

FIRST AMENDMENT TO CONTRACT NO. 34018

**34018**

THIS FIRST AMENDMENT TO CONTRACT NO. 34018 ("First Amendment") is entered into, in duplicate, effective as of June 7, 2016, 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 KRA CORPORATION, a Maryland, for-profit corporation ("Contractor") with offices located at 11830 West Market Place, Suite M, Fulton, MD 20759, 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 entered Contract No. 34018 (the "Contract") whereby Contractor agreed to provide such services; and

WHEREAS, the City and Contractor desire to extend the term and add \$245,000 for a total not to exceed contract amount of \$850,000;

NOW, THEREFORE, in consideration of the mutual terms and conditions in the Contract and in this First Amendment, the parties agree as follows:

1. Section 2 of Contract No. 34018 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, 2017. 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 Contractor.

Notwithstanding the foregoing, the City shall have the right to terminate and

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

8 2. The first paragraph to Section 5 of Contract No. 34018 is hereby  
9 amended to read as follows:

10 “SECTION 5. CONTRACT AMOUNT AND PAYMENT.

11 The total amount which shall be payable by City to Contractor for Contractor’s  
12 allowable services during the term shall not exceed Eight Hundred Fifty Thousand Dollars  
13 (\$850,000).”

14 3. Except as expressly amended in this First Amendment, all terms and  
15 conditions in Contract No. 34018 are ratified and confirmed and shall remain in full force  
16 and effect.

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

4 KRA CORPORATION, a Maryland, for-  
5 profit corporation

6 July 19<sup>th</sup>, 2016

7 By [Signature]  
Name Knowlton Alterbeary  
Title President & CEO

8 July 18<sup>th</sup>, 2016

9 By [Signature]  
Name Patrick Baxatt  
Title Vice President & COO

10 "Contractor"

11 CITY OF LONG BEACH, a municipal  
12 corporation

13 August 1, 2016

14 By [Signature]  
City Manager  
Assistant City Manager

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.

15 "City"

16 This First Amendment to Contract No. 34018 is approved as to form on

17 July 26, 2016.

18 CHARLES PARKIN, City Attorney

19 By [Signature]  
20 Deputy  
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22 OFFICE OF THE CITY ATTORNEY  
23 CHARLES PARKIN, City Attorney  
24 333 West Ocean Boulevard, 11th Floor  
25 Long Beach, CA 90802-4664  
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