

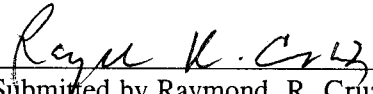


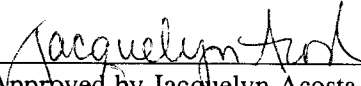
City of Carson

Report to Mayor and City Council

July 2, 2013
New Business Consent

SUBJECT: CONSIDER ACCEPTING THE FAMILY SUPPORT PROGRAM GRANT FROM THE SOUTHBAY CENTER FOR COUNSELING (SBCC)


Submitted by Raymond R. Cruz
Director of Community Services


Approved by Jacquelyn Acosta
Acting City Manager

I. SUMMARY

Since 1999 the City of Carson has been awarded a grant from the South Bay Center for Counseling (SBCC) to fund the Family Support Program. The City has currently received enough funding to continue the program through December 31, 2013. Staff was recently notified that the City will be receiving an additional \$13,500.00, which will fund the program through June 30, 2014. Tonight, the City Council is asked to consider accepting the additional grant funds and authorize the Mayor to execute the amended contract. (Exhibit No. 1).

II. RECOMMENDATION

TAKE the following actions:

1. ACCEPT grant funds in the amount of \$13,500.00 from the South Bay Center for Counseling.
2. AUTHORIZE the Mayor to execute the Family Support Program contract following approval as to form by the City Attorney.

III. ALTERNATIVES

TAKE another action the City Council deems appropriate.

IV. BACKGROUND

For well over ten years, the City of Carson has been the recipient of a grant from the South Bay Center for Counseling (SBCC) to fund the City's Family Support Program. The program is built on the belief that families are better served when they can easily access needed services in their own community. The program helps improve relationships between parents, children, and families through structured activities such as field trips, family dinners, recreational activities and holiday gatherings. These activities are designed to teach families how to spend quality time together, facilitate positive family interactions, as well as how to interact with the community.

The program has already received enough funding to continue the program through the end of this calendar year. Staff was recently notified that the City

has been awarded an additional \$13,500.00 to fund the program through the end of the 2013/14 fiscal year, June 30, 2014. These additional funds will require amending the SBCC contract to add six additional months to its term and to add the additional \$13,500.00 of grant funding. Tonight, the City Council is asked to consider accepting the additional grant funds and amending the contract term.

V. FISCAL IMPACT

Should the City Council accept the additional grant funds awarded by the South Bay Center for Counseling, the funds will be deposited into account no. 10-00-999-610-4533.

VI. EXHIBITS

1. Family Support Program Contract. (pgs. 3-8)
2. Original Family Support Contract Plus All Previous Amendments. (pgs. 9-28)

Prepared by: Cedric L. Hicks, Sr., Recreation Superintendent

TO:Rev06-19-2013

Reviewed by:

City Clerk	City Treasurer
Administrative Services	Public Works
Community Development	Community Services

Action taken by City Council

Date_____ Action_____

**AMENDMENT NUMBER SIX
FAMILY SUPPORT PROGRAM ACTIVITIES/SERVICES**

This Amendment Number Six ("Amendment") to the Family Support Program Activities/Services Contract ("Contract"), 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 Family Support services on this 1st day of July 2013.

WHEREAS, COUNTY and CONTRACTOR are parties to the Contract and CONTRACTOR has been providing Family Support services to the COUNTY; and

NOW, THEREFORE, in consideration of the foregoing and mutual consent herein contained, CONTRACTOR and SUBCONTRACTOR hereby agree to amend the Contract as follows:

1. Section 2.0 TERM, is added to read as follows:

The term of the Contract shall be extended for an additional six months, effective July 1, 2012 through June 30, 2014, unless terminated earlier pursuant to any of the conditions for the termination of the Prime Contract.

2. Section 3.1 is amended, in its entirety, to read as follows:

CONTRACTOR shall compensate the SUBCONTRACTOR a total maximum Contract sum not to exceed FIFTY FOUR THOUSAND AND ZERO CENTS (\$54,000) for the term of this Subcontract to provide the service designated in Section 3.3 of this Subcontract for the following Fiscal Year ("FY"):
Parent – Child Focused Activities

FY (July 1, 2012-June 30, 2013)	\$27,000
FY (July 1, 2013-June 30, 2014)	\$27,000

3. Section 3.2 is amended, in its entirety, to read as follows:

SUBCONTRACTOR shall invoice CONTRACTOR monthly in arrears for services provided. Seventy-five percent (75%) of funds shall be expended by February February 28, 2014. Should seventy-five percent (75%) of funds not be expended, SUBCONTRACTOR shall submit, in writing, a Program Plan (including activity timeline and projected expenditures) to CONTRACTOR and the same must be approved by the Program Director or contract funds will be subject to reallocation. CONTRACTOR shall compensate SUBCONTRACTOR by check within sixty (60) days of receipt and approval of monthly invoice.

