

FIRST AMENDMENT TO CONTRACT NO. 31563

31563

THIS FIRST AMENDMENT is made and entered into, in duplicate, as of January 1, 2010, 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 January 4, 2011, by and between PROFESSIONAL TRUCKING SCHOOL, a California corporation, with offices located at 2863 E. Slauson Avenue, Huntington Park, California 90255, ("Provider") and the CITY OF LONG BEACH, a municipal corporation ("City") and administering entity for the Pacific Gateway Workforce Investment network.

WHEREAS, the City and Provider executed Agreement No. 31563 on April 9, 2010, wherein provider agreed to provide vocational training services for one year; and

WHEREAS, the parties desire to extend the term of the Agreement for an additional year and increase the contract amount by One Hundred Seventy-Five Thousand and 00/100 Dollars (\$175,000.00);

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

1. Section 2 of Contract No. 31563 is deleted in its entirety and amended as follows:

"SECTION 2. TERM.

The term of this Contract ("Term") shall be deemed to have commenced as of January 1, 2010 and unless sooner terminated pursuant to the provisions hereof, shall terminate on December 31, 2011. 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 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 Provider.

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

9 2. Section 3 of Contract No. 31563 is deleted in its entirety and
10 amended as follows:

11 **“SECTION 3. CONTRACT AMOUNT AND PAYMENT.”**

12 The total amount which shall be payable by City to Provider for Provider’s
13 services during the Term shall not exceed Three Hundred Seventy-five Thousand Dollars
14 (\$375,000.00).

15 The City shall, in due course, reimburse the Provider for the actual,
16 reasonable and necessary costs and expenses incurred by Provider in the performance
17 of this Contract which are authorized and approved and in accordance with and pursuant
18 to the Prime Contract, to the extent that such Prime Contract is applicable to the
19 Provider's performance hereunder. Such payments by the City shall be made only from
20 funds received by City under the Prime Contract and shall be payable only after the City
21 receives said funds with which to make such payments.

22 Disbursement of funds received from the State shall be under the direction
23 of the City Manager or his designee and shall be in accordance with the provisions of this
24 Contract and made pursuant to the Prime Contract and any additional procedures,
25 regulations and reporting requirements which are established by the City that do not
26 conflict with applicable procedures, regulations and reporting requirements of the State.”

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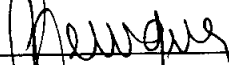
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1 3. Except as expressly amended herein, all terms, covenants and
2 conditions in Agreement No. 31563 are ratified and confirmed and shall remain in full
3 force and effect.

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

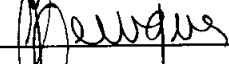
7 PROFESSIONAL TRUCKING SCHOOL, a
8 California corporation

9 Dated: 2/11, 2011

By  JOSE A. HENRIQUEZ

10 Title PRESIDENT

11 Dated: 2/11, 2011

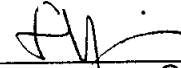
By  JOSE A. HENRIQUEZ

12 Title DIRECTOR

13 "Provider"

14 CITY OF LONG BEACH, a municipal
15 corporation

16 Dated: 3.7, 2011

By  Assistant City Manager
City Manager

17 "City"

EXECUTED PURSUANT
TO SECTION 901 OF
THE CITY CHARTER.

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19 The First Amendment to Agreement No. 31563 is hereby approved as to
20 form this 1st day of March, 2011.

21 ROBERT E. SHANNON, City Attorney

22 By 
23 Deputy

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664