

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Matthew Fertal	From:	Kimberly Huy
Dept.:	City Manager	Dept.:	Community Services
Subject:	AMENDMENT TO AGREEMENT WITH ST. ANSELM'S CROSS CULTURAL COMMUNITY CENTER FOR TRANSPORTATION SERVICES	Date:	June 26, 2012

OBJECTIVE

To request City Council approval of an Amendment to 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 an 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. On June 28, 2011, City Council approved a one-year (1) amendment to the Agreement with St. Anselm's Cross Cultural Community Center to continue providing the services, which will expire on June 30, 2012.

DISCUSSION

Funding for transportation services for the City's Senior Mobility Program at the H. Louis Lake Senior Center is now provided by two separate sources that include the Orange County Transportation Authority (OCTA) and Community Senior Serv. The current Agreement with OCTA provides grant funding for the City's Senior Mobility Program for an additional two (2) twelve-month periods, through June 2014. The total grant funding provided by OCTA for each year is \$183,225. Community Senior Serv will provide an annual grant-funding amount of \$24,012 for transportation services. Total available funding for the Senior Mobility Program during fiscal year 2012-2013 will be \$207,237.

The current Agreement with St. Anselm's Cross Cultural Community Center will need to be amended for an additional one-year (1) period to include the new funding amounts of \$207,237 for transportation services to be provided beginning July 2012, with an option to extend the agreement for an additional one (1) year.

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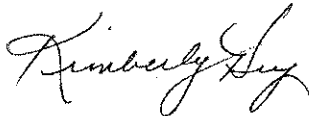
FINANCIAL IMPACT

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 two twelve-month periods that include FY 2012-2013 and FY 2013-2014. Community Senior Serv will provide \$24,012 during FY 2012-2013, with the option to extend grant funding for additional years. The City is required to provide a 20 percent match to the OCTA grant funding, a total of \$36,645, which can be in-kind or financial. The match will consist of an in-kind match of staff services with a value of \$36,645 that is 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;
- Authorize the City Manager to sign the Agreement, including making minor modifications, as appropriate; and
- Authorize the City Manager to exercise the option year, if he deems it appropriate, and sign the option year agreement.



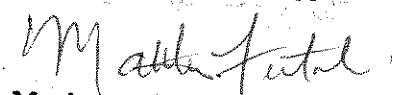
KIMBERLY HUY
Director



By: Janet Pelayo
Supervisor

Attachment: Amendment to the Agreement

Recommended for Approval



Matthew Ferial
City Manager

CITY OF GARDEN GROVE

AMENDMENT NO. 2

To: ST. Anselm's Cross Cultural Community Center

This Amendment No. 2 to provide transportation services for the City of Garden Grove Senior Mobility Program and is made and entered into this ____ day of _____ 2012, 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**, which agreement was amended effective June 28, 2011, (together, the "Existing Contract").

WHEREAS, Contractor and CITY desire to further amend the Existing Contract as provided herein.

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

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

The term of this agreement shall be for a period of one (1) year (July 1, 2012 through June 30, 2013,) with an option to extend the Agreement for an additional one year. The option may be exercised by the CITY in its sole discretion. In the event that the CITY exercises the option, the CITY will compensate the CONTRACTOR for work performed in accordance with the hourly rate in Attachment B to the original Agreement. The CONTRACTOR is required to present documentation that satisfies the CITY in the exercise of the CITY'S reasonable discretion, that the work has been completed.

Section 3, Subsection 3.1 (a-c) Amount - shall be amended to read in its entirety as follows:

Total compensation for the period of July 1, 2012 through June 30, 2013, shall not exceed two hundred seven thousand two hundred thirty seven dollars (\$207,237) payable in arrears and in accordance with the Proposal and the hourly rate in Attachment B to the Agreement. Should the CITY, through its City Manager, exercise its option for an additional year of services, the total compensation for the option year period of July 1, 2013 through June 30, 2014, shall not exceed two hundred seven thousand two hundred thirty-seven dollars (\$207,237), payable as set forth above. Maximum compensation may exceed the amounts set forth herein only if the CITY receives additional grant funding in excess of the amounts set forth above. In such circumstances, CONTRACTOR may provide additional services upon receipt of written authorization from CITY'S Community Services Director.

Except as expressly amended hereby, the Agreement effective July 14, 2009, as amended effective June 28, 2011, shall remain in full force and effect as originally executed.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 2 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"
St. Anselm's Cross Cultural
Community Center

By: 
Name: Vicki Cornely
Title: Executive Director
Date: 6/20/12

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