

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Matthew Fertal

From: Kimberly Huy

Dept.: City Manager

Dept.: Community Services

Subject: AMENDMENT TO ST. ANSELM'S
CROSS CULTURAL COMMUNITY
CENTER FOR TRANSPORTATION
SERVICES

Date: June 28, 2011

OBJECTIVE

To request City Council authorization to amend the Agreement with St. Anselm's Cross Cultural Community Center for transportation services for the H. Louis Lake Senior Center Senior Mobility Program.

BACKGROUND

On July 14, 2009, City Council approved a three-year Agreement with St. Anselm's Cross Cultural Community Center to provide transportation services for the Senior Mobility Program for the H. Louis Lake Senior Center. The transportation services were split funded through the Orange County Transportation Authority, the Office on Aging and the City of Garden Grove for two (2) twelve-month periods beginning July 2009, and ending June 2011.

DISCUSSION

Funding for transportation services for the City's Senior Mobility Program at the H. Louis Lake Senior Center will expire on June 30, 2011. On May 24, 2011, City Council approved an Agreement with the Orange County Transportation Authority (OCTA) to grant fund the City's Senior Mobility Program for the H. Louis Lake Senior Center for an additional three (3) twelve-month periods beginning July 2011 through June 2014. The total grant funding provided by OCTA for each year is \$183,225. Additionally, staff anticipates receiving an additional \$18,975 in grant funding from Community Senior Serv for transportation services during fiscal year 2011-2012.

The current Agreement with St. Anselm's Cross Cultural Community Center will need to be amended to include the new funding amounts of \$202,200 for transportation services to be provided beginning July 2011.

FINANCIAL IMPACT

Funding for the transportation services provided by this Agreement is split between the City, OCTA and Community Senior Serv. OCTA will provide \$183,225 for all three twelve-month periods, beginning FY 2011-2012 through FY 2013-2014. Community Senior Serv will provide \$18,975 during FY 2011-2012, with the option to extend grant funding for additional years. The City is required to provide a 20 percent match, a total of \$36,645, which can be in-kind or financial. The match will consist of an in-kind match of \$36,645 in staff salaries budgeted in the General Fund.

RECOMMENDATION

It is recommended that the City Council:

- Approve the attached Amendment to the Agreement with St. Anselm's Cross Cultural Community Center for transportation services for the City's Senior Mobility Program at the H. Louis Lake Senior Center; and
- Authorize the City Manager to sign and execute the Agreement.


KIMBERLY HUY
Director


By: Janet Pelayo
Supervisor

Attachment: Amendment to the Agreement between St. Anselm's Cross Cultural Community Center and the City of Garden Grove

Recommended for Approval


Matthew Fertal
City Manager

**CITY OF GARDEN GROVE
AMENDMENT NO. 1**

To: St. Anselm's Cross Cultural Community Center

This Amendment No. 1 to provide transportation services for the City of Garden Grove Senior Mobility Program and is made and entered into this ____ day of _____ 2011, by and between the **City of Garden Grove**, hereinafter referred to as "CITY", and **St. Anselm's Cross Cultural Community Center**, hereinafter referred to as "CONTRACTOR".

WHEREAS, CONTRACTOR and CITY entered into the Professional Services Agreement, effective **July 14, 2009** (the "Agreement"), and

WHEREAS, CONTRACTOR and CITY desire to amend the Agreement as provided herein.

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

Section 2.0, Services to be Provided – shall be amended to read as follows:

The services to be performed by CONTRACTOR shall consist of tasks as set forth in the Proposal attached to the original Agreement as modified by Exhibit "A" hereto. Exhibit "A" is incorporated herein by reference. In addition to funding provided by the Orange County Transportation Authority, the Community Senior Serv. is now a funding source for the services provided herein. CONTRACTOR agrees to comply with the terms set forth in the Agreement between CITY and Community Senior Serv. This Agreement does not guarantee any specific amount of work to CONTRACTOR and is subject to funding allocated to CITY by the Orange County Transportation Authority and Community Senior Serv.

