

1 SECOND AMENDMENT TO SUBCONTRACT NO. 29408

2 **29408**

3 THIS SECOND AMENDMENT TO SUBCONTRACT NO. 29408 is made
4 and entered, in duplicate, as of May 15, 2007 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 YOUNG PEOPLES DEVELOPMENT, INC., a California
7 nonprofit corporation, with offices located at 5124 S. Broadway Street, Los Angeles,
8 California 90037 ("Organization"), 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;

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. 29408 is amended in its entirety to read
23 as follows:

24 "2. The term of this 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,
28 unless sooner terminated as provided herein, shall terminate at 11:59 p.m. on June 30,

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

1 2008.

2 A. Total disbursements made to the Organization under this Subcontract
3 by City shall not exceed \$35,000.00, per contract year, provided, however, that if City
4 receives additional funds under the Prime Contract, then this Subcontract may be
5 amended to increase City's disbursements to organization. City shall disburse the funds
6 payable hereunder in due course of payments following receipt from Organization of
7 monthly billing statements in a form approved by City for the preceding month, and
8 conditioned on the City's receipt of the monthly progress report from Organization.

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

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

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

23 2. Except as expressly amended in this Second Amendment, all terms
24 and conditions in Subcontract No. 29408 are ratified and confirmed and shall remain in
25 full force and effect.

26 ///

27 ///

28 ///

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 YOUNG PEOPLES DEVELOPMENT,
4 INC., a California nonprofit corporation

5 June 7, _____, 2007

By Delores Stephens
President

6 DELORES STEPHENS
(Type or Print Name)

7 June 7 _____, 2007

By Lanea Austin
Secretary

8 LANEA AUSTIN
(Type or Print Name)

9 "Organization"

10 CITY OF LONG BEACH, a municipal
11 corporation

12 June 21 _____, 2007

By Christine J. Shippy
City Manager

14 "City"

ASSISTANT
EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

15 This Second Amendment is approved as to form on
16 6/11, 2007.

18 ROBERT E. SHANNON, City Attorney

19 By Rowan Conway
Deputy

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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

YOUNG PEOPLES DEVELOPMENT, INC.

5124 S. Broadway Street
Los Angeles, CA 90037
(323) 234-8001

Services to be Provided

Rate

Substitute Adult Role Model Services (SARM)

\$16.50 per hour

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 \$35,000.00

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

YOUNG PEOPLES DEVELOPMENT, INC.

5124 S. Broadway Street
Los Angeles, CA 90037
(323) 234-8001

Services to be Provided

Rate

Substitute Adult Role Model Services (SARM)

\$16.50 per hour

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 \$35,000.00

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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

YOUNG PEOPLES DEVELOPMENT, INC.
5124 S. Broadway Street
Los Angeles, CA 90037
(323) 234-8001

Services to be Provided

Rate

Substitute Adult Role Model Services (SARM)

\$16.50 per hour

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