SUBCONTRACT FOR PREVENTION AND AFTERCARE PROGRAM ACTIVITIES AND SERVICES

This SUBCONTRACT FOR PREVENTION AND AFTERCARE PROGRAM ACTIVITIES AND SERVICES ("Subcontract") is made and entered into effective the 1st day of July, 2022, by and between the SOUTH BAY CENTER FOR COUNSELING, a California corporation (hereafter "CONTRACTOR"), located at 540 N. Marine Ave., Wilmington, CA 90744, and the City of Carson, a California municipal corporation (hereafter "SUBCONTRACTOR"), located at 701 E. Carson St., Carson, CA 90745. Contractor and Subcontractor are sometimes referred to herein, individually or collectively, as "Party" or "Parties."

RECITALS

- A. The County of Los Angeles (hereafter "COUNTY"), awarded CONTRACTOR a Contract for prevention and aftercare services ("Prime Contract"). The Prime Contract was entered into March 1, 2021, for an initial 16-month term with four COUNTY options to extend the term for up to three additional one-year periods and one 6-month period from July 1, 2022 through December 31, 2025.
- B. In order to fulfill its obligations to COUNTY under the Prime Contract, CONTRACTOR desires to engage SUBCONTRACTOR to perform prevention and aftercare program activities and services.
- C. CONTRACTOR did engage SUBCONTRACTOR for this purpose and said parties entered into a subcontract on March 1, 2021, which carried an initial 16-month term 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 option periods, would be co-extensive with the term of the Prime Contract, inclusive of all option periods. The initial term of the 2021 Subcontract is set to expire on June 30, 2022, and in order to address the aforementioned discrepancy, CONTRACTOR and SUBCONTRACTOR intend to enter into this new Subcontract in lieu of CONTRACTOR exercising an option to extend the term of the 2021 Subcontract.
- D. SUBCONTRACTOR desires to perform such work, in accordance with the Terms and Conditions of this Subcontract.
- E. The Parties desire to formalize the selection of SUBCONTRACTOR for performance of those services defined and described particularly in Section 3.3 of this Subcontract and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which is hereby acknowledged, the Parties agree as follows:

1.0 PRIME CONTRACT

Notwithstanding any other provision of this Subcontract, this Subcontract is a Subcontract under the terms of the Prime Contract with the COUNTY and each and all of the provisions of the Prime Contract and any amendments thereto shall extend to and be binding upon the parties to this Subcontract. All representations and warranties contained in this Subcontract shall inure to the benefit of the COUNTY.

1.1 The Prime Contract is attached as Exhibit "A" to this Subcontract.

2.0 TERM OF SUBCONTRACT

The term of this Subcontract shall commence on July 1, 2022 and shall expire on June 30, 2023 ("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 two (2) additional one (1) year periods and one (1) additional six (6)-month period, or as otherwise authorized by the Prime Contract.

3.0 PAYMENT

- 3.1 CONTRACTOR shall compensate SUBCONTRACTOR a total maximum contract sum not to exceed FIFTY-SEVEN THOUSAND DOLLARS (\$57,000.00) ("Contract Sum") for the Term of this Subcontract to provide the service designated in Section 3.3 of this Subcontract.
- 3.2 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 Contract Sum shall be expended by March 30, 2023. Should seventy-five percent (75%) of the Contract Sum not be expended by March 30, 2023, 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.
- 3.3 SUBCONTRACTOR shall provide the following activities and services:
 - Family Coaching and Social Connection groups.
- 3.4 SUBCONTRACTOR does not warrant that it has specialized training or experience under which it performs the services of this Subcontract.
- 3.5 Payment to SUBCONTRACTOR will be:
 - 3.5.1 <u>Line Item Service Rate</u>: The line item service rate is based on SUBCONTRACTOR's budgeted cost for performing the activity/service, which is submitted to CONTRACTOR at the beginning of the Term. SUBCONTRACTOR's costs includes but is not limited to staff's salary, supplies, and mileage.

