# OFFICE OF THE CITY ATTORNEY CHARLES PARKIN, City Attorney 333 West Ocean Boulevard, 11th Floor Long Beach. CA 90802-4664

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### THIRD AMENDMENT TO CONTRACT NO. 33980

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THIS THIRD AMENDMENT TO CONTRACT NO. 33980 is made and entered, in duplicate, as of June 20, 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 UNITED CAMBODIAN COMMUNITY, a non-profit Corporation ("Contractor") with offices located at 2201 E. Anaheim Street, Suite 200, Long Beach, California 90804, 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 (WIAWIOA) program services to out-of-school youth; and

WHEREAS, City and Contractor (the "Parties") entered into Contract No. 33980 (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 increase the not to exceed amount; and

WHEREAS, the Parties entered into a Second Amendment to the Contract to increase the not to exceed amount; and

WHEREAS, the Parties desire to extend the term an additional one (1) year period and add \$189,904 for a total not to exceed amount of \$583,059;

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

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(15) days prior written notice of termination to the other party. City shall have the additional right to cancel any part of this Contract at any time during the Term for any reason whatsoever by giving fifteen (15) days' notice of such cancellation to the Contractor.

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

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

## "SECTION 5. CONTRACT AMOUNT AND PAYMENT.

The total amount which shall be payable by City to Contractor for Contractor's allowable services during the term shall not exceed Five Hundred Eighty-Three Thousand Fifty-Nine Dollars (\$583,059)."

3. Except as expressly amended in this Third Amendment, all terms and conditions in Contract No. 33980 are ratified and confirmed and shall remain in full force and effect.

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municipal

EXECUTED PURSUANT

TO SECTION 301 OF

THE CITY CHARTER.