

CITY OF GARDEN GROVE

AMENDMENT NO. 1 TO SUBRECIPIENT AGREEMENT

This Amendment No. 1 is made and entered into this ____ day of _____ 2021, by and between the **CITY OF GARDEN GROVE**, hereinafter referred to as "CITY", and **ORANGE COUNTY ASIAN AND PACIFIC ISLANDER COMMUNITY ALLIANCE (OCAPICA)**, hereinafter referred to as "SUBRECIPIENT".

WHEREAS, SUBRECIPIENT and CITY entered into an Agreement for SUBRECIPIENT to provide employment services to the City's low-income population.

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

WHEREAS, SUBRECIPIENT and City desire to increase the Existing Contract amount by \$150,000.

Now, therefore, the parties agree to amend the Agreement as follows:

Agreement – Section 1:

1. Term of Agreement. This agreement shall cover services rendered from **July 1, 2021 until June 30, 2022**. The term of this agreement and the provisions herein shall be extended to cover any additional time period during which the SUBRECIPIENT remains in control of CDBG funds or other assets, including program income. Subrecipient shall remain obligated to perform such duties as would normally extend beyond the end date of reimbursable activities, including, but not limited to, indemnification, audits, reporting, and accounting.

Agreement – Section 3:

3.1 Amount. It is expressly agreed and understood that the total amount to be paid by the CITY under this agreement shall not exceed **TWO HUNDRED THOUSAND DOLLARS (\$200,000)**. Payment may be contingent upon certification of the SUBRECIPIENT's financial management system in accordance with the standard specified in 2 CFR part 200.

3.2 Not Exceed. Program Funds under this agreement shall not exceed **\$200,000**. If the costs of services provided exceed **\$200,000**, the SUBRECIPIENT shall pay all additional costs. If the cost of services provided is less than **\$200,000**, the CITY shall retain all unused funds.

Agreement – Section 5:

5.10 Quarterly Reports. The Subrecipient shall submit a Grantee Performance Report (GPR – Attachment B) during the program year beginning **March 1, 2021, and ending June 30, 2022**, within fifteen (15) calendar days of the end of each quarter. The final quarterly report is due no later than July 15, 2022. The report

must include sufficient information to assist the City in monitoring the Subrecipient's performance. The Subrecipient must demonstrate satisfactory performance prior to reimbursement for expenditures. The GPR shall indicate the number of persons assisted, income and ethnicity of persons assisted, how/what assistance was provided, and a description of how and when determination of eligibility status was made for persons assisted.

Attachment A – Scope of Services and Budget is amended per attached Exhibit 1 incorporated herein by reference.

All other provisions of the Agreement not specifically amended herein shall remain in full force and effect.

[SIGNATURE BLOCK ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused this Amendment No. 1 to the Existing Contract to be executed by their respective officers duly authorized on the date first written above.

"CITY"
CITY OF GARDEN GROVE

By: _____
City Manager

ATTESTED:

By: _____
City Clerk

Date: _____

"SUBRECIPIENT"
OCAPICA

By: _____

Name: _____

Title: _____

Date: _____

If SUBRECIPIENT 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:

By: _____
Garden Grove City Attorney

Date: _____

EXHIBIT 1 TO SUBRECIPIENT AGREEMENT AMENDMENT

ATTACHMENT A
SCOPE OF SERVICES AND BUDGET
FY 2021-22