

All words, terms and phrases used or referenced in this Amendment, not expressly defined in this Amendment, shall have the same meaning ascribed to them in the Agreement.

**Section 3. TERM**

Section 3 of the Agreement shall be amended to read as follows:

Service Provider shall perform those services set forth in the Scope of Services during the term of this Agreement, which shall be effective as of July 1, 2020, and expire June 30, 2021, with an option for extension up to an additional two (2) one-year terms thereafter at the discretion of the City.

**Section 4.            COMPENSATION**

Section 4 of the Agreement shall be amended to read as follows:

**Section 4.    COMPENSATION**

Service Provider shall be paid compensation not to exceed one hundred fifty-five thousand two hundred ninety one Dollars per year (\$155,291.00) for the services rendered by Service Provider pursuant to this Agreement, in accordance with Exhibit "B", which is incorporated herein.

**Section 5.            EXHIBIT A – SCOPE OF SERVICES.**

Exhibit A to the Agreement, which is the Scope of Services, shall be amended to read as follows:

**Exhibit A**

**SCOPE OF SERVICES**

**Scope of Work**

The Scope of Work as outlined in this proposal is designed to provide high quality programs and services to the senior community of Desert Hot Springs. Building on the core of nutrition services, Mizell Senior Center proposes to provide 3.0 FTE on-site employees and continue developing program services that address the many needs of local seniors. Service include health education and support, information and referral, programs that include varying aspects of social, educational, recreational and exercise to help maintain and improve the health and quality of life of seniors residing in the Desert Hot Springs community.

Additionally, our on-site Senior Center Director, under the supervision of Mizell's Executive Director, designs, develops and implements a schedule of programs that will continue to transform the Desert Hot Springs Senior Center into a community focal point for seniors. Programs and services are designed to increase physical activity, reduce isolation, as well as provide social and recreational opportunities to low-income seniors who may not have any other opportunities to engage with their community. We also envision the continuation of the Volunteer Program for seniors and other community members to become involved and support the general operations of the DHS Senior Center, creating an investment by seniors in their own senior community.

**Operations:**

**Senior Center Hours:** The Desert Hot Springs Senior Center will operate from 8:15am until 4:15pm, Monday through Friday. When operating as a 'Cooling Center' we will work with Community Action Partnership to provide water and snacks for seniors and others who desire to utilize the DHS Senior Center as a 'Cooling Center'.

**Daily On-site Operations:** Mizell currently provides two full-time staff and one two hour per day staff at the DHS Senior Center, totaling 90 hours per week of staff time. Staff include the on-site DHS Senior Center Director (F/T), the Resource Coordinator (F/T) and 25% FTE on-site Program Assistant. Our experience operating the DHS Center informs us that this staffing pattern is no longer adequate for optimal Center operations.

We propose increasing staffing to include three full-time during all hours that the Center is open for business.

Additionally, Mizell provides for the expertise of our Executive Director and Director of Finance – which are utilized to provide operational oversight, new programming and outreach, as well as financial oversight and controls to the operation.

The DHS Senior Center Director is responsible for the daily operations and scheduling of various classes and activities, registration for classes, creation of a regular Center newsletter, and the coordination of the Nutrition Program on-site. The Center Director, in conjunction with the Resource Coordinator, will develop a Volunteer Program for community members to assist in the daily operations of the Center. Additionally, the Director will take the lead in marketing the Center to the local area community and serve as the local contact for area organizations and clubs for utilization of the various meeting rooms.

The Resource Coordinator serves as staff at the reception desk, update information and referral resources, respond to telephone inquiries, collection of any class fees, register individuals for classes and assist in ensuring that class or event requirements are met. This position also works with the Center Director in the implementation of a Volunteer Program that is registered with the County of Riverside RSVP Program and assist in coordinating volunteers.

The Mizell Senior Center Executive Director is the direct supervisor of the Center Director and provides management oversight to the programs and services, ensuring that operations and programs are delivered in a timely and professional manner.

