

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

FIFTH AMENDMENT TO SUBCONTRACT NO. 29443

29443

THIS FIFTH AMENDMENT TO SUBCONTRACT NO. 29443 is made and entered, in duplicate, as of May 18, 2010 for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting held on April 19, 2005, by and between BOYS AND GIRLS CLUBS OF LONG BEACH, a California nonprofit corporation ("Organization"), with offices located at 3635 Long Beach Boulevard, Long Beach, California 90807, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, the City has received monies from Los Angeles County ("County") for City's Family Preservation Program (the "Prime Contract"); and

WHEREAS, the City is required to involve community organizations in these services and has selected Organization as a subcontractor under the Prime Contract because Organization provides services required by the Prime Contract; and

WHEREAS, Organization agrees to perform said services, to provide City with the information and supporting documentation required herein, and to comply with the Prime Contract; and

WHEREAS, the parties desire to extend the term of the Subcontract;

NOW, THEREFORE, in consideration of the terms and conditions contained in the Subcontract and this Amendment, the parties agree as follows:

1. Section 2 of Subcontract No. 29443 is amended in its entirety to read as follows:

"2. The term of the Subcontract shall commence at midnight on August 1, 2005 and, unless sooner terminated as provided herein, shall terminate at 11:59 p.m. on June 30, 2011.

A. Total disbursements made to the Organization under the Subcontract by City shall not exceed the amounts indicated below, per contract year, provided, however, that if City receives additional funds under the Prime Contract, then

1 this Subcontract may be amended to increase City's disbursements to organization. City
2 shall disburse the funds payable hereunder in due course of payments following receipt
3 from Organization of monthly billing statements in a form approved by City for the
4 preceding month, and conditioned on the City's receipt of the monthly progress report
5 from Organization.

<u>Subcontract Period</u>	<u>Not to Exceed Amount</u>
7 August 1, 2005 – June 30, 2006	\$20,000
8 July 1, 2006 – June 30, 2007	\$20,000
9 July 1, 2007 – June 30, 2008	\$20,000
10 July 1, 2008 – June 30, 2009	\$20,000
11 July 1, 2009 – June 30, 2010	\$20,000
12 July 1, 2010 – June 30, 2011	\$20,000

13 B. The City shall have no obligation to pay Organization until and
14 unless City receives monthly progress reports that summarizes Organization's
15 performance under this Subcontract during the immediately preceding month, and that
16 describes Organization's progress in providing the services stated in Exhibit "A".

17 C. City's obligation to pay Organization arises only after receipt of funds
18 from the County under the Prime Contract.

19 D. Organization shall submit correct and final invoices on a monthly
20 basis. Organization shall prepare and submit monthly invoices within fifteen (15)
21 calendar days after the end of the month in which services were provided. Attached to
22 each invoice shall be documentation to support the invoiced amounts. Failure to submit
23 a completed invoice with proper back-up documentation may result in late payment of the
24 invoice. The City reserves the right to refuse payment of correct and final invoices
25 received sixty (60) days after the services were provided."

26 2. Except as expressly amended in this Fifth Amendment, all terms and
27 conditions in Subcontract No. 29443 are ratified and confirmed and shall remain in full
28 force and effect.

1 IN WITNESS WHEREOF, the parties have executed this Amendment with
2 all formalities required by law as of the date first written above.

3 BOYS AND GIRLS CLUBS OF LONG
4 BEACH, a California nonprofit corporation

5 June 22, 2010

6 By [Signature]
7 President

8 Trv Miller

9 Type or Print Name

10 6-26-?, 2010

11 By [Signature]
12 Secretary

13 Barbara Barker

14 Type or Print Name

15 "Organization"

16 CITY OF LONG BEACH, a municipal
17 corporation **Assistant City Manager**

18 7.15, 2010

19 By [Signature]
20 City Manager

21 EXECUTED PURSUANT
22 TO SECTION 301 OF
23 THE CITY CHARTER.

24 "City"

25 This Fifth Amendment is approved as to form on

26 7/1, 2010.

27 ROBERT E. SHANNON, City Attorney

28 By [Signature]
Deputy

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EXHIBIT A
THE CITY OF LONG BEACH
FAMILY PRESERVATION PROGRAM
SUBCONTRACTOR FOR DCFS FAMILY PRESERVATION SERVICES

Agency

BOYS & GIRLS CLUBS OF LONG BEACH

Administrative Office:
3635 Long Beach Blvd.
Long Beach, CA 90807
(562) 595-5945

Services to be Provided

Rate

(1) Substitute Adult Role Model Services (SARM)

(a) Club Membership/registration/1st day orientation

\$20 flat fee

(b) Weekly attendance

\$20/hour, not to exceed
one hour/week

(c) Special events/trips/camps

\$20/hour, not to exceed total fee
charged to members for event/
trip/camp

Attendance at the CFPN Monthly Network meeting is required. Executive Director or designee to attend at least two (2) Network meetings per contract year.

DEFINITION OF SERVICES

SUBSTITUTE ADULT ROLE MODEL SERVICES (SARM)

Services in which trained and supervised adults are paired with children and youth to: 1) foster positive behavior through the mentor's example; and (2) broaden the children's recreational, social, and educational dreams through shared experiences. Subcontractor shall invoice per family for all children participating in a particular SARM activity at the same time. Subcontractor may invoice individually if the children in a family participate in separate activities.