

**AMENDMENT NUMBER THREE  
PREVENTION AND AFTERCARE PROGRAM  
CONTRACT NUMBER 2015-01-16**

This Amendment Number Three (“Amendment”) to the Prevention and Aftercare Program Subcontract Agreement (“Subcontract”), is made and entered into by and between South Bay Center for Counseling, (“Contractor”) and City of Carson, Parks and Recreation, (“Subcontractor”) for administration of Prevention and Aftercare Program services as of the first day of January, 2018.

**RECITALS**

A. The County of Los Angeles (“County”) and Contractor entered into that certain Agreement for Prevention and Aftercare Services, effective January 1, 2015 through December 31, 2017 (the “Prime Agreement”).

B. To fulfill its obligations with the County under the Prime Agreement, Contractor entered into that certain Subcontractor Agreement for Prevention and Aftercare Services effective January 1, 2015 through December 31, 2015 between Contractor and Subcontractor (the “Subcontract”), whereby Subcontractor agreed to provide Prevention and Aftercare Services, as further described in Section 3.3 of the Subcontract.

C. Contractor and Subcontractor extended the Term of the Subcontract for an additional year, from January 1, 2016 through December 31, 2016, pursuant to Amendment No. One to the Subcontract.

D. Contractor and Subcontractor extended the Term of the Subcontract for an additional year, from January 1, 2017 through December 31, 2017, pursuant to Amendment No. Two to the Subcontract.

E. The Prime Agreement provides that the County has the option to extend the Prime Agreement for up to two additional one-year periods beyond the original term of the Prime Agreement, and the County has elected to extend the term of the Prime Agreement to include the period of January 1, 2018 through December 31, 2018.

F. Contractor and Subcontractor now desire to amend the Subcontract to further extend the Term of the Subcontract by one year, from January 1, 2018 through December 31, 2018, to correspond with the extension of the term of the Prime Agreement.

**TERMS**

1. **Contract Changes.** The Subcontract is amended as provided herein.

A. Section 2.0 TERMS OF SUBCONTRACT of the Subcontract is revised to read as follows:

“The terms of this subcontract shall be extended from its original Term commencing on January 1, 2015 and ending on January 31, 2015, and extended first from January 1, 2016 through December 31, 2016 and then from January 1, 2017 through December 31, 2017, as follows: the Term is further extended commencing on January 1, 2018 through December 31, 2018, unless terminated earlier pursuant to any of the conditions for termination in the Prime Contract.”

B. Section 3.1 PAYMENT of the Subcontract is revised to read as follows:

“Contractor shall compensate Subcontractor a total maximum contract sum not to exceed \$233,825 for the term of this Subcontract to provide the service designated in Section 3.3 of this Subcontract for the following fiscal year (FY):

The Maximum Contract Sum for this Contract is:	\$233,825.
For the Subcontract Term through 12/31/15:	\$60,000
For the first amended Subcontract Term through 12/31/16:	\$60,000
For the second amended Subcontract Term through 12/31/17:	\$55,000
For the third amended Subcontract Term through 12/31/18:	\$58,825”

3. **Continuing Effect of Agreement.** Except as amended by this Agreement, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by this Amendment to the Agreement.

4. **Affirmation of Agreement; 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 Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Subcontractor represents and warrants to Contractor that, as of the date of this Amendment Contractor is not in default of any material term of the Agreement 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 Agreement.

Contractor represents and warrants to Subcontractor that, as of the date of this Amendment, Subcontractor is not in default of any material term of the Agreement 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 Agreement.

5. **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.

6. **Authority.** The persons executing this Agreement 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 Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

**ALL OTHER TERMS AND CONDITIONS OF THIS CONTRACT REMAIN IN FULL FORCE AND EFFECT.**

[SIGNATURES ON FOLLOWING PAGE]

**IN WITNESS WHEREOF**, the parties hereby have executed this Amendment as of the date first above written. The person(s) signing on behalf of the CONTRACTOR warrants under penalty of perjury that he or she is authorized to bind the CONTRACTOR in this Amendment.

**“CONTRACTOR”**  
**SOUTH BAY CENTER FOR COUNSELING**

Dated: \_\_\_\_\_, 2018

By: \_\_\_\_\_  
Colleen Mooney, Executive Director

**“SUBCONTRACTOR”**  
**CITY OF CARSON**

Dated: \_\_\_\_\_, 2018

By: \_\_\_\_\_  
Albert Robles, Mayor

Tax ID # 95-2513547

**ATTEST:**

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Donesia L. Gause, CMC, City Clerk

**APPROVED AS TO FORM:**

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Sunny K. Soltani, City Attorney