

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4864

SECOND AMENDMENT TO CONTRACT NO. 34019

34019

THIS SECOND AMENDMENT TO CONTRACT NO. 34019 is entered into, in duplicate, effective as of June 21, 2017, for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting held on June 2, 2015, by and between CENTRO COMMUNITY HISPANIC ASSOCIATION, INC., a non-profit corporation with offices located at ^{1633 Long Beach Boulevard} ~~1900 Atlantic Avenue, 2nd Floor,~~ Long Beach, California ⁹⁰⁸¹³ ~~90806~~, ("Contractor") and the CITY OF LONG BEACH, a municipal corporation ("City") and administering entity for Pacific Gateway Workforce Investment Network.

WHEREAS, City requires specialized services requiring unique skills to be performed in providing Workforce Investment Act/Workforce Innovation and Opportunity Act (WIA/WIOA) program services to out-of-school youth; and

WHEREAS, the City and Contractor (the "Parties") entered into Contract No. 34019 (the "Contract") whereby Contractor agreed to provide such services; and

WHEREAS, the Parties entered into a First Amendment to the Contract to extend the term; and

WHEREAS, the Parties desire to extend the term an additional one (1) year period and add \$162,500 for a total not to exceed amount of \$402,500;

NOW, THEREFORE, in consideration of the mutual terms and conditions herein contained, the Parties agree as follows:

1. Section 2 of the Contract is hereby amended to read as follows:

SECTION 2. TERM.

The term of this Contract shall be deemed to have commenced as of June 4, 2015, and unless sooner terminated pursuant to the provisions hereof, shall terminate on June 30, 2018. Either of the parties hereto shall have the right to terminate this Contract in its entirety at any time during the term for any or no reason whatsoever by giving fifteen (15) days prior written notice of termination to the other party. City shall have the additional

1 right to cancel any part of this Contract at any time during the term for any reason
2 whatsoever by giving fifteen (15) days' notice of such cancellation to the Contractor.

3 Notwithstanding the foregoing, the City shall have the right to terminate and
4 cancel this Contract without notice, in its sole discretion, if the actions or non-action of
5 Contractor subjects the City to liability, legal obligations or program operation obligations
6 beyond the liability and obligations under the Contract Documents. If this Contract is
7 terminated prior to the expiration of the Term, Contractor shall be reimbursed for all eligible
8 program allowable costs which have been accrued but not paid through the effective date
9 of termination. Contractor agrees to accept such amount, plus all amounts previously paid,
10 as full payment and satisfaction of all obligations of City to Contractor.”

11 2. The first paragraph to Section 5 of the Contract is hereby amended to
12 read as follows:

13 “SECTION 5. CONTRACT AMOUNT AND PAYMENT.

14 The total amount which shall be payable by City to Contractor for Contractor’s
15 allowable services during the Term shall not exceed Four Hundred Two Thousand Five
16 Hundred Dollars (\$402,500).

17 3. Except as expressly amended in this Second Amendment, all terms
18 and conditions in Contract No. 34019 are ratified and confirmed and shall remain in full
19 force and effect.

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IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed with all the formalities required by law on the respective dates set forth opposite their signatures.

CENTRO COMMUNITY HISPANIC ASSOCIATION, INC., a non-profit corporation

July 11, 2017

By [Signature]
Name Jessica Quintana
Title Executive Director

July 12, 2017

By [Signature]
Name Lehcia Mata
Title Board Chairwoman

"Contractor"

CITY OF LONG BEACH, a municipal corporation

July 26, 2017

By [Signature]
City Manager
Tom Modica
"City" Assistant City Manager

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

This Second Amendment to Contract No. 34019 is approved as to form on

July 24, 2017.

CHARLES PARKIN, City Attorney

By [Signature]
Deputy

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