

*Original filed
with Res. 6216*

Children
Comm
San Berna

STANDARD CONTRACT

Vendor Code		SC		Dept.	903	A	Contract Number		03DS008 A2	
Families Commission Representative		903		Dept.	903	Contractor's License No.				
Telephone		909-386-7706		Total Contract Amount		\$1,363,411				
Contract Type ☒ Encumbered ☐ Unencumbered ☐ Other:										
If not encumbered or revenue contract type, provide reason:										
Commodity Code		Contract Start Date		Contract End Date		Original Amount		Amendment Amount		
		July 1, 2002		June 30, 2004						
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount				
RRC	903	903	300	3357						
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount				
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount				
Project Name				Estimated Payment Total by Fiscal Year						
Direct Services				FY	Amount	I/D	FY	Amount	I/D	
				02-03	607,167					
				03-04	756,244					

THIS CONTRACT is entered into in the State of California by and between the Children and Families Commission for San Bernardino County, hereinafter called the "Commission", and

Name

Building A Generation

Address

16 E. Olive Avenue

Hereinafter called Contractor

Redlands, CA 92373

Phone

909-793-4160

Federal ID No.

54-2104001

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 2

ASSIGNMENT OF CONTRACT

WHEREAS, the Children and Families Commission for San Bernardino County (the "COMMISSION") and the City of Redlands (the "CITY") have entered into a contract (the "Contract") wherein the CITY agreed to provide certain services for the COMMISSION, as set forth in Contract No. 03DS008; and,

IN WITNESS WHEREOF, the parties hereto have caused their respective names to be hereunder subscribed by their respective proper officers hereto duly authorized.

CHILDREN & FAMILIES COMMISSION FOR
SAN BERNARDINO COUNTY

Building a Generation

By


(Authorized Signature)

Print
Name

Lupe R. Sanchez, Jr.

Title

Chairman of the Board

Dated

November 12, 2003

Address

16 E. Olive Avenue

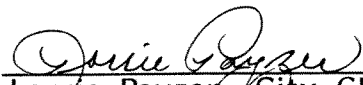
Redlands, CA 92373

First 5 Chairman

Dated

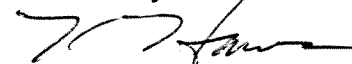
Attest:

By:


Lorrie Poyzer, City Clerk
Redlands, California

By

City of Redlands



(Authorized Signature)

Print
Name

Karl N. Haws

Title

Mayor

Dated

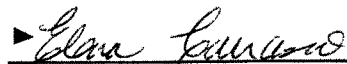
November 18, 2003

Address

P. O. Box 3005

Redlands, CA 92373

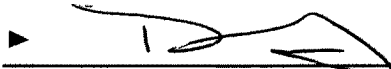
Prepared By


Program Specialist

Date

10/31/03

Reviewed for Processing


Executive Director, Don Larkin

Date

11.6.03

Approved as to Legal Form


Commission Counsel

Date

WHEREAS, the CITY currently provides these services through the Building a Generation (the "PROVIDER"), which effective December 1, 2003, has been transitioned to a non-profit corporation separate and distinct from the CITY; and,

WHEREAS, the CITY is in the process of transitioning the provision of these contract services from the CITY to the PROVIDER; and,

WHEREAS, to transition the provision of these contract services from the CITY to the PROVIDER, the CITY, the COMMISSION and CITY desire to assign the Contract and the rights, duties and obligations under the Contract from the CITY to the PROVIDER.

NOW THEREFORE, the CITY, the COMMISSION and the PROVIDER agree as follows:

1. The Contract and the rights, duties and obligations under the Contract No. 03DS008 are hereby assigned from the CITY to PROVIDER, effective December 1, 2003.
2. The PROVIDER hereby accepts the assignment of the Contract and assumes, as a direct obligation to the COMMISSION, the rights, duties and obligations under Contract No. 03DS008, effective December 1, 2003.
3. The COMMISSION hereby consents to the assignment of the Contract and the assumption by the PROVIDER, as a direct obligation to the COMMISSION, of the rights, duties and obligations under Contract No. 03DS008, effective December 1, 2003. Consistent with the assignment, the COMMISSION shall look only to the PROVIDER from and after December 1, 2003, for the performance of the Contract.
4. The COMMISSION's consent to the assignment of the Contract and the assumption by the PROVIDER, as a direct obligation to the COMMISSION, of the rights, duties and obligations under of Contract No. 03DS008 is intended to and shall relieve the CITY from any further rights, duties and obligations under the Contracts as of December 1, 2003, except to the extent of any such rights, duties and obligations which arose prior to December 1, 2003.
5. This assignment shall be binding on and inure to the benefit of the parties and their successors.

SECTION VI, FISCAL AND PROGRAM PROVISIONS:

Paragraph H Advances is added to read, "Contractor has demonstrated a need and First 5 San Bernardino will exercise their option to advance funds to the Contractor. The amount of the advance shall be limited to two (2) months of operational expenses which equals \$126,040. Monthly recoupment amount of \$21,006 will begin in January 2004 and continue monthly for six months (until June 2004).

First 5 San Bernardino may require that the Contractor secure a bond against losses of money and other property caused by any fraudulent or dishonest act committed by any employee, board member, officer, partner, shareholder, and/or trainee. The bond shall be limited to this Contract and shall name First 5 San Bernardino as loss payee or additional insured for the purpose of reimbursement of any loss sustained by the action of the Contractor in the performance of this Contract.

All other terms and conditions of this contract remain in full force and effect.