

FIRST AMENDMENT TO CONTRACT NO. 34019

34019

THIS FIRST AMENDMENT TO CONTRACT NO. 34019 ("First Amendment") is entered into, in duplicate, effective as of July 5, 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 CENTRO COMMUNITY HISPANIC ASSOCIATION, INC., a non-profit corporation with offices located at 1900 Atlantic Avenue, 2nd Floor, Long Beach, California 90806, ("Contractor") 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. 34019 (the "Contract") whereby Contractor agreed to provide such services; and

WHEREAS, the City and Contractor desire to extend the term;

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 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, 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

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

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. Except as expressly amended in this First Amendment, all terms and
9 conditions in Contract No. 34019 are ratified and confirmed and shall remain in full force
10 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.

CENTRO COMMUNITY HISPANIC ASSOCIATION, INC., a non-profit corporation

Sept 8, 2016

By [Signature]
Name Jessica Quintana
Title Executive Director

September 8th 2016

By [Signature]
Name Leticia Mata
Title Board chairman

"Contractor"

CITY OF LONG BEACH, a municipal corporation

Sept. 28 2016

By [Signature]
City Manager
Assistant City Manager

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

"City"

This First Amendment to Contract No. 34019 is approved as to form on 9-26 2016.

CHARLES PARKIN, City Attorney

By [Signature]
Deputy

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