Type of Service: Family Coaching and Social Connection groups

- 3.6 CONTRACTOR shall have no obligation to pay for any work performed by SUBCONTRACTOR except for those services which are expressly authorized pursuant to this Subcontract and which are provided during the Term of this Subcontract.
- 3.7 COUNTY shall not be liable or responsible in any way to SUBCONTRACTOR or its officers, employees and agents, for any compensation or cost related to this Subcontract.
- 3.8 CONTRACTOR shall hold final contract payment until such time that all required reports, evaluation surveys, evaluation forms, and invoices with supporting documentation are submitted and approved.
- 3.9 CONTRACTOR reserves the right to redistribute the unspent portion of the Contract Sum before the Subcontract expiration date, or when it is evident that SUBCONTRACTOR is not delivering the services/activities as per statement of work. The statement of work is drafted by SUBCONTRACTOR and describes with particularity the types of services to be performed by SUBCONTRACTOR.

4.0 THIRD PARTY BENEFICIARY

- 4.1 The Parties understand and agree that this Subcontract is entered into for the benefit of COUNTY, and that COUNTY is hereby expressly made a third party beneficiary of this Subcontract.
- 4.2 Notwithstanding any other provision of this Subcontract, COUNTY does not intend for SUBCONTRACTOR to acquire any rights as a third party beneficiary of the Prime Contract.

5.0 <u>INSURANCE</u>

5.1 During the term of this Subcontract, SUBCONTRACTOR shall provide and maintain at its own expense the programs of insurance in Section 5.2. Such programs and evidence of insurance shall be satisfactory to COUNTY and shall be primary to, and not contributing with, any other insurance maintained by the COUNTY. COUNTY will be endorsed and named as an additional insured on SUBCONTRACTOR's liability insurance, except for Sections 5.2.5 and 5.2.6 below.

Certificates or other evidence of coverage shall be delivered to CONTRACTOR and to:

Sabrina Silva Program Director South Bay Center for Counseling 540 N. Marine Ave. Wilmington, CA 90744 And to:

DCFC Contracts Administration 425 Shatto Place, Room 400 Los Angeles, CA 90020

prior to commencing under this Subcontract, shall specifically identify this Subcontract, and shall contain the express condition that COUNTY is to be given written notice by registered mail at least thirty (30) days in advance of any modification or termination of insurance.

- 5.2 Such insurance shall be endorsed naming COUNTY as an additional insured, except for Sections 5.2.5 and 5.2.6 below:
 - 5.2.1 General Liability insurance written on a commercial general liability form covering the hazards of premises/operations, contractual independent contractors, products/completed operations, broad form property damage, and personal injury with a combined single limit of no less than one million dollars (\$1,000,000) per occurrence.
 - 5.2.2 Comprehensive auto liability endorsed for all owned, non-owned and hired vehicles with a combined single limit of no less one million dollars (\$1,000,000) per occurrence.
 - 5.2.3 Insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employers Liability with one million dollars (\$1,000,000) limit, covering all persons who provide services for CONTRACTOR.
 - 5.2.4 Insurance covering liability arising from any error, omission, negligent or wrongful act of SUBCONTRACTOR, its officers, or employees with limits of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate. The coverage also shall provide an extended two-year (2) reporting period commencing upon termination or cancellation of this Subcontract.
 - 5.2.5 Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than two million dollars (\$2,000,000) per claim and two million dollars (\$2,000,000) aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.
 - 5.2.6 Cyber liability insurance coverage with limits of not less than two million dollars (\$2,000,000) per occurrence in the aggregate during the term of the Subcontract, including coverage for network security liability, privacy liability, privacy regulatory proceeding, defense, response, expenses and fines; technology professional liability (errors and omissions); privacy

breach expense reimbursement; system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and data/information loss and business interruption. No exclusion/restriction for unencrypted portable devices/media may be on the policy. Coverage limits may be decreased only with the written approval of COUNTY's program manager based upon the maximum number of sensitive records (e.g., Social Security Number, Date of Birth, Name, Credit Card Information, etc.) collected, maintained or transmitted, per client, by each Subcontractor during each contract year.

