



APPROVAL OF AMENDMENT NO. 4 TO  
THE AGREEMENT WITH HORIZON  
CROSS CULTURAL CENTER  
FOR TRANSPORTATION SERVICES  
Page 2  
June 24, 2014

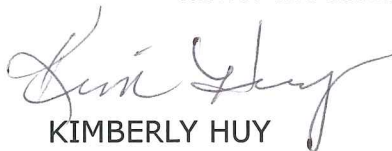
FINANCIAL IMPACT

Funding for the transportation services provided by this Agreement is split among the City, OCTA, and Community SeniorServ. The City is required to provide a 20 percent match to the OCTA grant funding. The match will consist of an in-kind match of staff services that is budgeted in the General Fund.

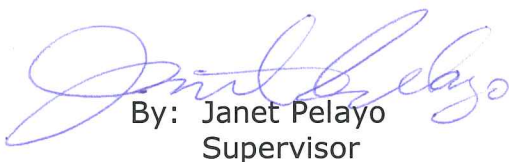
RECOMMENDATION

It is recommended that the City Council:

- Approve Amendment No. 4 to the Agreement with Horizon Cross Cultural Center for transportation services for the City's Senior Mobility Program (SMP) at the H. Louis Lake Senior Center until the Request for Proposal for the Senior Mobility Program is completed; and
- Authorize the City Manager to sign the Amendment, including making minor modifications, as appropriate and necessary.



KIMBERLY HUY  
Director



By: Janet Pelayo  
Supervisor

Attachment: Amendment No. 4 to the Agreement

**Recommended for Approval**



Matthew Fertal  
City Manager

**CITY OF GARDEN GROVE**

**AMENDMENT NO. 4**

**To: Horizon Cross Cultural Center**

This Amendment No. 4 to provide transportation services for the City of Garden Grove Senior Mobility Program and is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2014, by and between the **City of Garden Grove**, hereinafter referred to as "CITY", and **Horizon Cross Cultural Center**, formerly known as St. Anselm's Cross Cultural Community Center, hereinafter referred to as "CONTRACTOR".

**RECITALS**

WHEREAS, Contractor and CITY entered into the Professional Services Agreement with St. Anselm's Cross Cultural Community Center, effective **July 14, 2009**, (the "Existing Contract").

WHEREAS, on June 28, 2011, CITY and CONTRACTOR entered into Amendment No. 1 to the Existing Contract, extending the Existing Contract through June 30, 2012;

WHEREAS, on June 26, 2012, CITY and CONTRACTOR entered into Amendment No. 2 to the Existing Contract, extending the Existing Contract through June 30, 2013;

WHEREAS, on June 25, 2013, CITY and CONTRACTOR entered into Amendment No. 3 to the Existing Contract, extending the Existing Contract through June 30, 2014, and acknowledging the name change of CONTRACTOR from St. Anselm's Cross Cultural Community Center to Horizon Cross Cultural Center;

WHEREAS, CITY is in the midst of a request for proposals process for the selection of a provider for future transportation services for the CITY's Senior Mobility Program;

WHEREAS, CITY is unlikely to be able to complete the request for proposals process and enter into a new contract for such transportation services prior to the current termination date of the Existing Contract;

WHEREAS, CITY and CONTRACTOR are willing to extend the Existing Contract, on an interim basis, in order to allow CITY time to complete the request for proposals process and to enter into a new contract for the transportation services;

WHEREAS, CONTRACTOR is willing to provide the transportation services on an interim basis in accordance with the current compensation rates provided in the Existing Contract, as amended; and

WHEREAS, CITY and CONTRACTOR desire to extend, on an interim basis, the Existing Contract, as amended, as provided herein."

**AMENDMENT TO AGREEMENT**

Now, therefore, it is mutually agreed, by and between the parties as follows:

Section 1, Term and Termination - shall be extended to read in its entirety as follows:

The term of the Existing Contract, as amended, shall be extended, on an interim basis, pending completion of the CITY's request for proposals process for transportation services for the CITY's Senior Mobility Program and until a new CITY contract for such services becomes effective. Either Party hereto may terminate this agreement, without cause, by providing ten (10) days written notice of termination to the other Party.

The parties acknowledge and agree that:

- (1) The Recitals set forth above are incorporated into and made a part of this Amendment No. 4, and

Except as expressly amended hereby, the Existing Contract effective July 14, 2009, as amended, shall remain in full force and effect as originally executed.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 4 to the Existing Contract to be executed by their respective officers duly authorized on the date first written above.

Date: \_\_\_\_\_

"CITY"  
CITY OF GARDEN GROVE

By: \_\_\_\_\_  
City Manager

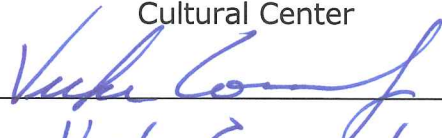
ATTESTED:

\_\_\_\_\_  
City Clerk

Date: \_\_\_\_\_

"CONTRACTOR"

Horizon Cross  
Cultural Center

By:   
Name: Vicki Connelly  
Title: CEO  
Date: 6/16/14

If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to CITY.

APPROVED AS TO FORM:



Garden Grove City Attorney

Date 6/18/14