

**AMENDMENT NO. FIVE
TO SUBCONTRACT FOR PREVENTION AND AFTERCARE
PROGRAM ACTIVITIES/SERVICES**

This Amendment No. 5 to the Subcontract for Prevention and Aftercare Program Activities/Services ("Amendment No. 5"), by and between SOUTH BAY CENTER FOR COUNSELING, a nonprofit organization ("Contractor"), and the CITY OF CARSON, a municipal corporation ("Subcontractor"), is effective as of the 1st day of January, 2019 (and Contractor and Subcontractor referred to collectively as "parties" and individually depending on context as "party").

RECITALS

A. The County of Los Angeles ("County") and Contractor entered into that certain agreement entitled Safe Children and Strong Families - Prevention and Aftercare Services (CFDA #93.556), Contract Number 2015-01-016 (the "Prime Agreement"), whereby the County provided certain funding to Contractor for the provision of certain prevention and aftercare services to County residents.

B. The Prime Agreement was effective for an initial term of January 1, 2015 through December 31, 2017 (the "Prime Agreement"), with the County having the option to extend the term of the Prime Agreement for up to two additional one-year periods. County then exercised its first option to extend the term of the Prime Agreement through December 31, 2018.

C. County has now exercised its option to extend the term of the Prime Agreement through December 31, 2019.

D. In order to fulfill its obligations under the Prime Agreement, Contractor entered into that certain "Subcontract for Prevention and Aftercare Program Activities/Services" with Subcontractor (the "Subcontract"), whereby Contractor engaged Subcontractor to perform certain prevention and aftercare services, as described in Section 3.3 of the Subcontract (the "Services") in exchange for compensation in the amount of \$60,000 (the "Contract Sum") for the initial one-year term of the Subcontract, from January 1, 2015 through December 31, 2015.

E. Pursuant to Amendment No. One to the Subcontract ("Amendment No. One"), effective January 1, 2016, the term of the Subcontract was extended for one year, from January 1, 2016 through December 31, 2016, in exchange for payment of additional compensation in the amount of \$60,000, increasing the Contract Sum under the Subcontract from \$60,000 to \$120,000.

F. Pursuant to Amendment No. Two to the Subcontract ("Amendment No. Two"), effective January 1, 2017, the term of the Subcontract was extended for one year, from January 1, 2017 through December 31, 2017, and the Contract Sum was increased by an additional \$55,000, from \$120,000 to \$175,000.

G. Pursuant to Amendment No. Three to the Subcontract ("Amendment No. Three"), effective January 1, 2018, the term of the Subcontract was extended for one year, from January 1, 2018 through December 31, 2018, and the Contract Sum was increased by an additional \$58,825, from \$175,000 to \$233,825.

H. Pursuant to Amendment No. Four to the Subcontract ("Amendment No. Four"), effective July 1, 2018, the Contract Sum was increased by an additional \$6,175, from \$233,825 to \$240,000, for the performance of additional Services during the period from July 1, 2018 through December 31, 2018, which include facilitation of a new social connection group and participation in additional training activities.

I. Contractor and Subcontractor now desire to amend the Subcontract in this Amendment No. 5 to further extend the Term of the Subcontract by one year, from January 1, 2019 through December 31, 2019, to correspond with the extension of the term of the Prime Agreement, and to thereby increase the Contract Sum by an additional \$65,000 for the one year term from January 1, 2019 through December 31, 2019, thereby increasing the total Contract sum from \$240,000 to \$305,000; and, to ratify the continued provision of services pursuant to the terms of the Subcontract from January 1, 2019 through December 31, 2019.

TERMS

1. **Contract Changes.** The Subcontract (as amended by subsequent Amendment Nos. One through Four) is amended as provided herein (deletions shown in ~~striketrough~~, additions shown in ***bold, italics, and underlined***).

A. Section 2.0 TERMS OF 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, ***and then from January 1, 2018 through December 31, 2018,*** as follows: the Term is further extended commencing on ~~January 1, 2018~~ ***January 1, 2019*** through ~~December 31, 2018~~ ***December 31, 2019,*** unless terminated earlier pursuant to any of the conditions for termination in the Prime Contract."

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

"Contractor shall compensate Subcontractor a total maximum contract sum not to exceed ~~\$240,000~~ ***\$305,000*** for the term of this Subcontract to provide the service designated in Section 3.3 of this Subcontract for the following annual periods of the term of this Subcontract:

The Maximum Contract Sum for this Contract is:	\$240,000 <i><u>\$305,000</u></i>
For January 1, 2015 through December 31, 2015:	\$60,000
For January 1, 2016 through December 31, 2016:	\$60,000

For January 1, 2017 through December 31, 2017:	\$55,000
For January 1, 2018 through December 31, 2018:	\$65,000
<u>For January 1, 2019 through December 31, 2019</u>	<u>\$65,000"</u>

3. **Continuing Effect of Subcontract.** Except as amended by this Amendment No. 5, all provisions of the Subcontract shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 5, whenever the term "Subcontract" appears in the Subcontract, it shall mean the Subcontract, as amended by this Amendment No. 5 to the Subcontract.

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

Subcontractor represents and warrants to Contractor that, as of the date of this Amendment No. 5, Contractor is not in default of any material term of the 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 Subcontract.

Contractor represents and warrants to Subcontractor that, as of the date of this Amendment No. 5, Subcontractor is not in default of any material term of the 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 Subcontract.

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 No. 5.

6. **Authority.** The persons executing this Amendment No. 5 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. 5 on behalf of said party, (iii) by so executing this Amendment No. 5, such party is formally bound to the provisions of this Amendment No. 5, and (iv) the entering into this Amendment No. 5 does not violate any provision of any other agreement to which said party is bound.

ALL OTHER TERMS AND CONDITIONS OF THE SUBCONTRACT REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, the parties hereby have executed this Amendment No. 5 as of _____, with the express intent of this Amendment No. 5 being effective as of January 1, 2019. 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 No. 5.

“CONTRACTOR”
SOUTH BAY CENTER FOR COUNSELING

Dated: 1/22, 2019

By: Colleen Mooney
Colleen Mooney, Executive Director

“SUBCONTRACTOR”
CITY OF CARSON

Dated: _____, 2019

By: _____
Albert Robles, Mayor

Tax ID # 95-2513547

ATTEST:

Donesia L. Gause-Aldana, CMC, City Clerk

APPROVED AS TO FORM:

Sunny K. Soltani, City Attorney
[GJP]