Section 3, Subsections 3.1(a-c), Amount – shall be amended to read as follows:

Total Compensation for each remaining fiscal year of the Agreement shall not exceed (NTE) two hundred two thousand and two hundred dollars (\$202,200) payable in arrears and in accordance with the Proposal and hourly rate in Attachment B to the Agreement. Maximum compensation may exceed the amount set forth herein only if the CITY receives additional grant funding in the excess of the amounts stated above. In such circumstances the CONTRACTOR may provide additional services upon receipt of written authorization from the Community Services Director.

Section 4, Insurance Requirements – shall be amended to insert the following before Subsection 4.1:

The CITY's Finance Director may in the exercise of his reasonable discretion modify the following insurance requirements applicable to CONTRACTOR.

Section 4, Subsection 4.3(a), Insurance Amounts – shall be amended to read as follows:

(a) Commercial general liability in an amount of \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

Section 4, Subsection 4.3(c) and (d) – shall be added immediately following Subsection 4.3(b) as follows:

(c) Employee's Liability with minimum limits of \$1,000,000; and

(d) Professional Liability with minimum limits of \$1,000,000 per claim.

Except as expressly amended hereby, the Agreement shall remain in full force and effect as originally executed.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 1 to the Agreement 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"
**St. Anselm's Cross Cultural
Community Center**

By: Vicki Connelly

Name: Vicki Connelly

Title: Executive Director

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:

[Signature]
Garden Grove City Attorney

6/23/11
Date

(EXHIBIT A)
City of Garden Grove Senior Mobility Program

1. The City of Garden Grove (CITY) will receive funding from the Orange County Transportation Authority (OCTA) and Community Senior Serv to provide transportation services for seniors 60 years and older throughout Garden Grove and neighboring cities.
2. The contracted vendor will perform maintenance of all vehicles used in the SMP, including at a minimum:
 - Daily Pre-Operation inspections that meet or exceed the guidelines provided in the attached Pre-Operation Inspection & Defect Report (*Attachment 1*).
 - Scheduled preventative maintenance that meets or exceeds the guidelines provided in the SMP P.M. Checklist (*Attachment 2*). This includes the maintenance of all accessibility features of the vehicles and the PM Transmission Check List.
3. The contracted vendor will provide all service information requested by City in order to complete the monthly reports to OCTA and Community Senior Serv, which include a monthly and fiscal year-to-date summary of service and expenditures.

Attachment 1 Pre- Operation Inspection & Defect Report

Bus/Van No. _____ Date: _____

Federal Regulations state that no motor vehicle carrying passengers for hire shall be driven unless the owner has determined that the following parts and accessories are in good working order. Each driver is required to submit a signed written report daily for each coach driven.

1st Driver: _____

Miles Finish _____ Miles Start _____ Miles Elapsed _____

No Defects ☐ Defects ☐ Signature _____

2nd Driver: _____

Miles Finish _____ Miles Start _____ Miles Elapsed _____

No Defects ☐ Defects ☐ Signature _____

3rd Driver: _____

Miles Finish _____ Miles Start _____ Miles Elapsed _____

No Defects ☐ Defects ☐ Signature _____

PREOPERATIONS INSPECTIONS

Indicate with an (x) that each item has been checked

AM/PM	AM/PM
<input type="checkbox"/> Tires/Lug Nuts (wheels & rims)	<input type="checkbox"/> Emergency Reflectors
<input type="checkbox"/> Motor/Guard	<input type="checkbox"/> Turn Signal Switch/Horn
<input type="checkbox"/> Air System	<input type="checkbox"/> First Aid Kit
<input type="checkbox"/> Lights/Reflectors	<input type="checkbox"/> Radio
<input type="checkbox"/> Wheelchair Lifts	<input type="checkbox"/> Driver's Seat/Belt
<input type="checkbox"/> Wheelchair Lift Cover	<input type="checkbox"/> Door Interlock
<input type="checkbox"/> Mirrors	<input type="checkbox"/> W/C Tie Down Straps
<input type="checkbox"/> Windshield Wipers/Washers	<input type="checkbox"/> Manual Lift Bar
<input type="checkbox"/> Fire Extinguisher	<input type="checkbox"/> Conduct Walk Around
<input type="checkbox"/> Steering Mechanism	<input type="checkbox"/> Parking/Brakes/Service Brakes