4. Section 3.3 is amended, in its entirety, to read as follows:

In compliance with all terms and condition of the Subcontract, SUBCONTRACTOR shall provide those services specified in that certain "Form Contract By and Between the County of Los Angeles Department of Children and Family Services and South Bay Center for Counseling, Contractor for Family Support Services" and detailed in the "South Bay Center for Counseling Family Support Program 2012-2014 Logic Model, attached hereto as Exhibit "A" and incorporated herein by this reference.

5. Section 3.7 is amended, in its entirety, to read as follows:

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 by South Bay Center for Counseling (SBCC).

6. Section 3.8 is amended, in its entirety, to read as follows:

CONTRACTOR reserves the right to re-distribute the unspent portion of the SUBCONTRACTOR'S contract sum before the expiration of the Subcontract, as amended, or when it is evident that SUBCONTRACTOR is not delivering the services/activities as per the "Logic Model" attached hereto as Exhibit B and incorporated herein by this reference.

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

**AMENDMENT NUMBER SIX
FAMILY SUPPORT PROGRAM ACTIVITIES/SERVICES**

EXCEPT AS MODIFIED by this Amendment, the Agreement as previously amended, shall remain in full force and effect upon its original terms and conditions. This Amendment and Agreement may be modified or amended only by a subsequent written instrument executed by all of the parties.

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 Number Five.

"CONTRACTOR"

SOUTH BAY CENTER FOR COUNSELING

Dated: _____, 2013

By: _____
Colleen Mooney, Executive Director

"SUBCONTRACTOR"

CITY OF CARSON

Dated: _____, 2013

By: _____
Jim Dear, Mayor

Tax ID # 95-2513547

ATTEST:

Donesia L. Gause, City Clerk

APPROVED AS TO FORM:

William W. Wynder, City Attorney

FAMILY SUPPORT LOGIC MODEL

Name of Agency: City of Carson

Fiscal Year 2012-2014

INPUTS/RESOURCES	ACTIVITIES	OUTPUTS	OUTCOMES
<p>Funding</p> <p>Knowledgeable Staff</p> <p>Time</p> <p>Safe Facilities</p> <p>Partners</p> <p>-SBCC</p> <p>-City of Carson</p> <p>Parks and Recreation Dept</p> <p>Training Curriculum</p> <p>Materials</p> <p>Equipment</p>	<p>Positive Directions (Carson)</p> <p>-For Teens</p> <p>-For Adults</p> <p>-Long Beach pilot program</p> <p>Collaboration with SBCC</p> <p>Intake/Assessment Case Manager will be provided to identify referrals on an as needed basis and depending on the needs and goals of each family.</p> <p>Hands Without Guns (Carson)</p>	<p>-Classes to help guide teens towards positive social interactions. Workshops will contain topics such as health, dealing with stress, drugs, alcohol, relationships, peer pressure and bullying.</p> <p>-Classes to help parents of youth/teens move through their kid's teen years and help bring about a better understanding and more positive interaction between the kids and parents. These workshops will consist of round table conversations about chosen topics by parents to allow for sharing of ideas.</p> <p>(3) 10 week workshops for <u>teens</u>, 1.5 hours, 1 time per week.</p> <p>(1) 10 week workshops for <u>adults</u>, 1 hour, 1 time per week.</p> <p>(1) 10 week workshops for <u>teens</u> in <u>Long Beach</u>, 1.5 hours, 1 time per week. <u>Approx. 25 total served.</u></p> <p>-Offers a series of classes for teens to focus on positive things that can be done to stay anti-violent. Provides prevention, intervention and education with culturally sensitive curriculum. Workshops include real life stories, employment readiness,</p>	<p>Increased Social Connection</p>

			<p>discussions of alternate choices for positive outcomes, role play, and open forum discussion. Youth are engaged after the workshops through continued youth service projects, ongoing 'club' type meetings, Jr. Staffing at local parks and keeping the youth involved in their community. 8-10 week workshops, 2 hours, 1 time per week. <u>Approx. 10 served.</u></p> <p>-Offer ongoing workshops for youth and teens to experience hands on art such as drawing , painting, sculpture, crafts and photography and performing arts like improv, dance and drama as well as explore how the Arts can be a positive bridge for social connections. Guest artists will be invited to work with youth. Possible art exhibit of youth art will be set up in local areas (City hall or Community center) to share their art with the community. Weekly workshops, 2 hours per week. <u>Approx. 20 total served.</u></p>	
	Social Connections Through the Arts (Carson)			

Youth Services Program

-Youth Services assign the minor to a Youth Services Officer (YSO) to case manage them by providing overall monitoring of their progress toward making positive changes in their lives. Once assessed by a YSO, case management may include: school visits, home visits, assignment to programs, and/or counseling referrals: all on an as needed basis.