The Mizell Senior Center Director of Finance is responsible for implementing cash handling protocols for any fees or rentals collected at the DHS Senior Center. The Director of Finance also has primary responsibility for regular accounting of personnel expenses and providing a detailed monthly finance report to the DHS City Manager or designee.

### **Desert Hot Springs and Mizell Senior Center**

The relationship between the City of Desert Hot Springs and Mizell Senior Center is established by the accepted Scope of Work and Professional Services Agreement to operate the Desert Hot Springs Senior Center. Upon acceptance of this proposal, the parties will continue to meet and discuss the needs and gaps in services that the City of Desert Hot Springs perceives in the provision of senior services and through the continue to develop the final Scope of Work to be provided under the Professional Services Agreement.

Primary communication regarding the services provided under the Agreement are between the Desert Hot Springs City Manager and the Mizell Senior Center Executive Director. Authorized Desert Hot Springs representatives will also work with the Senior Center Director on any day-to-day issues or questions that may arise. Only designated representatives as established by the parties to the Professional Services Agreement are authorized to communicate regarding the programs and services provided under the established Scope of Work and Professional Services Agreement. This clearly establishes lines of communication and reduces the incidence of miscommunications from any DHS City or Mizell staff that do not have direct responsibilities for the services provided under the Professional Services Agreement.

Mizell Senior Center proposes that the designated Desert Hot Springs representative, Mizell Senior Center Executive Director and the DHS Senior Center Director meet on at least a quarterly basis to discuss any issues or concerns that may arise with either party to the Agreement.

Mizell Senior Center will continue to maintain all necessary books and records, operations manuals, policies and procedures and other documentation required for the operation and provision of services at the Desert Hot Springs Senior Center and to substantiate any invoices or expenses incurred pursuant to the delivery of services. This information is available for inspection upon request of the City of Desert Hot Springs and in regular reports.

Mizell Senior Center will provide notification to the public and on-site at the Center that Desert Hot Springs Senior Center is operated under contract with the City of Desert Hot Springs and that employees are not agents or employees of the City of Desert Hot Springs and will provide contact information for the designated City of Desert Hot Springs representatives under the Professional Services Agreement.

### **Reporting**

Mizell Senior Center will provide regular monthly reports to the Desert Hot Springs City Manager and City Council (if they so desire) that contain the following:

- Total number of congregate meals served on-site and number of unduplicated clients served.
- Monthly DHS Senior Center calendar outlining programs and services offered
- The number of attendees at each program activity
- Evaluations of programs and services provided by program participants
- A report on outreach activities to promote the DHS Senior Center
- A report on facility rental activities, including group(s), date, time and number of attendees
- A financial report provided in accordance with the approved budget

### **DHS Senior Center Event Programming and Supportive Services Required**

Information and Assistance to the Public: Mizell Senior Center will continue to provide a full-time staff person at the front desk (the Resource Coordinator) that answers

questions both by telephone and in-person. Mizell has an extensive information and referral system in place and will utilize those resources with to include additional Desert Hot Springs information. In addition assistance will continue to be provided utilizing Mizell's current resources. These include assistance with the Cal Fresh Program, senior housing resources, HICAP counseling and various other social service programs.

**Facility Operations and the Administration of Rental Agreements with the Public:**

In order to meet the needs of outside groups and provide a community space, Mizell has the capacity to administer building space rental requests. Mizell Senior Center has extensive experience in operating our 14,000 square foot building and bringing in local community groups and associations as public facility space rental users. We utilize the forms and requirements currently used at Mizell, which include room set-up requirements, deposits, insurance requirements, hours of use, deadlines for providing requested information and other details. Mizell has developed a room rental cost schedule to provide rental prospects that information that they require to rent space.

**Outreach to the Community:**

The Mizell Director of Programs will assist in the coordination of community outreach to local religious institutions, community groups, mobile home parks, Chamber of Commerce, and other community organizations. The DHS Senior Center will continue to be responsible for day-to-day outreach on-site and in the local community. Additionally, a monthly calendar with regular class schedules, special events and program information is distributed at the DHS Senior Center, online and throughout the community.

