

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Matthew Fertal	From:	Kimberly Huy
Dept:	City Manager	Dept:	Community Services
Subject:	AGREEMENT WITH COMMUNITY SENIORSERV FOR TRANSPORTATION SERVICES AT THE H. LOUIS LAKE SENIOR CENTER		
		Date:	August 9, 2011

OBJECTIVE

To obtain City Council approval for the Agreement with Community SeniorServ for grant funding for transportation services at the H. Louis Lake Senior Center.

BACKGROUND

In April 2011, the Community SeniorServ agency based in Orange County was awarded grant funding from the Office on Aging for Title III Nutrition Transportation funding to provide transportation services for senior nutritional programs throughout Orange County. The City has been notified that the H. Louis Lake Senior Center is eligible to receive grant funding for said transportation services.

DISCUSSION

Attached is a one (1) year Agreement with Community SeniorServ and the City of Garden Grove for transportation funding to be used for the H. Louis Lake Senior Center Nutrition Program. The total grant funding for FY 2011-2012 is \$24,012, with options to extend the Agreement through June 30, 2014. These services will be offered as part of the Agreement with St. Anselm's Cross Cultural Community Center.

FINANCIAL IMPACT


Funding for transportation services would be divided between the City and Community SeniorServ. Community SeniorServ will provide \$24,012 for FY 2011-2012, with the option to extend through FY 2013-2014. The City is required to provide a 20 percent match; a total of \$4,802.40, which is available through existing operating expenses budgeted in the General Fund.

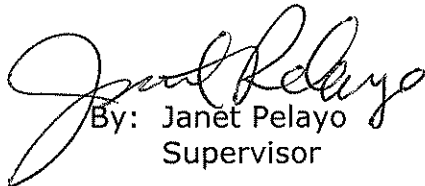
AGREEMENT WITH COMMUNITY
SENIORSERV FOR TRANSPORTATION
SERVICES AT THE H. LOUIS LAKE
SENIOR CENTER
August 9, 2011
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RECOMMENDATION

It is recommended that the City Council:

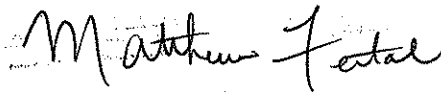
- Approve the attached Agreement with the Community SeniorServ for transportation services funding at the H. Louis Lake Senior Center, in the amount of \$24,012 for a one-year period; and
- Authorize the City Manager to execute the Agreement, and any subsequent extensions to the Agreement through FY 2013-2014, including any minor modifications thereto.


KIMBERLY HUY
Director


By: Janet Pelayo
Supervisor

Attachment: Agreement between Community SeniorServ and City of Garden Grove

Approved for Agenda Listing


Matthew Feral
City Manager

COOPERATIVE
AGREEMENT
BETWEEN
COMMUNITY SENIORSERV
NUTRITION TRANSPORTATION
PROGRAM

And the

CITY OF
Garden Grove
(6/10/11)

COOPERATIVE AGREEMENT

BETWEEN

COMMUNITY SENIORSERV

AND

THE CITY OF Garden Grove

FOR THE NUTRITION TRANSPORTATION PROGRAM

THIS "Agreement" is made and entered into this ____ day of ____, 2011, by and between the Community SeniorServ, a non-profit corporation of the State of California (hereinafter referred to as "AUTHORITY"), and the City of Garden Grove (hereinafter referred to as "CITY").

RECITALS

WHEREAS, AUTHORITY has been retained by the Office on Aging (OoA) to act as a funding agency for Title III Nutrition Transportation "Funds".

WHEREAS, CITY is a participant in the OoA senior nutritional program and desirous of obtaining Funds for transportation services for qualified seniors of the CITY; and

WHEREAS, AUTHORITY and CITY jointly wish to expand the senior transportation services available by looking at alternative methods of providing transportation services to qualified seniors.

WHEREAS, AUTHORITY shall only be financially liable to the participating agencies to the extent of Funds allotted to the AUTHORITY by the OoA for this specific program; If OoA reduces or increases Funds during contracted period AUTHORITY will contact the CITY within 30 days of the changes.

NOW, THEREFORE, it is mutually understood and agreed by AUTHORITY and CITY as follows:

ARTICLE 1. COMPLETE AGREEMENT

A. This Agreement, including all exhibits and documents incorporated herein and made applicable by reference, constitutes the complete and exclusive statement of the term(s) and condition(s) of the Agreement between AUTHORITY and CITY and supersedes all prior representations, understandings and communications. The invalidity in whole or in part of any

term or condition of this Agreement shall not affect the validity of other term(s) or condition(s) of the Agreement.

B. AUTHORITY's failure to insist in any one or more instances upon CITY's performance of any term(s) or condition(s) of this Agreement shall not be construed as a waiver or relinquishment of AUTHORITY's right to such performance or to future performance of such term(s) or condition(s) and CITY's obligation in respect thereto shall continue in full force and effect. Changes to any portion of this Agreement shall not be binding upon AUTHORITY except when specifically confirmed in writing by an authorized representative of AUTHORITY by way of a written amendment to this Agreement and issued in accordance with the provisions of this Agreement.

