

APPROVAL OF AMENDMENT NO. 3 TO
THE AGREEMENT WITH HORIZON
CROSS CULTURAL COMMUNITY CENTER
FOR TRANSPORTATION SERVICES
Page 2

The current Agreement with St. Anselm's Cross Cultural Community Center will need to be amended for an additional one (1) year period to include the new funding amounts of \$207,237 for transportation services to be provided beginning July 1, 2013 through June 30, 2014.

FINANCIAL IMPACT

Funding for the transportation services provided by this Agreement is split between the City, OCTA and Community SeniorServ. OCTA will provide \$183,225 for the twelve-month period during FY 2013-2014. Community SeniorServ 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

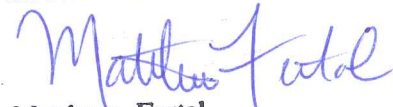
It is recommended that the City Council:

- Approve the attached Amendment No. 3 to the Agreement with Horizon Cross Cultural Community Center, formerly named 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 for the period of July 1, 2013 through June 30, 2014, and sign the option year agreement if the City Manager deems it appropriate and necessary, and if funding has been budgeted for the services,.


KIMBERLY HUY
Director


By: Janet Pelayo
Supervisor

Attachment: Amendment No. 3 to the Agreement

Recommended for Approval

Matthew Fertal
City Manager

CITY OF GARDEN GROVE

AMENDMENT NO. 3

To: Horizon Cross Cultural Community Center

This Amendment No. 3 to provide transportation services for the City of Garden Grove Senior Mobility Program and is made and entered into this ____ day of _____ 2013, by and between the **City of Garden Grove**, hereinafter referred to as "CITY", and **Horizon Cross Cultural Community 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**, which agreement was amended effective June 28, 2011, (together, the "Existing Contract").

WHEREAS, St. Anselm's Cross Cultural Community Center has changed its name to Horizon Cross Cultural Community Center.

WHEREAS, Contractor and CITY desire to further amend the Existing Contract 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 amended to read in its entirety as follows:

The term of the Existing Contract shall be extended for a period of one (1) year (from July 1, 2013 through June 30, 2014,) with an option to extend the Existing Contract 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 Existing Contract. 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, 2013 through June 30, 2014, 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 Existing Contract. 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, 2014 through June 30, 2015, 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.

The parties acknowledge and agree that:

- (1) The Recitals set forth above are incorporated into and made a part of this Amendment No. 3, and
- (2) The name of Contractor has been changed to Horizon Cross Cultural Community Center but in all other respects CONTRACTOR remains the same as the party with whom City originally contracted and that CONTRACTOR is bound by all the terms and conditions of the Existing Contract.

Except as expressly amended hereby, the Existing Contract 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. 3 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
Community Center

By: Vicki Connely

Name: Vicki Connely

Title: Chief Executive Officer

Date: 6/12/13

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

6/18/13
Date