**Activities:**

**Meals on Wheels:** Mizell Senior Center is the Riverside County Office on Aging contracted Meals on Wheels provider for the entire Coachella Valley – including Desert Hot Springs. Information concerning all aspects of the MOW Program is available at the DHS Senior Center to promote the program to those in need. Mizell has expanded the basic service to include the daily delivery of freshly prepared meals, daily wellness checks and trained delivery drivers who are CPR certified and trained to recognize elder abuse through trainings with Riverside County Adult Protective Services. Mizell provides regular outreach and information about Meals on Wheels to the community and are able to respond to requests within 24 hours.

**Congregate Meals:** Mizell Senior Center, through the Meals on Wheels contract with the Riverside County Office on Aging, provides a daily Congregate Meal Program at the DHS Senior Center, serving between 30 – 55 meals each day, five days per week.

**Free Farmer's Market:** Mizell Senior Center, working with our partners at FIND Food Bank, provides a weekly Senior Farmer's Market, offering fresh produce to the senior participants at no cost. Additionally, Mizell has implemented a senior breakfast program serving coffee, tea, juices, yogurt, cereal and baked goods beginning at the 8:30am Center opening.

**Games and Activities:** Mizell offers a wide menu of games and activities for members and visitors who wish to participate, such as: Mah Jongg, Bingo, and a variety of card games. All of these opportunities are intended to provide opportunities for seniors to involve themselves in brain health activities.

Wii Bowling: Every summer Coachella Valley senior centers participate in a friendly valley-wide Wii Bowling Competition. Wii Bowling is an activity that supports socialization, exercise and movement and is a genuinely fun activity.

Additionally various arts and crafts classes are available to the members and visitors of the Desert Hot Springs Senior Center. An example of these classes and activities include a knitting circle, crochet and an art studio.

Utilizing our network of resources we offer and coordinate a number of additional services, including HICAP Counseling, and annual flu shot program coordinated with Desert Regional Medical Center, exercise classes (utilizing our instructors for yoga, balance classes, and our valley-wide evidence based program A Matter of Balance. With the support of current providers and community partners we provide legal services, tax preparation services and additional nutrition services.

**Section 5. EXHIBIT B – BUDGET.**

Exhibit B to the Agreement, shall be added to read as follows:

**Exhibit B**

**2020-2021 ANNUAL BUDGET AND BUDGET NARRATIVE**

The budget included with this proposal is designed to increase the hours of service at the Desert Hot Springs Senior Center, maintain – and potentially increase – the number and quality of programs and services, engage the community of Desert Hot Springs through educational and outreach about senior center programs and services and provide sufficient staffing for day-to-day operations.

Accordingly, our proposed budget reflects the maintenance of the operating hours, full-time staffing and a professional team management approach. We are guaranteeing the Congregate Meal Program (funded via a source separate from this proposal), as well as providing a morning breakfast and other nutritional programs to increase attendance and meet the nutritional needs of a predominantly low-income senior population in Desert Hot Springs.

This proposal promotes healthy nutrition, wellness, social and recreational activities and continues to position the Desert Hot Springs Senior Center as a dynamic and fully functioning resource center for the growing senior community.

**ANNUAL BUDGET (July 1, 2020 – June 30,2021)**

**Income**

Memberships	\$1,650
Donations (includes sponsorships)	\$1,400
Room Rentals	\$7,000
Programs	\$3,500
Thrift Store	\$2,400
Snacks & Coffee	\$2,500
City of Desert Hot Springs	\$136,841
<b><u>Total Income</u></b>	<b><u>\$155,291</u></b>

**Program Salaries and Benefits**

DHS Senior Center Director	\$38,480	1.0 FTE	\$18.50 /hr.
Resource Coordinator	\$30,160	1.0 FTE	\$14.50 /hr.
Program Assistant	\$27,040	1.0 FTE	\$13.00 /hr.
<b><u>Salary Subtotal</u></b>	<b><u>\$95,680</u></b>		
Taxes/Benefits @ 23%	\$22,006		
<b><u>Total Salary &amp; Benefits</u></b>	<b><u>\$117,686</u></b>		