5.3 Notwithstanding any other provisions of this Subcontract, failure by SUBCONTRACTOR to procure and maintain the required insurance shall constitute a material breach of this Subcontract and CONTRACTOR may immediately terminate or suspend this Subcontract as a result thereof.

6.0 TERMINATION

SUBCONTRACTOR reserves the right to terminate this Subcontract at any time, with or without cause, upon thirty (30) days' written notice to CONTRACTOR, except that where termination is due to the fault of CONTRACTOR, the period of notice may be such shorter time as may be determined by SUBCONTRACTOR. In addition, CONTRACTOR reserves the right to terminate this Subcontract at any time, with or without cause, upon thirty (30) days' written notice to SUBCONTRACTOR, except that where termination is due to the fault of SUBCONTRACTOR, the period of notice may be such shorter time as CONTRACTOR may determine. Upon receipt of any notice of termination, SUBCONTRACTOR shall immediately cease all services hereunder except such as may be specifically approved by CONTRACTOR. SUBCONTRACTOR shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by CONTRACTOR.

7.0 FORCE MAJEURE

Neither Party shall be liable for such Party's failure to perform its obligations under and in accordance with this Subcontract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts, freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such Party.

8.0 MISCELLANEOUS

8.1 Severability. In the event that part of this Subcontract shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Subcontract, which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties hereunder unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Subcontract meaningless.

- 8.2 <u>Attorney's Fees</u>. If either Party to this Subcontract is required to initiate or defend or made a party to any action or proceeding in any way connected with this Subcontract, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.
- 8.3 <u>Corporate Authority</u>. The persons executing this Subcontract 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 Subcontract on behalf of said Party, (iii) by so executing this Subcontract, such party is formally bound to the provisions of this Subcontract, and (iv) the entering into this Subcontract does not violate any provision of any other agreement to which said Party is bound.

[Signatures on the following page]

IN WITNESS WHEREOF, the parties hereto have executed this Subcontract on the date(s) and year(s) set forth below, with express intent that this Subcontract shall be effective as of July 1, 2022.

	Subcontractor:
	CITY OF CARSON, a municipal corporation Suelas Sous Solution Lula Davis-Holmes, Mayor
ATTEST: Dr. Khaleah K. Bradshaw, City Clerk	Date:
APPROVED AS TO FORM: ALESHIRE & WYNDER, LLP	IN DE
Sunny K. Soltani, City Attorney [BRJ]	Contractor:
	SOUTH BAY CENTER FOR COUNSELING, a California corporation
	By: Colled Morney Name: Colleed Mooney Title: Exe ca tive Director
*	Date: 5/25/22
	By: Name: MARIA GWA LOHIBAU Title: Controller
	Date: 5/25/22

Two corporate officer signatures required when Contractor 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, CONTRACTOR'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 CONTRACTOR'S BUSINESS ENTITY.

IN WITNESS WHEREOF, the parties hereto have executed this Subcontract on the date(s) and year(s) set forth below, with express intent that this Subcontract shall be effective as of July 1, 2022.

	Subcontractor:
	CITY OF CARSON, a municipal corporation
	Lula Davis-Holmes, Mayor
	Date:
ATTEST:	Tax Identification Number:
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, a California corporation
	Name: Colleed Money Title: Exe ca time Director
	By: Name: MARIA GINA LOHIBAO Title: Controller
	/2 /2

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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 document.