Court approved, fee-based programs include: Youth & the Law, Anger Management for Teens, Positive Choices Drug/Alcohol education, Parenting (for adults), Parent/Teen classes, and Community Service. All Youth Services programs may be attended by non-residents for an additional fee. Ongoing classes and case management. Approx. 15 served.

-Read/Tutoring program offers step-by-step reading classes designed to engage young children in developing good reading skills and tutoring to help youth make positive steps toward good grades, study habits and a heightened self confidence. Weekly classes, 1 hour per week. Approx. 10 served.

Collaborate with Todd Franke, UCLA Evaluator, to evaluate program outcomes and impact

Read/Tutoring Program

SUBCONTRACT FOR FAMILY SUPPORT PROGRAM ACTIVITIES/SERVICES

This SUBCONTRACT is made and entered into this First day of July, 2008 by and between SOUTH BAY CENTER FOR COUNSELING (hereafter "CONTRACTOR") located at: 360 North Sepulveda, Suite 2075, El Segundo, CA 90245 and CITY OF CARSON, a general law city and municipal corporation (hereafter "SUBCONTRACTOR"), whose Park and Recreation offices are located at: 2400 Dominguez Street, Carson, California 90810.

WHEREAS, CONTRACTOR has entered into a Contract for Family Support Services (hereafter "Prime Contract") with the County of Los Angeles, (hereafter "County") and

WHEREAS, in order to fulfill its obligations to COUNTY under the Prime Contract, CONTRACTOR desires to engage SUBCONTRACTOR to Family Support Services, and

WHEREAS, SUBCONTRACTOR desires to perform such work in accordance with the Terms and Conditions of this Subcontract.

NOW, therefore, CONTRACTOR and SUBCONTRACTOR agree as follows:

1.0 PRIME CONTRACT

Notwithstanding any other provisions of this Subcontract, this Contract is a Subcontract under the terms of the Prime Contract with 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 CONTRACTOR shall attach a copy of the Prime Contract as Exhibit A to this Subcontract.

2.0 TERMS OF SUBCONTRACT

The terms of this Subcontract shall commence on July 01, 2008, and shall expire on June 30, 2009, unless terminated earlier pursuant to any of the conditions for termination in the Prime Contract.

3.0 PAYMENT

- 3.1 CONTRACTOR shall compensate SUBCONTRACTOR a total maximum contract sum not to exceed \$ 32,000.00 for the term of this Subcontract to provide the service designated in Section 3.3 of this Subcontract for the following Fiscal Year (FY):

FFY (July 01, 2008 – June 30, 2009) \$ 32,000.00

- 3.2 SUBCONTRACTOR shall invoice CONTRACTOR monthly in arrears for service provided. Seventy-five percent (75%) of funds shall be expended by February 28th, 2009. Should seventy-five percent (75%) of funds not be expended, SUBCONTRACTOR shall submit in writing, a Program Plan (including activity timeline and projected expenditures) to CONTRACTOR and must be approved by Program Director OR contract funds will be subject to reallocation. CONTRACTOR shall compensate SUBCONTRACTOR by check within sixty (60) days of receipt and approval of monthly invoice.

- 3.3 The SUBCONTRACTOR shall provide the following activities/services:

Services:

Structured Parent-Child and/or Family-Centered Activities

- 3.4 Payment to SUBCONTRACTOR will be

- 3.4.1 Line Item Service Rate. The line item service rate is based on the budgeted cost in providing the activity/service

Type of Service: Structured Parent-Child and/or Family-Centered Activities

- 3.5 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.
- 3.6 COUNTY shall not be liable or responsible in any way to SUBCONTRACTOR or its officer, employees and agents, for any Compensation or cost related to this Subcontract.
- 3.7 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.
- 3.8 CONTRACTOR reserves the right to re-distribute the unspent portion of the SUBCONTRACTOR'S contract amount before the subcontract expiration date, or when it is evident that SUBCONTRACTOR is not delivering the services/activities as per Statement of Work.

4.0 THIRD PARTY BENEFICIARY

- 4.1 CONTRACTOR and SUBCONTRACTOR 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, the COUNTY, does not intend for SUBCONTRACTOR to acquire any rights as a third party beneficiary of prime contract.

