FIRST AMENDMENT TO CONTRACT NO. 32586

32586

THIS FIRST AMENDMENT TO CONTRACT No. 32586 is entered into, in 3 duplicate, effective as of July 1, 2012, pursuant to a minute order adopted by the City 4 Council of the City of Long Beach at its meeting held on July 10, 2012, by and between 5 LONG BEACH UNIFIED SCHOOL DISTRICT, a California public agency, with offices 6 located at 3701 E. Willow Street, Long Beach, California 90815, ("Contractor") and the 7 CITY OF LONG BEACH, a municipal corporation ("City"). 8

This First Amendment is made with reference to the following facts and 9 10 objectives:

WHEREAS, City and Contractor executed Contract No. 32586 on March 14, 2012, wherein Contractor agreed to provide Family Literacy Services to low income 12 13 families; and

WHEREAS, the parties now desire to extend the term for two (2) additional 14 15 months and increase the contract amount;

NOW, THEREFORE, in consideration of the terms and conditions 16 contained herein, it is mutually agreed by and between the parties hereto as follows: 17

Section 2 of Contract No. 32586 is hereby amended and deleted in 1. 18 its entirety to read as follows: 19

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"2. TERM.

The term of this Contract ("Term") shall be deemed to have A. commenced as of July 1, 2011 and unless sooner terminated pursuant to the provisions hereof, shall terminate at midnight on August 31, 2012. 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

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

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Contractor.

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OFFICE OF THE CITY ATTORNEY ROBERT E. SHANNON, City Attorney 333 West Ocean Boulevard, 11th Floor Long Beach, CA 90802-4664 B. 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 costs which have accrued but not been 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. Section 4.A of Contract No. 32586 is hereby amended and deleted in its entirety to read as follows:

"4. <u>CONTRACT AMOUNT AND PAYMENT</u>.

A. The total amount which shall be payable by City to Contractor for Contractor's services during the Term shall be increased by Eighteen Thousand Eight Hundred-Sixty Dollars (\$18, 860.00) for a total amount not to exceed One Hundred and Three Thousand Eight Hundred-Sixty Dollars (\$103,860.00)."

3. Except as set forth in this First Amendment to Contract No. 32586,
all terms and conditions of the Contract are ratified and confirmed and shall remain in full
force and effect.

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