STATE OF CALIFORNIA				
COUNTY OF LOS ANGELES				
On May as , 2022 before me, hospital, personally appeared Mazia Gira Lori, 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 and correct.	the State of California that the foregoing paragraph is true			
WITNESS my hand and official seal. Signature: Witness my hand and official seal. ROSANNA RIVERA Notary Public - California Los Angeles County Commission # 2357151 My Comm. Expires May 11, 2025				
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.				
CADACITY OF AIMED DV SIGNED	DESCRIPTION OF ATTACHED DOCUMENT			
CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT			
CAPACITY CLAIMED BY SIGNER INDIVIDUAL CORPORATE OFFICER TITLE(S)	DESCRIPTION OF ATTACHED DOCUMENT TITLE OR TYPE OF DOCUMENT			
☐ INDIVIDUAL ☐ CORPORATE OFFICER TITLE(S) ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL ☐ ATTORNEY-IN-FACT				
☐ INDIVIDUAL ☐ CORPORATE OFFICER ☐ TITLE(S) ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL	TITLE OR TYPE OF DOCUMENT			
INDIVIDUAL CORPORATE OFFICER TITLE(S) PARTNER(S) LIMITED GENERAL ATTORNEY-IN-FACT TRUSTEE(S) GUARDIAN/CONSERVATOR	TITLE OR TYPE OF DOCUMENT NUMBER OF PAGES			

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 document.

STATE OF CALIFORNIA				
COUNTY OF LOS ANGELES				
On pay 35, 2022 before me, lessons in personally appeared Colleges & Lecney, 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: With Rosanna Rivera Notary Public - California Los Angeles County Commission # 2357151 My Comm. Expires May 11, 2025				
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 INDIVIDUAL				
CORPORATE OFFICER TITLE OR TYPE OF DOCUMENT TITLE(S)				
PARTNER(S) LIMITED GENERAL NUMBER OF PAGES TRUSTEE(S) LIMITED NUMBER OF PAGES				
GUARDIAN/CONSERVATOR OTHER DATE OF DOCUMENT				
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES)) SIGNER(S) OTHER THAN NAMED ABOVE				
(NAME OF PERSON(S) OR ENTITY(IES)) SIGNER(S) OTHER THAN NAMED ABOVE				

GL1-10100

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CERTIFICATE OF COVERAGE

06/25/2021

Public Risk Innovation, Solutions, and Management

C/O ALLIANT INSURANCE SERVICES, INC. PO BOX 6450 NEWPORT BEACH, CA 92658-6450

PHONE (949) 756-0271 / FAX (619) 699-0901 LICENSE #0C36861

LICENSE #0C36861

Member:

CITY OF CARSON ATTN: ROOBIK GALOOSIAN 701 CARSON STREET CARSON, CA 90745 THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED and/or requesting a WAIVER OF SUBROGATION, the Memorandums of Coverage must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

COVERAGE AFFORDED	A- Public Risk Innovation, Solutions, and Management
COVERAGE AFFORDED	В
COVERAGE AFFORDED	С
COVERAGE AFFORDED	D

Coverages

THIS IS TO CERTIFY THAT THE MEMORANDUMS OF COVERAGE LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE MEMORANDUMS DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUMS. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF COVERAGE	MEMORANDUM NUMBER	COVERAGE EFFECTIVE DATE	COVERAGE EXPIRATION DATE	LIABILITY LIMITS
Α	X Excess General Liability X Auto Liability	PRISM PE 21 EL-115	07/01/2021	07/01/2022	\$2,000,000 \$1,000,000 Limits inclusive of the Member's Self-Insured Retention of \$250,000

Description of Operations/Locations/Vehicles/Special Items:

AS RESPECTS AGREEMENT BETWEEN CITY OF CARSON AND SOUTH BAY CENTER FOR COUNSELING AND COUNTY OF LOS ANGELES FOR THE ADMINISTRATION OF THE SAFE CHILDREN AND STRONG FAMILIES PREVENTION AND AFTERCARE PRGRAM SERVICES.