5.0 INSURANCE

Without limiting SUBCONTRACTOR's indemnification of COUNTY, and during the term of this Subcontract, SUBCONTRACTOR shall provide and maintain at its own expense the following programs of insurance. Such programs and evidence of insurance shall be satisfactory to the COUNTY and shall be primary to, and not contributing with, any other insurance maintained by the COUNTY. As stated in Section 8.27.6, Insurance Coverage Requirements for Subcontractors, SUBCONTRACTOR may be endorsed and named as an Additional insured on CONTRACTOR'S liability insurance, if applicable.

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

Mary Hammer
Program Director
South Bay Center for Counseling
360 North Sepulveda Suite 2075
El Segundo, CA 90245

And to:

DCFS Contracts Administration
Attention: Walter Chan, Contracts Manager
425 Shatto Place, Room 400
Los Angeles, California 90020

prior to commencing under this Contract, shall specifically identify this Contract, 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.

A Liability: Such insurance shall be endorsed naming COUNTY, as an additional insured and shall include:

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.
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.



- B. Workers' Compensation: 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 the CONTRACTOR.
- C. Professional Liability: Insurance covering liability arising from any error, omission, or negligent act of the (CONTRACTOR, its officers, or employees with a limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate. The coverage also shall provide an extended two-year (2) reporting period commencing upon termination or cancellation of this Contract.
- D. Property Coverage: Such insurance shall be endorsed naming the COUNTY of Los Angeles as loss payee, provide deductibles of no greater than five percent (5%) of the property value, and shall include:
1. Personal Property: Automobiles and Mobile Equipment – Special form ("all risk") coverage for the actual cash value of the COUNTY –owned or leased property.
 2. Real Property and All Other Personal Property – Special form ("all risk") coverage for the full replacement value of the COUNTY –owned or leased property.
- E. Crime Coverage: Insurance with limits in amounts not less than indicated below covering against loss of money, securities, or other property referred to in this Contract, and naming the COUNTY as loss payee.
- Employee Dishonesty: \$ 500,000
Forgery or Alteration: \$ 500,000
Theft, Disappearance, and Destruction: \$ 500,000
Computer Fraud: \$ 500,000
Burglary and Robbery: \$ 500,000
- F. Notwithstanding any other provisions of this Contract, failure by SUBCONTRACTOR to procure and maintain the required insurance shall constitute a material breach of this Contract and COUNTY may immediately terminate or suspend this Contract as a result thereof.

6.0 MISCELLANEOUS PROVISIONS

- A. Conflict of Interest: No officer or employee of the SUBCONTRACTOR shall have any financial interest, direct or indirect, in this Subcontract nor shall any such officer or employee participate in any decision relating to the Subcontract which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. If any such interest comes to the knowledge of either party at any time during the term of this Subcontract, that party shall immediately make a full and complete disclosure of such conflict of interest, including all pertinent information, to the other party in writing. This provision is required even if and when such conflict of interest does not constitute a violation of any laws or regulations.

The CONTRACTOR attests that, at the time of execution of this Subcontract, it has no interest in, nor does it intend to acquire any interest in, any business or other transaction or relationship with the SUBCONTRACTOR which might constitute a conflict of interest, direct or indirect. The CONTRACTOR further warrants that, in the performance of the services described within this Subcontract, no person having any such interest shall be employed by the SUBCONTRACTOR, unless such interest lies beyond the reasonable detection by the SUBCONTRACTOR.

- B. Disputes: In the event of any dispute arising under this Subcontract, the injured party shall notify the injuring party in writing of its contentions by submitting a claim therefore. The injured party shall continue performing its obligations hereunder so long as the injuring party commences to cure such default within ten (10) days of service of such notice and completes the cure of such default within forty-five (45) days after service of the notice, or such longer period as may be permitted by the injured party; provided that if the default is an immediate danger to the health, safety and general welfare, such immediate action may be necessary. Compliance with the provisions of this Section shall be a condition precedent to termination of this Subcontract for cause and to any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured
- C. Termination Clause: The CONTRACTOR and the SUBCONTRACTOR reserve the right to terminate this Subcontract at any time, with or without cause, upon thirty days (30) days written notice to the other party. Upon receipt of any notice of termination, SUBCONTRACTOR shall immediately cease all services hereunder except such as may be specifically approved by the CONTRACTOR. Except where the SUBCONTRACTOR has initiated termination, the 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 the CONTRACTOR.
- D. Indemnification. CONTRACTOR agrees to indemnify the SUBCONTRACTOR, its officers, agents, employees, volunteers, successors, and assigns (collectively "Indemnitees") against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities of CONTRACTOR, its agents, employees, subcontractors, or invitees, provided for herein, or arising from the negligent acts or omissions of CONTRACTOR hereunder, or arising from CONTRACTOR's negligent performance of or failure to perform any term, provision, covenant or condition of this Subcontract, whether or not there is concurrent passive or active negligence on the part of the Indemnitees but excluding such claims or liabilities arising from the sole negligence or willful misconduct of the SUBCONTRACTOR, its officers,

agents, employees, volunteers, successors, and assigns who are directly responsible to the SUBCONTRACTOR, and in connection therewith:

