

**AMENDMENT NO. 2
TO 2022 SUBCONTRACT FOR PREVENTION AND AFTERCARE
PROGRAM ACTIVITIES AND SERVICES**

This Amendment No. 2 to 2022 Subcontract for Prevention and Aftercare Program Activities and Services (“Amendment No. 2”) by and between SOUTH BAY CENTER FOR COUNSELING, a California corporation (“Contractor”), and the CITY OF CARSON, a municipal corporation (“Subcontractor”), is effective as of the 1st day of July, 2024 (Contractor and Subcontractor referred to collectively herein as the “parties,” and individually depending on context as a “party”).

RECITALS

A. The County of Los Angeles (“County”) and Contractor entered into Contract Number 21-03-08 for prevention and aftercare services (CFDA No. 93.556) (the “Prime Contract”), whereby the County provided certain funding to Contractor for the provision of certain prevention and aftercare services to County residents.

B. The Prime Contract was entered into March 1, 2021, for an initial 16-month term through June 30, 2022, with four County options to extend the term of the Prime Agreement for up to three additional one-year periods and one 6-month period, from July 1, 2022 through December 31, 2025. County exercised its first option to extend the term of the Prime Contract from July 1, 2022 through June 30, 2023 and its second option to extend the term of the Prime Contract from July 1, 2023 through June 30, 2024, and has recently exercised its third option to extend the term of the Prime Contract from July 1, 2024 through June 30, 2025.

C. In order to fulfill its obligations under the Prime Contract, Contractor entered into a subcontract with Subcontractor effective March 1, 2021, which carried an initial 16-month term through June 30, 2022, and included three one-year options of Contractor to extend the term of said subcontract (the “2021 Subcontract”). However, the 2021 Subcontract should have also included a fourth, 6-month option to extend such that the term of the 2021 Subcontract, inclusive of all its option periods, would be co-extensive with the term of the Prime Contract, inclusive of all its option periods.

D. In order to address this discrepancy, upon expiration of the initial 16-month term of the 2021 Subcontract, the parties entered into a new “Subcontract for Prevention and Aftercare Program Services and Activities” effective July 1, 2022 (the “2022 Subcontract”), whereby Contractor engaged Subcontractor to perform certain prevention and aftercare services as described in Section 3.3 of the 2022 Subcontract (the “Services”) in exchange for compensation in the amount of \$57,000 (the “Contract Sum”) for the initial one-year term of the 2022 Subcontract, from July 1, 2022 through June 30, 2023. The 2022 Subcontract, at Section 2.0, provided Contractor with options to extend the term of the 2022 Subcontract beyond June 30, 2023 for up to two one-year periods and one additional six-month period (which options, collectively, would extend the term through December 31, 2025), or as otherwise authorized by the Prime Contract.

E. Effective July 1, 2023, Contractor and Subcontractor entered into Amendment No. 1 to the 2022 Subcontract to (i) exercise Contractor's first option to extend the term of the 2022 Subcontract by one year, from July 1, 2023 through June 30, 2024, to correspond with the above-referenced extension of the term of the Prime Contract for said period, and (ii) increase the Contract Sum by \$57,000 for the one-year extension period, thereby increasing the total Contract Sum of the 2022 Subcontract from \$57,000 to \$114,000, and made other minor related modifications.

F. Contractor and Subcontractor desire to amend the 2022 Subcontract via this Amendment No. 2 to (i) exercise Contractor's second option to extend the term of the 2022 Subcontract by one year, from July 1, 2024 through June 30, 2025, to correspond with the above-referenced extension of the term of the Prime Contract for said period, and (ii) increase the Contract Sum by \$57,000 for the one-year extension period, thereby increasing the total Contract Sum of the 2022 Subcontract from \$114,000 to \$171,000, and make other minor related modifications.

TERMS

1. **Contract Changes.** The 2022 Subcontract is amended as provided herein (deletions shown in ~~strike through~~, additions shown in **bold, italics, and underlined**).

A. Section 2.0, "TERM OF SUBCONTRACT," is amended as follows:

"The term of this Subcontract shall commence on July 1, 2022 and shall expire on **June 30, 2025** ~~June 30, 2024~~ ("Term"), unless terminated earlier pursuant to any of the conditions for termination in the Prime Contract. CONTRACTOR has the option to extend the term of this Subcontract thereafter for ~~up to one (1) additional one (1) year period and one (1) additional six (6)-month period~~, or as otherwise authorized by the Prime Contract."