COVERAGE FOR SEXUAL MISCONDUCT IS INCLUDED IN THE EXCESS GENERAL LIABILITY LIMITS SUBJECT TO TERMS, CONDITIONS AND EXCLUSIONS OF THE MEMORANDUM OF COVERAGE

COUNTY OF LOS ANGELES, ITS SPECIAL DISTRICTS, ELECTED OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS ARE INCLUDED AS ADDITIONAL COVERED PARTIES, BUT ONLY INSOFAR AS THE OPERATIONS UNDER THIS CONTRACT ARE CONCERNED.

Certificate Holder

SOUTH BAY CENTER FOR COUNSELING ATTN: PROGRAM DIRECTOR 540 N MARINE AVE WILMINGTON, CA 90744 Cancellation

SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUMS OF COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WIL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUMS OF COVERAGE PROVISIONS.

AUTHORIZED REPRESENTATIVE

Public Risk Innovation, Solutions, and Management

lina.

ENDORSEMENT NO. U-1

PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT GENERAL LIABILITY 1

ADDITIONAL COVERED PARTY AMENDATORY ENDORSEMENT

It is agreed that the "Covered Party, Covered Persons or Entities" section of the Memorandum is amended to include the person or organization named on the Certificate of Coverage, but only with respect to liability arising out of premises owned by or rented to the Member, or operations performed by or on behalf of the Member or such person or organization so designated.

	nder this endorsement is limited to the lesser of the limits stated on the Certificate of mum limits required by contract.		
ADDITIONAL COVE	RED PARTY:		
NAME OF PERSON	OR ORGANIZATION SCHEDULED PER ATTACHED CERTIFICATE OF COVERAGE		
AS RESPECTS:			
PER ATTACHED CE	RTIFICATE OF COVERAGE		
It is further agreed that nothing herein shall act to increase PRISM's limit of liability.			
This endorsement is part of the Memorandum and takes effect on the effective date of the Memorandum unless another effective date is shown below. All other terms and conditions remain unchanged.			
Effective Date:	Memorandum No.: PRISM 21 EL-00		
Issued to:	ALL MEMBERS_		

Authorized Representative

Issue Date:

Public Risk Innovation, Solutions, and Management

June 25, 2021



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/28/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT Armando Vieyra NAME: PHONE FAX Alliant Insurance Services, Inc. (619) 699-0901 (949) 660-5930 (A/C, No): (A/C, No, Ext): 1301 Dove Street, Suite 200 E-MAIL avieyra@alliant.com ADDRESS: Newport Beach, CA 92660-2436 AllN# INSURER(S) AFFORDING COVERAGE PH: (949)756-0271 Beazley Syndicate 2623 & 623 AA-1128623 License # 0C36861 INSURER A INSURED INSURER B: Public Risk Innovation, Solutions, and Management (PRISM) and its INSURER C: member agencies as endorsed: INSURER D: City of Carson INSURER E ATTN: Roobik Galoosian 701 Carson Street Carson, CA 90745 INSURER F REVISION NUMBER: CERTIFICATE NUMBER: COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD. INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. POLICY NUMBER TYPE OF INSURANCE EACH OCCURRENCE COMMERCIAL GENERAL LIABILITY DAMAGE TO RENTED PREMISES (Ea OCCUR CLAIMS-MADE MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE GGREGATE LIMIT APPLIES PER GEN'I PRODUCTS-COMP/OP AGG \$ PRO-JECT POLICY \$ COMBINED SINGLE LIMIT AUTOMOBILE LIABILITY BODILY INJURY (Per person) ANY AUTO BODILY INJURY (Per accident) SCHEDULED AUTOS OWNED AUTOS ONLY PROPERTY DAMAGE NON-OWNED AUTOS HIRED AUTOS ONLY (Per accident) EACH OCCURRENCE OCCUR UMBRELLA LIAB AGGREGATE EXCESS LIAB CLAIMS-MADE RETENTION \$ DED OTH-RS COMPENSATIO PER STATUTE AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE FIL FACH ACCIDENT OFFICER/MEMBER EXCLUDED? M/Δ E.L. DISEASE - EA EMPLOYEE (Mandatory in NH) E.L. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS below ***MEMBER LIMIT: OTHER: CYBER LIABILITY 2,000,000 7/1/2022 7/1/2021 CLAIMS MADE AND REPORTED POLICY N/A N/A FN2133951 *POLICY ANNUAL AGGREGATE \$ 25,000,000 *RETROACTIVE DATE: MARCH 31, 2010 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Re: As respects agreement between City of Carson and South Bay Center for Counseling and County of Los Angeles for the administration of the safe children and strong families prevention and aftercare program services. Subject to policy limits, terms, conditions and exclusions. Breach Response costs are sub-limited. *Retroactive and Continuity date: A. March 31, 2010 or the effective of coverage for a specific member added subsequent to a renewal. **The total policy annual aggregate limits are shared by all members of the policy. ***The member limit applies to all members of City of Carson combined and not per member. CANCELLATION CERTIFICATE HOLDER SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. FOR THE PURPOSE OF EVIDENCE ONLY: South Bay Center for Counseling 540 N. Marine Ave. Tagie Cd. Cdrsh Wilmington, CA 90744