CONTRACTOR will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

CONTRACTOR will promptly pay any judgment rendered against the Indemnitees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of CONTRACTOR hereunder; and CONTRACTOR agrees to save and hold the Indemnitees harmless therefrom;

In the event the Indemnitees are made a party to any action or proceeding filed or prosecuted against CONTRACTOR for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of CONTRACTOR hereunder, CONTRACTOR agrees to pay to the Indemnitees, any and all costs and expenses incurred by the Indemnitees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence. This indemnity provision shall survive the termination of the Subcontract and is in addition to any other rights or remedies which Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against an Indemnitee shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision.

- E. Integration: It is understood that there are no oral agreements between the parties hereto affecting this Subcontract and this Subcontract supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Subcontract. This Subcontract may be amended at any time by the mutual consent of the parties by an instrument in writing.
- F. Severability: In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in 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 phrases, sentences, clauses, paragraphs, or sections 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.

**SUBCONTRACTOR FOR FAMILY SUPPORT PROGRAM
ACTIVITIES/SERVICES**

The parties hereto have caused this Subcontract to be executed:

CONTRACTOR:

South Bay Center for Counseling

Name of Agency

Colleen Mooney

Authorized Signature

Colleen Mooney, Executive Director

SUBCONTRACTOR:

Jim Dear
Mayor Jim Dear

ATTEST:

Helen S. Kawagoe
City Clerk Helen S. Kawagoe 1-26-09

APPROVED AS TO FORM:

W. W. W.
City Attorney

95-2513547
Tax ID #



**AMENDMENT NUMBER ONE
FAMILY SUPPORT PROGRAM ACTIVITIES/SERVICES**

This Amendment Number One ("Amendment") to the Family Support Program Activities/Services Contract ("Contract"), 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 Family Support services on this __1__ day of July 2009.

WHEREAS, COUNTY and CONTRACTOR are parties to the Contract and CONTRACTOR has been providing Family Support services to the COUNTY; and

NOW, THEREFORE, in consideration of the foregoing and mutual consent herein contained, CONTRACTOR and SUBCONTRACTOR hereby agree to amend the Contract as follows:

1. Section 2.0 TERM, is added to read as follows:

The term of the Contract shall be extended for an additional twelve months, effective July 1, 2009 through June 30, 2010, unless terminated earlier as provided herein.

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

AMENDMENT NUMBER ONE
FAMILY SUPPORT PROGRAM ACTIVITIES/SERVICES

EXCEPT AS MODIFIED by this Amendment, the Agreement as previously amended, shall remain in full force and effect upon its original terms and conditions. This Amendment and Agreement may be modified or amended only by a subsequent written instrument executed by all of the parties.

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 Number One.

AMENDMENT NUMBER ONE
FAMILY SUPPORT PROGRAM ACTIVITIES/SERVICES

The parties hereto have caused this Subcontract to be executed:

CONTRACTOR:

South Bay Center for Counseling

Name of Agency

Colleen Mooney
Authorized Signature

Colleen Mooney, Executive Director

SUBCONTRACTOR:

Jim Dear
Mayor Jim Dear

ATTEST:

Helen S. Kawagoe
City Clerk, Helen S. Kawagoe 8-11-09

APPROVED AS TO FORM:

W. W. [Signature]
City Attorney

95-2513547
Tax ID #

**AMENDMENT NUMBER TWO
FAMILY SUPPORT PROGRAM ACTIVITIES/SERVICES**

This Amendment Number Two ("Amendment") to the Family Support Program Activities/Services Contract ("Contract"), 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 Family Support services on this 1 day of October 2009.

