

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

1 FOURTH AMENDMENT TO SUBCONTRACT NO. 29443

2 **29443**

3 THIS FOURTH AMENDMENT TO SUBCONTRACT NO. 29443 is made
4 and entered, in duplicate, as of June 19, 2009 for reference purposes only, pursuant to a
5 minute order adopted by the City Council of the City of Long Beach at its meeting held on
6 April 19, 2005, by and between BOYS AND GIRLS CLUBS OF LONG BEACH, a
7 California nonprofit corporation ("Organization"), with offices located at 3635 Long Beach
8 Boulevard, Long Beach, California 90807, and the CITY OF LONG BEACH, a municipal
9 corporation ("City").

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

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

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

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

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

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

24 "2. The term of the Subcontract shall commence at midnight on August 1,
25 2005, and shall terminate at 11:59 p.m. on June 30, 2006. The first extended term shall
26 commence at midnight on July 1, 2006, and shall terminate at 11:59 p.m. on June 30,
27 2007. The second extended term shall commence at midnight on July 1, 2007, and shall
28 terminate at 11:59 p.m. on June 30, 2008. The third extended term shall commence at

1 midnight on July 1, 2008, and shall terminate at 11:59 p.m. on June 30, 2009. The fourth
2 extended term shall commence at midnight on July 1, 2009, and, unless sooner
3 terminated as provided herein, shall terminate at 11:59 p.m. on June 30, 2010.

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

11 B. The City shall have no obligation to pay Organization until and unless
12 City receives monthly progress reports that summarizes Organization's performance
13 under this Subcontract during the immediately preceding month, and that describes
14 Organization's progress in providing the services stated in Exhibit "A", Exhibit "A-1",
15 Exhibit "A-2", Exhibit "A-3" and Exhibit "A-4".

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

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

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

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

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

August 28, 2009

By [Signature]
President

Irvin Miller
Type or Print Name

September 4, 2009

By [Signature]
Secretary

Barbara Barker
Type or Print Name

"Organization"

CITY OF LONG BEACH, a municipal corporation

Sept. 21, 2009

By [Signature]
Assistant City Manager
City Manager

"City"

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

This Fourth Amendment is approved as to form on

September 10, 2009.

ROBERT E. SHANNON, City Attorney

By [Signature]
Deputy

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

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

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

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EXHIBIT "A-2"

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

July 1, 2007 – June 30, 2008

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

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EXHIBIT "A-3"

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

July 1, 2008 – June 30, 2009

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
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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

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EXHIBIT "A-4"

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

July 1, 2009 – June 30, 2010

Agency

BOYS & GIRLS CLUBS OF LONG BEACH

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

<u>Services to be Provided</u>	<u>Rate</u>
(1) Substitute Adult Role Model Services (SARM)	
(a) Club Membership/registration/1 st day orientation	\$20 flat fee
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(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)

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