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

# SECOND AMENDMENT TO SUBCONTRACT NO. 29443

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THIS SECOND AMENDMENT TO SUBCONTRACT NO. 29443 is made and entered, in duplicate, as of May 15, 2007 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 & GIRLS CLUBS OF LONG BEACH, a California nonprofit corporation, with offices located at 3635 Long Beach Boulevard, Long Beach, California 90807 ("Organization"), 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;

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

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 shall terminate at 11:59 p.m. on June 30, 2006. The first extended term shall commence at midnight on July 1, 2006, and shall terminate at 11:59 p.m. on June 30, 2007. The second extended term shall commence at midnight on July 1, 2007, and, unless sooner terminated as provided herein, shall terminate at 11:59 p.m. on June 30,

2008.

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

- B. The City shall have no obligation to pay Organization until and unless City receives monthly progress reports that summarizes Organization's performance under this Subcontract during the immediately preceding month, and that describes Organization's progress in providing the services stated in Exhibit "A-1" and Exhibit "A-2".
- C. City's obligation to pay Organization arises only after receipt of funds from the County under the Prime Contract.
- D. Organization shall submit correct and final invoices on a monthly basis. Organization shall prepare and submit monthly invoices within fifteen (15) calendar days after the end of the month in which services were provided. Attached to each invoice shall be documentation to support the invoiced amounts. Failure to submit a completed invoice with proper back-up documentation may result in late payment of the invoice. The City reserves the right to refuse payment of correct and final invoices received sixty (60) days after the services were provided."
- 2. Except as expressly amended in this Second Amendment, all terms and conditions in Subcontract No. 29443 are ratified and confirmed and shall remain in full force and effect.

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#### **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	Pro	ovid	ed

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**

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-2"

#### THE CITY OF LONG BEACH

#### **FAMILY PRESERVATION PROGRAM**

# SUBCONTRACTOR FOR DCFS FAMILY PRESERVATION SERVICES

July 1, 2007 – June 30, 2008

# <u>Agency</u>

# **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/1<sup>st</sup> 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.