WHEREAS, COUNTY and CONTRACTOR are parties to the Contract and CONTRACTOR has been providing Family Support services to the COUNTY; and

NOW, THEREFORE, in consideration of the foregoing and mutual consent herein contained, CONTRACTOR and SUBCONTRACTOR hereby agree to amend the Contract as follows:

3.0 PAYMENT

3.1 CONTRACTOR shall compensate SUBCONTRACTOR a total maximum contract sum not to exceed \$ 30,720.00 for the term of this Subcontract to provide the service designated in Section 3.3 of this Subcontract for the following Fiscal Year (FY):

FFY (July 01, 2009 – June 30, 2010)	\$ <u>30,720.00</u>
-------------------------------------	---------------------

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

**AMENDMENT NUMBER THREE
SUBCONTRACT FOR FAMILY SUPPORT PROGRAM ACTIVITIES/SERVICES**

This Amendment Number Three ("Third Amendment") to the Subcontract for Family Support Program Activities/Services Contract ("Subcontract"), is made and entered into by and between South Bay Center for Counseling, ("CONTRACTOR") and City of Carson, a general law city and municipal corporation, ("SUBCONTRACTOR") for administration of Family Support Services on this ___1st___ day of July 2010.

WHEREAS, CONTRACTOR has entered into a contract for Family Support Services ("Prime Contract") with the County of Los Angeles ("COUNTY");

WHEREAS, in order to fulfill its obligations to COUNTY under the Prime Contract, CONTRACTOR desires to continue to engage SUBCONTRACTOR to provide Family Support Services in accordance with the Terms and Conditions of this Subcontract, as amended.

NOW, THEREFORE, in consideration of the foregoing and mutual consent herein contained, CONTRACTOR and SUBCONTRACTOR hereby agree to amend the Subcontract as follows:

1. Section 2.0 is amended, in its entirety, to read as follows:

The term of the Subcontract shall be extended for an additional twelve months, effective July 1, 2010 through June 30, 2011, unless terminated earlier pursuant to any of the conditions for the termination of the Prime Contract.

2. Section 3.1 is amended, in its entirety, to read as follows:

CONTRACTOR shall compensate SUBCONTRACTOR a total maximum contract sum not to exceed THIRTY THOUSAND SEVEN HUNDRED AND TWENTY DOLLARS AND ZERO CENTS (\$30,720.00) for the term of this Subcontract to provide the service designated in Section 3.3 of this Subcontract for the following Fiscal Year ("FY"):

FY (July 1, 2010 – June 30, 2011)	\$30,720.00
-----------------------------------	-------------

3. Section 3.2 is amended, in its entirety, to read as follows:

SUBCONTRACTOR shall invoice CONTRACTOR monthly in arrears for services provided. Seventy-five percent (75%) of funds shall be expended by February 28, 2011. Should seventy-five percent (75%) of funds not be expended, SUBCONTRACTOR shall submit, in writing, a Program Plan (including activity timeline and projected expenditures) to CONTRACTOR and the same must be approved by Program Director or contract funds will

be subject to reallocation. CONTRACTOR shall compensate SUBCONTRACTOR by check within sixty (60) days of receipt and approval of monthly invoice.

4. Section 3.3 is amended, in its entirety, to read as follows:

In compliance with all terms and condition of the Subcontract, SUBCONTRACTOR shall provide those services specified in that certain "Form Contract By And Between The County of Los Angeles Department Of Children And Family Services And South Bay Center for Counseling, Contractor For Family Support Services" and detailed in the "South Bay Center For Counseling Family Support Program 2010-2011 Statement of Work," attached hereto as Exhibit "A" and incorporated herein by this reference.

5. Section 3.7 is amended, in its entirety, to read as follows:

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 by South Bay Center for Counseling ("SBCC").

6. Section 3.8 is amended, in its entirety, to read as follows:

CONTRACTOR reserves the right to re-distribute the unspent portion of the SUBCONTRACTOR'S contract sum before the expiration of the Subcontract, as amended, or when it is evident that SUBCONTRACTOR is not delivering the services/activities as per the "Statement of Work," attached hereto as Exhibit "B" and incorporated herein by this reference.

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

**AMENDMENT NUMBER THREE
SUBCONTRACT FOR FAMILY SUPPORT PROGRAM ACTIVITIES/SERVICES**

EXCEPT AS MODIFIED by this Third Amendment, the Subcontract, as previously amended, shall remain in full force and effect upon its original terms and conditions. The Subcontract and this Third Amendment may be modified or amended only by a subsequent written instrument executed by all of the parties.

IN WITNESS WHEREOF, the parties hereby have executed this Third 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 Third Amendment.