GL1-10087

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CERTIFICATE OF COVERAGE

06/25/2021

Public Risk Innovation, Solutions, and Management

C/O ALLIANT INSURANCE SERVICES, INC. PO BOX 6450 NEWPORT BEACH, CA 92658-6450

PHONE (949) 756-0271 / FAX (619) 699-0901 LICENSE #0C36861

Member:

CITY OF CARSON ATTN: ROOBIK GALOOSIAN 701 CARSON STREET CARSON, CA 90745 THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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COVERAGE AFFORDED	A- Public Risk Innovation, Solutions, and Management
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COVERAGE AFFORDED	D

Coverages

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CO LTR	TYPE OF COVERAGE	MEMORANDUM NUMBER	COVERAGE EFFECTIVE DATE	COVERAGE EXPIRATION DATE	LIABILITY LIMITS
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Description of Operations/Locations/Vehicles/Special Items:

AS RESPECTS AGREEMENT BETWEEN CITY OF CARSON (SUBCONTRACTOR) AND SOUTH BAY CENTER FOR COUNSELING AND LOS ANGELES COUNTY FOR THE ADMINSTRATION OF THE SAFE CHILDREN AND STRONG FAMILIES PREVENTION AND AFTERCARE PROGRAM SERVICES.

COVERAGE FOR SEXUAL MISCONDUCT IS INCLUDED IN THE EXCESS GENERAL LIABILITY LIMITS. SUBJECT TO TERMS, CONDITIONS AND EXCLUSION OF THE MEMORANDUM OF COVERAGE.

LOS ANGELES COUNTY, ITS SPECIAL DISTRICTS, ELECTED OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS, ARE INCLUDED AS ADDITIONAL COVERED PARTIES, BUT ONLY INSOFAR AS THE OPERATIONS UNDER THIS CONTRACT ARE CONCERNED.

Certificate Holder

LOS ANGELES COUNTY
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
DCFS CONTRACTS ADMINISTRATION
425 SHATTO PL, RM 400
LOS ANGELES, CA 90020

Cancellation

SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUMS OF COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WIL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUMS OF COVERAGE PROVISIONS.