DEFECTS. Indicate with an (x) defective items only. (Explain in Detail)

BRAKES	RETARDER	ENGINE
<input type="checkbox"/> Brake Fluid Leaks	<input type="checkbox"/> Light On	<input type="checkbox"/> Hot Engine/Water Leaks
<input type="checkbox"/> Soft/Hard	<input type="checkbox"/> Brakes Not Applied	<input type="checkbox"/> Low Oil/Oil Leaks
<input type="checkbox"/> Pull to L/R	<input type="checkbox"/> Light On	<input type="checkbox"/> Starts Hard
<input type="checkbox"/> Dragging	<input type="checkbox"/> Brakes Applied	<input type="checkbox"/> No Power/Eng. Ck. Light
<input type="checkbox"/> Smoking	<input type="checkbox"/> Bus Stopped	<input type="checkbox"/> Smokes
<input type="checkbox"/> Emergency Brake	<input type="checkbox"/> Light Not On	<input type="checkbox"/> Idles Rough/Vibration
<input type="checkbox"/> Other - explain	<input type="checkbox"/> Brakes Applied	<input type="checkbox"/> Exhaust/Vacuum Leaks
	<input type="checkbox"/> Bus Moving	<input type="checkbox"/> Fuel Leaks/LPG/Gas
		<input type="checkbox"/> Other - explain

TIRES/WHEELS

<input type="checkbox"/> Flat	<input type="checkbox"/> AC & HEATING
<input type="checkbox"/> Embedded Object	<input type="checkbox"/> Off
<input type="checkbox"/> Cut	<input type="checkbox"/> Too Cold/Hot
<input type="checkbox"/> Smooth/Cord	<input type="checkbox"/> Defroster Defect
<input type="checkbox"/> L F R R R R R R R R R R	<input type="checkbox"/> Ventilation (Blowers)
<input type="checkbox"/> Loose Missing Lugs	<input type="checkbox"/> Fumes
<input type="checkbox"/> Other - explain	<input type="checkbox"/> Other - explain

LIGHTS

<input type="checkbox"/> Interior
<input type="checkbox"/> Exterior
<input type="checkbox"/> Location

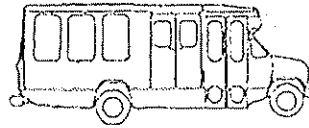
VEHICLE CLEANLINESS

<input type="checkbox"/> Interior	<input type="checkbox"/> ENTRANCE/EXIT DOORS
<input type="checkbox"/> Exterior	<input type="checkbox"/> WINDOWS
<input type="checkbox"/> Floor	<input type="checkbox"/> Slow
<input type="checkbox"/> Windows	<input type="checkbox"/> Inoperative
<input type="checkbox"/> Seat Condition	<input type="checkbox"/> Leaks Air
<input type="checkbox"/> Explain	<input type="checkbox"/> Excessive Play
	<input type="checkbox"/> Other - explain
	<input type="checkbox"/> Emergency Releases
	<input type="checkbox"/> WHEELCHAIR LIFT
	<input type="checkbox"/> Will Not Fold Out
	<input type="checkbox"/> Will Not Lower/Raise
	<input type="checkbox"/> No Restraint Down/Up
	<input type="checkbox"/> Lift Will Not Fold Into Bus

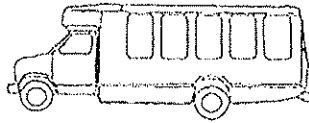
RADIO _____ Seats _____ Handrails _____ Modesty Panels _____