ARTICLE 2. RESPONSIBILITIES OF THE AUTHORITY:

A. AUTHORITY agrees to provide Funds in the amount of ~~\$24,012~~ For the time period of July 1, 2011 through June 30, 2012 for the senior transportation program using funds obtained from the Older Americans Act as allocated by Orange County's OoA, and Article 4.5 of the State of California Transportation Development Act.

B. The funding levels are determined each year based on changes in senior population. Annual allocations will be supplied by OoA.

C. The AUTHORITY will reallocate monies from cities not participating or under participating based on criteria that AUTHORITY determines will best serve the senior community.

D. AUTHORITY will administer and coordinate the Nutrition Transportation Program Funds with the OoA.

E. AUTHORITY will reimburse the CITY within 30 days of receiving the CITY'S monthly billing and reporting.

ARTICLE 3. RESPONSIBILITIES OF CITY:

A. CITY agrees that all Funds received from AUTHORITY as specified in Article 2A above will be used exclusively for providing accessible senior nutrition transportation services. CITY agrees to provide a twenty percent (20%) match of funds provided by AUTHORITY. CITY's match must consist of cash or the cash equivalent in service trips at a rate of \$13.89 per trip. CITY'S Match is ~~\$4,802.40~~ for July 1, 2011 through June 30, 2012.

B. CITY agrees to bill the AUTHORITY monthly for the Funds and provide AUTHORITY with monthly summary reports based on the requirements of the OoA. CITY shall submit the "Billing and Monthly Summary Report" the first business day after the close of the month. The AUTHORITY will reimburse the CITY at \$13.89 per trip not to exceed 1/12 of the amounts received in Article 2A. See Attachment A for the Billing and Monthly Summary Report" to be used each month by the CITY.

C. CITY agrees to maintain existing transportation to congregate meal program. CITY may contract with a third party service provider to provide senior transportation services provided in this contract.

D. CITY shall procure and maintain primary insurance coverage during the entire term of this Agreement. Coverage shall be full coverage or subject to self-insurance provisions with approval by AUTHORITY. CITY shall provide the following insurance coverage:

1. Commercial General Liability, to include Products/Completed Operations, Independent Contractors', Contractual Liability, and Personal Injury Liability with a minimum of \$1,000,000 of coverage per occurrence and \$2,000,000 aggregate.

2. Automobile Liability Insurance with a minimum of \$1,000,000 combined single limits; for bodily Injury and Property Damage;

3. Workers' Compensation with limits as required by the State of California;

4. Employers' Liability with limits of a minimum of \$1,000,000; and

Proof of such coverage, in the form of an insurance company issued policy endorsement and a broker issued insurance certificate, must be received by AUTHORITY prior to commencement of any transportation services. Proof of insurance coverage must be received by AUTHORITY within seven (7) calendar days from the date of execution of the Agreement. AUTHORITY must be named as an additional insured on the certificate and endorsement.

E. CITY is required to collect donations for the transportation system and to submit any such donations to AUTHORITY. The donations should be reported on a transportation donation report and sent daily with the congregate driver to the AUTHORITY'S Accounting Dept. or at least deposited once a week in the AUTHORITY'S bank account by the Site Manager at the site.

ARTICLE 4. TERM OF AGREEMENT:

This Agreement shall commence on July 1, 2011 upon execution by both parties, and shall continue in full force and effect and shall extend through June 30, 2012 as mutually agreed to by both parties. AUTHORITY retains the option to extend this Agreement through June 30, 2014.

ARTICLE 5. NOTICES

All Notices pertaining to this Agreement and any communications from the parties may be made by delivery of said notices in person or by depositing said notices in the U.S. Mail, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

TO CITY

TO AUTHORITY

City of _____

Community SeniorServ

Address & Street Name

1200 Knollwood

City, CA Zipcode

Anaheim, CA 92801

ATTENTION: City Contact

ATTENTION: JANETH VELAZQUEZ

Title and Department

Director of Congregate Sites and Nutrition

Transportation

(Phone Number)

(714/229-3354)

ARTICLE 6. FEDERAL, STATE AND LOCAL LAWS:

AUTHORITY and CITY agree that in performance of their obligations under this Agreement, they shall comply with all applicable federal, California state and local laws, statutes and ordinances and all lawful orders, rules and regulations promulgated there under.