AUTHORIZED REPRESENTATIVE

Public Risk Innovation, Solutions, and Management

ENDORSEMENT NO. U-1

PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT GENERAL LIABILITY 1

ADDITIONAL COVERED PARTY AMENDATORY ENDORSEMENT

It is agreed that the "Covered Party, Covered Persons or Entities" section of the Memorandum is amended to include the person or organization named on the Certificate of Coverage, but only with respect to liability arising out of premises owned by or rented to the Member, or operations performed by or on behalf of the Member or such person or organization so designated.

	under this endorsement is nimum limits required by co		limits stated on the Certificate of
ADDITIONAL COV	ERED PARTY:		
NAME OF PERSON	OR ORGANIZATION SCI	HEDULED PER ATTACHE	ED CERTIFICATE OF COVERAGE
AS RESPECTS:			*
PER ATTACHED C	ERTIFICATE OF COVERA	<u>GE</u>	
			i
It is further agreed that nothing herein shall act to increase PRISM's limit of liability.			
This endorsement is part of the Memorandum and takes effect on the effective date of the Memorandum unless another effective date is shown below. All other terms and conditions remain unchanged.			
Effective Date:		Mer	morandum No.: PRISM 21 EL-00
Issued to:	ALL MEMBERS		

Authorized Representative

Issue Date:

Public Risk Innovation, Solutions, and Management

June 25, 2021

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/28/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT Armando Vieyra NAME: Alliant Insurance Services, Inc. PHONE (949) 660-5930 (619) 699-0901 (A/C, No, Ext): (A/C, No): 1301 Dove Street, Suite 200 avieyra@alliant.com ADDRESS Newport Beach, CA 92660-2436 INSURER(S) AFFORDING COVERAGE AllN # PH: (949)756-0271 AA-1128623 Beazley Syndicate 2623 & 623 License # 0C36861 INSURER A INSURED INSURER B Public Risk Innovation, Solutions, and Management (PRISM) and its INSURER C: member agencies as endorsed: INSURER D: City of Carson INSURER E: ATTN: Roobik Galoosian 701 Carson Street Carson, CA 90745 INSURER F COVERAGES CERTIFICATE NUMBER: **REVISION NUMBER:** THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS TYPE OF INSURANCE COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea CLAIMS-MADE OCCUR MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE GEN'L AGGREGATE LIMIT APPLIES PER PRO-JECT POLICY PRODUCTS-COMP/OP AGG \$ COMBINED SINGLE LIMIT AUTOMOBILE LIABILITY (Ea accident) BODILY INJURY (Per person) ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS BODILY INJURY (Per accident PROPERTY DAMAGE HIRED AUTOS ONLY NON-OWNED AUTOS OCCUR UMBRELLA LIAB EACH OCCURRENCE AGGREGATE EXCESS LIAB CLAIMS-MADE RETENTION \$ WORKERS COMPENSATIO PER STATUTE AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE FI. FACH ACCIDENT E.L. DISEASE - EA EMPLOYEE (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT OTHER: CYBER LIABILITY ***MEMBER LIMIT: S 2,000,000 7/1/2021 7/1/2022 CLAIMS MADE AND REPORTED POLICY N/A N/A FN2133951 *POLICY ANNUAL AGGREGATE \$ 25,000,000 *RETROACTIVE DATE: MARCH 31, 2010 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Re: As respects agreement between City of Carson (Subcontractor) and South Bay Center for Counseling and County of Los Angeles for the administration of the safe children and strong families prevention and aftercare program services. Subject to policy limits, terms, conditions and exclusions. Breach Response costs are sub-limited. *Retroactive and Continuity date: A. March 31, 2010 or the effective of coverage for a specific member added subsequent to a renewal. **The total policy annual aggregate limits are shared by all members of the policy. ***The member limit applies to all members of City of Carson combined and not per member. CERTIFICATE HOLDER CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE FOR THE PURPOSE OF EVIDENCE ONLY: THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN Los Angeles County ACCORDANCE WITH THE POLICY PROVISIONS. Department of Children and Family Services AUTHORIZED REPRESENTATIVE DCFS Contracts Administration Voge cd chrsh 425 Shatto Pl, Rm 400 Los Angeles, CA 90020