BODY DAMAGE:

Circle and describe any damage to a bus on diagram of front/rear and two side views



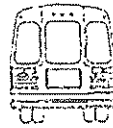
Description _____



Description _____



Description _____



Description _____

OPERATOR(S):

IMPORTANT! Help expedite repairs by providing necessary information regarding defects! Please print

REPAIRS MADE:

ALL ITEMS COMPLETED - BUS SERVICED AND RELEASED:

Supervisor's Signature _____

Date _____

Senior Mobility P.M. Check List

Date	Bus#	TERMINAL	workorder#	Current Mileage
				Last inspection miles
				Miles between

A. Employee must check off all boxes/ Note all discrepancies on reverse side

B. Check files and open workorders

C. Interior

	ok	rep req
1	Entry door operation and seals	
2	Temperature and oil warning devices	
3	Neutral safety system	
4	Horn, gauges and dash lights	
5	Heater, defroster and fan	
6	Windshield wipers and washer	
7	Indicator lights	
8	Throttle operation	
9	Steering free play _____ in.	
10	Applied and unapplied brake test for vacuum loss	
11	Interior lights	
12	Windshield and window glass condition	
13	Window mechanism and seals	
14	Seat condition	
15	Interior body, floor and slantions	
16	Fire extinguisher date and bracket	
17	Road warning devices	
18	First aid kits	
19	Emergency exits operation, warning devices and signs	
20	Interior clean	
21	Back up alarm	

D. Exterior

	ok	rep req
1	All exterior lights and signals	
2	Mirror condition and mounting	
3	Record body damage	
4	Bumper bolts	
5	Paint lettering and appearance	
6	Emergency exits	
7	Axle flange and lug nuts, oil hubs	
8	Tire side wall condition, cracked wheels, valve stem	
	Valve stem cap, alignment of rear duels	
9	Tread depth	
	LF _____ RF _____ LRO _____	
	LRI _____ RRO _____ RRI _____	
10	Tire inflation: Record and inflate	
	LF _____ RF _____ LRO _____	
	LRI _____ RRO _____ RRI _____	

E. Under hood

	ok	rep req
1	Check for visible leakage	
2	Engine oil level	
3	Transmission fluid level and condition	
4	Brake fluid	
5	Power steering fluid	
6	Check all belts	
7	Component and accessory mounting	
8	Check all hoses and routing	
9	Coolant level and protection _____ c/f _____ ph	
10	Pressure test cooling system	
11	Water pump and fan clutch play	
12	Air filter condition - check restriction gauge	
13	Check exhaust system	
14	Battery fluid level and mounting	
15	Clean battery and connections	
16	Drain fuel/water separator	

F. Under Bus

	ok	rep req
1	Kingpin and wheel bearing play	
2	Tire wear, condition and matching	
3	Leakage at backing plates and wheel seals	
4	Steering box, mounting, leakage, looseness and leaks	
5	Front shocks and mounting	
6	Front springs, bushings	
7	Engine leaks, lines, filters, hoses and engine mounts	
8	Starter and connections	
9	Exhaust system and mounting	
10	Transmission mounted parking brake	
11	Transmission leaks	
12	Output shaft play	
13	Driveshaft guard, U joints and retarder	
14	Body hold downs and insulators	
15	Wiring along frame	
16	Differential leaks, fluid level	
17	Pinion play	
18	Breather vent	
19	Rear shocks and mounting	
20	Rear springs, bushings and U bolts	
21	Leakage at backing plates and wheel seals	
22	Fuel tank straps and lines	
23	Tail pipe hangers	
24	Lube entire chassis	
25	Check drag link, tie rods and idler arms	

D. Brakes

D. Lift Inspection

H. Roadtest

1. Note repairs needed

Signature of Supervisor

6,000 miles- inspection/oil change
30,000 Transmission service
60,000 Differential service