CONTRACTOR:

South Bay Center for Counseling
Name of Agency

Colleen Mooney
Authorized Signature

Colleen Mooney, Executive Director

SUBCONTRACTOR:

Jim Dear
Mayor Jim Dear

ATTEST:

Helen S. Kawagoe
City Clerk, Helen S. Kawagoe Sept. 30, 2010

APPROVED AS TO FORM:

W. W. [Signature]
City Attorney

95-2513547
Tax ID #

AMENDMENT NUMBER FOUR
SUBCONTRACT FOR FAMILY SUPPORT PROGRAM ACTIVITIES/SERVICES

This Amendment Number Four ("Fourth Amendment") to the Subcontract for Family Support Program Activities/Services Contract ("Subcontract"), is made and entered into by and between South Bay Center for Counseling, ("CONTRACTOR") and City of Carson, a general law city and municipal corporation ("SUBCONTRACTOR") for administration of Family Support services on this ___1st___ day of July, 2011.

WHEREAS, CONTRACTOR has entered into a contract for Family Support Services ("Prime Contract") with the County of Los Angeles ("COUNTY");

WHEREAS, in order to fulfill its obligations to COUNTY under the Prime Contract, CONTRACTOR desires to continue to engage SUBCONTRACTOR to provide Family Support Services in accordance with the Terms and Conditions of this Subcontract, as amended.

NOW, THEREFORE, in consideration of the foregoing and mutual consent herein contained, CONTRACTOR and SUBCONTRACTOR hereby agree to amend the Subcontract as follows:

1. Section 2.0 TERM, is amended, in its entirety, to read as follows:

The term of the Subcontract shall be extended for an additional twelve months, effective July 1, 2011 through June 30, 2012, unless terminated earlier pursuant to any of the conditions for the termination of the Prime Contract.

2. Section 2.3 TERM, is added to read as follows:

SUBCONTRACTOR will make referrals of families and individuals to the South Bay Center for Community Development (SBCC) Intake/Assessment Case Manager for program intake and assessment. Families and individuals may also be referred by other program partners, DCFS, or directly through SBCC. The SBCC Case Manager will bear final responsibility for determining which referred families and individuals are appropriate candidates for services through the Family Support program. The Case Manager will collaborate with these families and individuals to develop a Family Strengthening Plan that will include an array of supportive services provided by FS partners, possibly including the SUBCONTRACTOR. SUBCONTRACTOR will collaborate with the SBCC Family Coach to assure the continuum of services that support the Family Support program model. SBCC Family Coach will provide but not limited to weekly support to families, community referrals, consult with partner agencies, and follow up to assess if changes or adjustments are necessary to the Family Strengthening Plan.

3. Section 3.1 is amended, in its entirety, to read as follows:

CONTRACTOR shall compensate the SUBCONTRACTOR a total maximum Contract sum not to exceed TWENTY EIGHT THOUSAND DOLLARS AND ZERO CENTS (\$28,000) for the term of this Subcontract to provide the service designated in Section 3.3 of this Subcontract for the following Fiscal Year ("FY"):

FY (July 1, 2011-June 30, 2012) \$28,000

4. Section 3.2 is amended, in its entirety, to read as follows:

SUBCONTRACTOR shall invoice CONTRACTOR monthly in arrears for services provided. Seventy-five percent (75%) of funds shall be expended by February February 28, 2012. Should seventy-five percent (75%) of funds not be expended, SUBCONTRACTOR shall submit, in writing, a Program Plan (including activity timeline and projected expenditures) to CONTRACTOR and the same must be approved by the Program Director or contract funds will be subject to reallocation. CONTRACTOR shall compensate SUBCONTRACTOR by check within sixty (60) days of receipt and approval of monthly invoice.

5. Section 3.3 is amended, in its entirety, to read as follows:

In compliance with all terms and condition of the Subcontract, SUBCONTRACTOR shall provide those services specified in that certain "Form Contract By and Between the County of Los Angeles Department of Children and Family Services and South Bay Center for Counseling, Contractor for Family Support Services" and detailed in the "South Bay Center for Counseling Family Support Program 2011-2012 Statement of Work," attached hereto as Exhibit "A" and incorporated herein by this reference.

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

AMENDMENT NUMBER FOUR
SUBCONTRACT FOR FAMILY SUPPORT PROGRAM ACTIVITIES/SERVICES

EXCEPT AS MODIFIED by this Fourth Amendment, the Subcontract, as previously amended, shall remain in full force and effect upon its original terms and conditions. The Subcontract and this Fourth Amendment may be modified or amended only by a subsequent written instrument executed by all of the parties.

IN WITNESS WHEREOF, the parties hereby have executed this Fourth 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 Fourth Amendment.