**Operating Expenses**

Equipment/Program Instructors	\$8,050
Supplemental Food Supplies	\$2,200
Office Supplies	\$900
Equipment Repair/Maintenance	\$600
Special Events	\$2,400
Refreshments	\$3,200
<b><u>Subtotal Operating Expenses</u></b>	<b><u>\$17,350</u></b>

**Total Salaries/Benefits & Operating Expenses** **\$135,036**

Administrative Overhead (15%) \$20,255

**Total Expenses** **\$155,291**

**Budget Narrative**

**Income:**

Desert Hot Springs Senior Center income is derived from a variety of sources that are outlined above.

**Expenses:**

**DHS Center Director:** This is a full-time position paid at the rate of \$18.50 per hour. This is an increase of \$2.50 per hour over the current hourly rate. The staff person performing in this role has been in place since the very beginning of Mizell's involvement with the Desert Hot Springs Senior Center and is a major reason for the Center's success.

The DHS Center Director is responsible for the day-to-day operation and scheduling of various classes and activities, registration for classes, collecting fees and coordinating the nutrition services delivered on-site. The Center Director, working in collaboration with the Resource Coordinator, develops and implements a volunteer program designed to involve community members in the daily operation of the Center. Additionally, the Center Director assists in the marketing of the Senior Center to the local community and serves as the primary contact for area organizations and clubs for rental space.

**Resource Coordinator:** This is a full-time position paid at the rate of \$14.50 per hour. This is an increase of \$1.50 per hour over the current hourly rate.

The Resource Coordinator serves as the primary staff at the front reception desk, updates information regarding information and referral resources, responds to telephone and email inquiries, registers individuals for classes and events, and assists in ensuring that class or event requirements are met in terms of room set-up. This position also implements the volunteer program that is registered with the County of Riverside RSVP program and assists in coordinating volunteers.

**Program Assistant:** This is a full-time position paid at the rate of \$13.00 per hour. This position is currently a two hour per day position, which is insufficient to perform the duties necessary. We propose increasing this position to full-time.

**Benefits @ 23%:** This amount represents the employer share of payroll taxes, unemployment insurance, Worker's Compensation and various health benefits.



**Supplemental Food Supplies:** Food for supplemental breakfast service. Food service supplies, such as plates, napkins, cutlery, cups and related items.

**Office Supplies:** Paper, copier toner and printer toner, pens, tape and general office supplies.

**Equipment Repair/Maintenance:** Repair and maintenance of office equipment, including administrative computers, copy machines and contracted IT support.

**Special Events:** The DHS Senior Center hosts a myriad of special events throughout the year. These include: the Talent Show, Annual Spring Dance, the Annual Holiday Party and the DHS Festival of Lights.

**Refreshments:** Coffee, tea, water and related supplies, including creamer, sweetner, cups and napkins.

**Administrative Overhead (15%):** Includes staff supervision, fiscal operations, audit, payroll processing, staff mileage, general liability insurance and related items.

## **Section 7. COUNTERPARTS**

This Amendment may be executed in several counterparts, each of which shall be deemed to be an original and shall constitute one and the same instrument and shall become binding upon the Parties when at least a copy hereof shall have been signed by the Parties hereto.

## **Section 8. CONFLICTS**

In the event there exists any conflicts between the terms of this Amendment and the Agreement, the terms of this Amendment shall be superseding.

## **Section `9. REMAINING PROVISIONS**

All other remaining terms and conditions of the Agreement shall remain unchanged.

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**IN WITNESS WHEREOF**, the Parties hereto have caused this Amendment to be executed as of the date first written above.

**CITY OF DESERT HOT SPRINGS**

**MIZELL SENIOR CENTER**

\_\_\_\_\_  
Charles L. Maynard

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**ATTEST:**

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Jerryl Soriano, City Clerk

**APPROVED AS TO FORM:**

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Jennifer Mizrahi, City Attorney