B Section 3.1 is amended as follows:

"CONTRACTOR shall compensate SUBCONTRACTOR a total maximum contract sum not to exceed **ONE HUNDRED SEVENTY-ONE THOUSAND DOLLARS (\$171,000.00)** ~~ONE HUNDRED FOURTEEN THOUSAND DOLLARS (\$114,000.00)~~ ("Contract Sum") for the Term of this Subcontract to provide the service designated in Section 3.3 of this Subcontract with compensation as follows for each of the following fiscal year periods of the Term of this Subcontract:

For July 1, 2022 through June 30, 2023:	\$57,000
---	----------

For July 1, 2023 through June 30, 2024:	\$57,000
---	----------

<u>For July 1, 2024 through June 30, 2025:</u>	<u>\$57,000</u>
---	------------------------

C. Section 3.2 is amended as follows:

“SUBCONTRACTOR shall invoice CONTRACTOR monthly in arrears for services provided. CONTRACTOR shall compensate SUBCONTRACTOR by check within sixty (60) days of receipt and approval of monthly invoice. At least seventy-five percent (75%) of the annual compensation amount for each fiscal year period of the Term of this Subcontract as specified in Section 3.1 shall be expended by March 30 of the applicable fiscal year. Should seventy-five percent (75%) of the annual compensation amount ~~Contract-Sum~~ not be expended by March 30 of the applicable fiscal year, SUBCONTRACTOR shall submit in writing a Program Plan, which includes an activity timeline and projected expenditures, to CONTRACTOR to be approved by the Program Director. If the Program Plan is not approved, remaining contract funds will be subject to reallocation.”

2. **Continuing Effect of Subcontract.** Except as amended by Amendment No. 1 and this Amendment No. 2, all provisions of the 2022 Subcontract shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 2, whenever the term “Subcontract” appears in the 2022 Subcontract in reference to the 2022 Subcontract, it shall mean the 2022 Subcontract, as amended by Amendment No. 1 and this Amendment No. 2 to the 2022 Subcontract.

3. **Affirmation of Subcontract; Warranty Re Absence of Defaults.** Contractor and Subcontractor each ratify and reaffirm each and every one of the respective rights and obligations arising under the 2022 Subcontract. Each party represents and warrants to the other that there have been no written or oral modifications to the 2022 Subcontract other than as provided herein. Each party represents and warrants to the other that the 2022 Subcontract is currently an effective, valid, and binding obligation.

Subcontractor represents and warrants to Contractor that, as of the date of this Amendment No. 2, Contractor is not in default of any material term of the 2022 Subcontract and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the 2022 Subcontract.

Contractor represents and warrants to Subcontractor that, as of the date of this Amendment No. 2, Subcontractor is not in default of any material term of the 2022 Subcontract and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the 2022 Subcontract.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 2.

5. **Authority.** The persons executing this Amendment No. 2 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 2 on behalf of said party, (iii) by so executing this Amendment No. 2, such party is formally bound to the provisions of this Amendment No. 2, and (iv) the entering into this Amendment No. 2 does not violate any provision of any other agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereby have executed this Amendment No. 2 on the date(s) set forth below, with express intent that this Amendment No. 2 shall be effective as of July 1, 2024.

SUBCONTRACTOR:

CITY OF CARSON, a municipal corporation

Lula Davis-Holmes, Mayor

Date: _____, 2024

ATTEST:

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[brj]

CONTRACTOR:

SOUTH BAY CENTER FOR COUNSELING

By: _____
Name:
Title:

By: _____
Name:
Title:
Address: 540 N. Marine Ave.
Wilmington, CA 90744

Date: _____, 2024

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2024 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL	
<input type="checkbox"/> CORPORATE OFFICER	
<hr/>	
<div style="display: flex; justify-content: space-between;"><div><input type="checkbox"/> PARTNER(S)</div><div><div style="text-align: center;">TITLE(S)</div><div><input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL</div></div></div>	<div style="text-align: center;"><hr/>TITLE OR TYPE OF DOCUMENT<hr/></div>
<input type="checkbox"/> ATTORNEY-IN-FACT	
<input type="checkbox"/> TRUSTEE(S)	
<input type="checkbox"/> GUARDIAN/CONSERVATOR	<div style="text-align: center;"><hr/>NUMBER OF PAGES<hr/></div>
<input type="checkbox"/> OTHER _____	
<hr/>	
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES))	<div style="text-align: center;"><hr/>DATE OF DOCUMENT<hr/></div>
_____ _____ _____	<div style="text-align: center;"><hr/>SIGNER(S) OTHER THAN NAMED ABOVE<hr/></div>

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2024 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER		DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/>	INDIVIDUAL	
<input type="checkbox"/>	CORPORATE OFFICER	
	TITLE(S)	TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/>	PARTNER(S) <input type="checkbox"/> LIMITED	
	<input type="checkbox"/> GENERAL	
<input type="checkbox"/>	ATTORNEY-IN-FACT	
<input type="checkbox"/>	TRUSTEE(S)	NUMBER OF PAGES
<input type="checkbox"/>	GUARDIAN/CONSERVATOR	
<input type="checkbox"/>	OTHER _____	
SIGNER IS REPRESENTING:		DATE OF DOCUMENT
(NAME OF PERSON(S) OR ENTITY(IES))		

		SIGNER(S) OTHER THAN NAMED ABOVE