

Robert E. Shannon
City Attorney of Long Beach
333 West Ocean Boulevard
Long Beach, California 90802-4664
Telephone (562) 570-2200

1 FIRST AMENDMENT TO SUBCONTRACT NO. 29443

2 **29443**

3 THIS FIRST AMENDMENT TO SUBCONTRACT NO. 29443 is made and
4 entered, in duplicate, as of April 17, 2006 for reference purposes only, pursuant to a minute
5 order adopted by the City Council of the City of Long Beach at its meeting held on April 19,
6 2005, by and between BOYS & GIRLS CLUBS OF LONG BEACH, a California nonprofit
7 corporation, with offices located at 3635 Long Beach Boulevard, Long Beach, California
8 90807 ("Organization"), and the CITY OF LONG BEACH, a municipal corporation ("City").

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

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

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

17 WHEREAS, the parties desire to extend the term of the Subcontract and to
18 amend it in certain respects;

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

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

23 "2. The term of the Subcontract shall commence at midnight on August 1,
24 2005, and, unless sooner terminated as provided herein, shall terminate at 11:59 p.m. on
25 June 30, 2006. The first extended term shall commence at midnight on July 1, 2006, and,
26 unless sooner terminated as provided herein, shall terminate at 11:59 p.m. on June 30,
27 2007.

28 A. Total disbursements made to the Organization under the Subcontract by

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1 City shall not exceed \$20,000.00, per contract year, provided, however, that if City receives
2 additional funds under the Prime Contract, then this Subcontract may be amended to
3 increase City's disbursements to organization. City shall disburse the funds payable
4 hereunder in due course of payments following receipt from Organization of monthly billing
5 statements in a form approved by City for the preceding month, and conditioned on the
6 City's receipt of the monthly progress report from Organization.

7 B. The City shall have no obligation to pay Organization until and unless City
8 receives monthly progress reports that summarizes Organization's performance under this
9 Subcontract during the immediately preceding month, and that describes Organization's
10 progress in providing the services stated in Exhibit 'A' and Exhibit 'A-1'.

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

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

19 2. Except as expressly amended in this First Amendment, all terms and
20 conditions in Subcontract No. 29443 are ratified and confirmed and shall remain in full
21 force and effect.

22 IN WITNESS WHEREOF, the parties have executed this Amendment with

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all formalities required by law as of the date first written above.

BOYS & GIRLS CLUBS OF LONG BEACH, a
California nonprofit corporation

6/15, 2006

By Scott Donje
President
SCOTT DONJE
(Type or Print Name)

6/16, 2006

By Darlene Dameron
Secretary
Darlene Dameron
(Type or Print Name)

"Organization"

CITY OF LONG BEACH, a municipal corporation

July 19, 2006

By [Signature]
City Manager

"City"

This First Amendment is approved as to form on 6/22, 2006.

ROBERT E. SHANNON, City Attorney

By [Signature]
Senior Deputy

EXHIBIT A

THE CITY OF LONG BEACH

FAMILY PRESERVATION PROGRAM

SUBCONTRACTOR FOR DCFS FAMILY PRESERVATION SERVICES

August 1, 2005 – June 30, 2006

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.

CONTRACT AMOUNT = Not to exceed \$20,000.00

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.

EXHIBIT “A-1”

THE CITY OF LONG BEACH
FAMILY PRESERVATION PROGRAM
SUBCONTRACTOR FOR DCFS FAMILY PRESERVATION SERVICES
July 1, 2006 – June 30, 2007

Agency

BOYS & GIRLS CLUBS OF LONG BEACH

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