ARTICLE 7. AUDIT AND INSPECTION OF RECORDS

CITY shall provide AUTHORITY, or other agents of AUTHORITY, such access to CITY's accounting books, records, payroll documents and facilities, as AUTHORITY reasonably deems necessary in order to carry out the obligations of this Agreement. Access must be available within 30 days after CITY's receipt of notice by Authority. CITY shall maintain such books; records, data and documents in accordance with generally accepted accounting principles and shall clearly identify and make such items readily accessible to AUTHORITY and/or OoA during CITY's performance hereunder and for a period of five (5) years from the date of the termination or expiration of this Agreement. AUTHORITY's right to audit books and records directly related to this Agreement shall also extend to all subcontractors performing services related to Nutrition Transportation Program.

ARTICLE 8. TERMINATION

A. AUTHORITY or CITY may, for its own convenience, terminate this Agreement at any time in whole or in part by giving the other party written notice thereof of not less than one hundred and twenty (120) days in advance of the specified date of termination.

ARTICLE 9. INDEMNIFICATION

A. CITY shall indemnify, defend and hold harmless AUTHORITY, its officers, directors, employees and agents from and against any and all claims (including attorney's fees and reasonable expenses for litigation or settlement) for any loss or damages, bodily injuries, including death, damage to or loss of use of property caused by the negligent acts, omissions, or willful misconduct by CITY, its officers, directors, employees, agents, subcontractors or suppliers arising out of or related to the performance of this Agreement.

B. CITY shall maintain adequate levels of insurance, or self-insurance to assure full indemnification of AUTHORITY. AUTHORITY shall be named as an additional insured to any applicable insurance policy of CITY by way of endorsement to such insurance policy

ARTICLE 10. FORCE MAJEURE

Either party shall be excused from performing its obligations under this Agreement during the time and extent that it is prevented from performing by a cause beyond its control, including, but not limited to: any incidence of fire, flood; acts of God; commandeering of material products, plants or facilities by the federal, state or local government; national fuel shortage; when satisfactory evidence of such cause is presented to the other party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the non-performing party.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed on the date first written above.

CITY

COMMUNITY SENIORSERV

By: _____
City Manager

By: _____
Chief Executive Officer

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: 
City Attorney Legal Counsel

By: _____

City of Garden Grove
Nutrition Transportation Program
Monthly Billing and Reporting Form

Att: Accounting Department
 Bill to: Community SeniorServ
 1200 Knollwood Circle
 Anaheim, CA 92801

Report Month and Year: _____

Program Name: Nutrition Transportation _____

City Contact Person: _____

City Contact Phone: _____

	Billing to CSS				
Line	Nutrition Transporation	Rate per Trip	\$13.89	Nutrition Trips	Total
1	Current Month's Nutrition Trips		\$13.89		\$ -
2	Maximum Reimbursement (1/12 annual funds of \$24,012)		\$13.89	144	\$ 2,001
	CSS Billing - (can not exceed amount on line 2)				

	City's Required Contribution in Equivalent Trips			
3	City's Contribution in Trips	\$13.89		\$ -
4	City's Required Monthly Trips (1/12 th of required contribution of \$7,388)	\$13.89	44	\$ 616
	Over or (Short) on Trips (line 3 minus line 4)			

SUMMARY				
			Nutrition Trips (Must match daily roster submitted for the current month)	
	Total Trips for Month (Line 1 plus line 3)		0	
	Volunteer Hours:			

City of Garden Grove
Community SeniorServ Nutrition Transportation Program
“Scope of Work”

- I. The City of Garden Grove (hereinafter referred to as “CITY”) will utilize funding provided by Community SeniorServ and its local match to provide the following services:

A. Type of Service

Non Duplicative Local Transportation service for seniors at least 60 years of age. This will be a “Subscribed Service” for seniors who will be picked up at their homes and transported to CITY’S Senior Center or other CITY facility for the existing meal program provided by Community SeniorServ.

B. Who is served

Subscribed (pre-registered and approved) seniors over 60 years of age or older who are: frail, disabled and/or isolated. The transportation service will include assistance on and off of the vehicle.

C. Hours of Service

8:00 a.m. through 4:00 p.m.

D. Days of Service

Consistent with days that Community SeniorServ provides the lunch program at the site.

- II. CITY shall use competitive procurement practices to select vendors for all services that the CITY does not provide using its own workforce. Any contract for services or services provided directly by CITY shall require the use of vehicles meeting ADA accessibility standards.
- III. CITY shall ensure that its operators, or its contracted vendor’s operators, are properly licensed and trained to perform their duties safely, and in a manner which treats its riders with respect and dignity. Disability awareness and passenger assistance will be included in this training.
- IV. CITY shall submit a bill monthly to Community SeniorServ for reimbursement of funds provided by the Office on Aging (OoA). In addition to the billing there will be a required report which includes, at a minimum, a monthly and fiscal year-to-date summary of service and expenditures, including the number of persons served (duplicated and

unduplicated) and number of one-way trips provided, along with any additional required reporting that may be required from OoA throughout the terms of this agreement. Community SeniorServ will supply format required for the City's reporting.

- V. CITY shall ensure that it maintains adequate supervision and control over all aspects of service that are provided by a contracted vendor.