

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

FIRST AMENDMENT TO CONTRACT NO. 32783  
**32783**

THIS FIRST AMENDMENT TO CONTRACT NO. 32783 is entered into, in duplicate, effective as of January 1, 2014, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting held on June 4, 2013, by and between JAG TAG ENTERPRISES, INC., a private for-profit corporation with offices located at 2110 Artesia Blvd., Suite B404, Redondo Beach, CA 90278 ("Contractor") and the CITY OF LONG BEACH, a municipal corporation ("City") and administering entity for Pacific Gateway Workforce Investment Network ("Pacific Gateway").

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

WHEREAS, City and Contractor executed Contract No. 32783 on September 6, 2012, wherein Contractor agreed to provide employment and skills development workshop services to Pacific Gateway participants; and

WHEREAS, the parties now desire to extend the Term of the Contract until June 30, 2014 and increase the contract amount by adding an additional One Hundred Seventy-Five Thousand Dollars (\$175,000.00);

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

1. Section 2 of Contract No. 32783 is hereby amended and deleted in its entirety to read as follows:

"SECTION 2. TERM.

The term of this Contract ("Term") shall be deemed to have commenced as of July 1, 2012, and unless sooner terminated pursuant to the provisions hereof, shall terminate on June 30, 2014. 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

1 for any reason whatsoever by giving fifteen (15) days notice of such cancellation to the  
2 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  
8 eligible program allowable costs which have been accrued but not paid through the  
9 effective date of termination. Contractor agrees to accept such amount, plus all amounts  
10 previously paid, as full payment and satisfaction of all obligations of City to Contractor.”

11           2. Section 4 of Contract No. 32783 is hereby amended and deleted in its  
12 entirety to read as follows:

13           4. CONTRACT AMOUNT AND PAYMENT.

14           The total amount which shall be payable by City to Contractor for  
15 Contractor's services during the Term is increased by One Hundred Seventy-Five  
16 Thousand Dollars (\$175,000.00) for a total amount not to exceed Three Hundred-Fifty  
17 Thousand Dollars (\$350,000.00).

18           The City shall, in due course, reimburse the Contractor for the actual,  
19 reasonable and necessary costs and expenses incurred by Contractor in the  
20 performance of this Contract which are authorized and approved by Exhibit "B" and are in  
21 accordance with and pursuant to the WIA Master Subgrant Agreement, to the extent that  
22 such Agreement is applicable to the Contractor's performance hereunder. Such  
23 payments by the City shall be made only from funds received by City under the WIA  
24 Master Subgrant Agreement and shall be payable only after the City receives said funds  
25 with which to make such payments.

26           City may make advance payments to the Contractor as only to the extent  
27 such payments are authorized and permitted by the State. Such advance payments shall  
28 only be made from funds which are received by the City from the State under the WIA

1 Master Subgrant Agreement for such disbursement to the Contractor and such payments  
2 shall be made in accordance with said Agreement and pursuant to Exhibit "B". In no  
3 event shall the total of such advance payments exceed an amount equal to the average  
4 budgeted expenses for one (1) month as set forth in Exhibit "B". Contractor will maintain a  
5 separate account number within its accounting system for funds received hereunder as  
6 advance payments.

7 Payment to the Contractor shall be limited to the amounts specified in  
8 Exhibit "B" for the categories, criteria and rates established in said Attachment.  
9 Contractor may, with the prior written approval of the City Manager of the City of Long  
10 Beach ("City Manager") or his designee make adjustments within and among the  
11 categories of expenditures in the Budget, and modify the performance to be rendered  
12 hereunder as provided in Exhibit "B"; provided, however, that any such adjustment in  
13 expenditures shall not result in an increase in the amount of the Budget. The agent or  
14 representative of Contractor who signs as the maker of checks or drafts or in any manner  
15 authorizes the disbursement of said funds or expenditure of same shall be covered by a  
16 blanket fidelity or comprehensive crime bond regarding the handling of said funds in an  
17 amount set out in Section 11, paragraph E of this Contract.

18 Contractor shall not charge nor receive compensation under this Contract  
19 for any services or expenses unless said services or expenses are directly and  
20 exclusively related to the purposes of this Contract, and provided that payment is not also  
21 received by Contractor from some other source for said services or expenses.

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 WIA Master Subgrant Agreement and any additional  
25 procedures, regulations and reporting requirements which are established by the City that  
26 do not conflict with applicable procedures, regulations and reporting requirements the  
27 State.

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1 All payments to Contractor by the City, including advance payments will be  
2 based upon invoices and the necessary supporting documents which the State and the  
3 City may require Contractor to submit. The expenditure of all funds shall be accounted  
4 for promptly, and Contractor shall keep separate detailed accounts for each expenditure  
5 for each component part of this project.

6 Public or private non-profit contractor revenues in excess of costs are to be  
7 treated as program income or profits in accordance with the City of Long Beach Program  
8 Income Policy pursuant to 20 CFR 629.32, 54 FR 47, or as amended, and will be used to  
9 further program objectives unless the Governor of the State of California requires that  
10 such income be turned over to the State.”

11 3. Except as set forth in this First Amendment to Contract No. 32783, all  
12 terms and conditions of the Contract are ratified and confirmed and shall remain in full  
13 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.

JAG TAG ENTERPRISES, INC., a Private For-profit Corporation

Dated: 1/16, 2014

By [Signature]  
President  
Jacqueline Nash-Devlin  
Type or Print Name

Dated: 1/16, 2014

By [Signature]  
Secretary  
Jacqueline Nash-Devlin  
Type or Print Name

"Contractor"

CITY OF LONG BEACH, a municipal corporation

Dated: 1.30, 2014

By [Signature] Assistant City Manager  
City Manager

"City"

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

The foregoing First Amendment to Contract No. 32783 is hereby approved as to form this 21<sup>st</sup> day of January, 2014.

CHARLES PARKIN, City Attorney

By [Signature]  
Deputy

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