CONTRACTOR:

South Bay Center for Counseling
Name of Agency

Authorized Signature

Colleen Mooney
Colleen Mooney, Executive Director

SUBCONTRACTOR:

Jim Dear
Mayor Jim Dear

ATTEST:

Helen S. Kawagoe
City Clerk, Helen S. Kawagoe

APPROVED AS TO FORM:

W. W. [Signature]
City Attorney

95-2513547
Tax ID #

AMENDMENT NUMBER FIVE
SUBCONTRACT FOR FAMILY SUPPORT PROGRAM ACTIVITIES/SERVICES

This Amendment Number Five ("Fifth Amendment") to the Subcontract for Family Support Program Activities/Services Contract ("Subcontract"), is made and entered into by and between South Bay Center for Counseling, ("CONTRACTOR") and City of Carson, a general law city and municipal corporation ("SUBCONTRACTOR") for administration of Family Support services on this ___1st___ day of July 2012.

WHEREAS, CONTRACTOR has entered into a contract for Family Support Services ("Prime Contract") with the County of Los Angeles ("COUNTY");

WHEREAS, in order to fulfill its obligations to COUNTY under the Prime Contract, CONTRACTOR desires to continue to engage SUBCONTRACTOR to provide Family Support Services in accordance with the Terms and Conditions of this Subcontract, as amended;

NOW, THEREFORE, in consideration of the foregoing and mutual consent herein contained, CONTRACTOR and SUBCONTRACTOR hereby agree to amend the Subcontract as follows:

1. Section 2.0 TERM, is amended, in its entirety, to read as follows:

The term of the Subcontract shall be extended for an additional eighteen months, effective July 1, 2012 through December 31, 2013, unless terminated earlier pursuant to any of the conditions for the termination of the Prime Contract.

2. Section 3.1 is amended, in its entirety, to read as follows:

CONTRACTOR shall compensate the SUBCONTRACTOR a total maximum Contract sum not to exceed FORTY THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS (\$40,500) for the term of this Subcontract to provide the service designated in Section 3.3 of this Subcontract for the following Fiscal Year(s) ("FY"):

FY (July 1, 2012-June 30, 2013)	\$27,000
FY (July 1, 2013-December 31, 2013)	\$13,500

3. Section 3.2 is amended, in its entirety, to read as follows:

SUBCONTRACTOR shall invoice CONTRACTOR monthly in arrears for services provided. Seventy-five percent (75%) of funds shall be expended by February February 28, 2013. Should seventy-five percent (75%) of funds not be expended, SUBCONTRACTOR shall submit, in writing, a Program Plan (including activity timeline and projected expenditures) to CONTRACTOR and the same must be

approved by the Program Director or contract funds will be subject to reallocation. CONTRACTOR shall compensate SUBCONTRACTOR by check within sixty (60) days of receipt and approval of monthly invoice.

4. Section 3.3 is amended, in its entirety, to read as follows:

In compliance with all terms and condition of the Subcontract, SUBCONTRACTOR shall provide those services specified in that certain "Form Contract By and Between the County of Los Angeles Department of Children and Family Services and South Bay Center for Counseling, Contractor for Family Support Services" and detailed in the "South Bay Center for Counseling Family Support Program 2012-2013 Logic Model, attached hereto as Exhibit "A" and incorporated herein by this reference.

5. Section 3.7 is amended, in its entirety, to read as follows:

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 by CONTRACTOR.

6. Section 3.8 is amended, in its entirety, to read as follows:

CONTRACTOR reserves the right to re-distribute the unspent portion of the SUBCONTRACTOR'S contract sum before the expiration of the Subcontract, as amended, or when it is evident that SUBCONTRACTOR is not delivering the services/activities as per the "Logic Model" attached hereto as Exhibit B and incorporated herein by this reference.

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

**AMENDMENT NUMBER FIVE
SUBCONTRACT FOR FAMILY SUPPORT PROGRAM ACTIVITIES/SERVICES**

EXCEPT AS MODIFIED by this Fifth Amendment, the Subcontract, as previously amended, shall remain in full force and effect upon its original terms and conditions. The Subcontract and this Fifth Amendment and Agreement may be modified or amended only by a subsequent written instrument executed by all of the parties.

IN WITNESS WHEREOF, the parties hereby have executed this Fifth 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 Fifth Amendment.

"CONTRACTOR"

SOUTH BAY CENTER FOR COUNSELING

Dated: 7/27, 2012

By: Colleen Mooney
Colleen Mooney, Executive Director

"SUBCONTRACTOR"

CITY OF CARSON

Dated: 8/15, 2012

By: Jim Dear
Jim Dear, Mayor

Tax ID # 95-2513547

ATTEST:

Donesia L. Gause
Donesia L. Gause, City Clerk

APPROVED AS TO FORM:

William W. Wynder
William W. Wynder, City Attorney