

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

1 FIRST AMENDMENT TO CONTRACT NO. 32641

2 **32641**

3 THIS FIRST AMENDMENT TO CONTRACT NO. 32641 is made and  
4 entered, in duplicate, as of November 19, 2015 for reference purposes only, pursuant to  
5 a minute order adopted by the City Council of the City of Long Beach at its meeting on  
6 November 10, 2015, by and between LONG BEACH COMMUNITY COLLEGE  
7 DISTRICT, a public education entity ("Contractor") with offices located at 4901 E. Carson  
8 Street, Long Beach, California 90808 and the CITY OF LONG BEACH, a municipal  
9 corporation ("City") and administering entity for Pacific Gateway Workforce Investment  
10 Network ("Pacific Gateway").

11 WHEREAS, City requires specialized services requiring unique skills to be  
12 performed in connection with training and educational support to Pacific Gateway  
13 participants; and

14 WHEREAS, the parties entered Contract No. 32641 whereby Contractor  
15 agreed to provide such services; and

16 WHEREAS, the parties desire to extend the term;

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

19 1. Section 2 of Contract No. 32641 is hereby amended to read as  
20 follows:

21 "2. TERM. The term of this Contract ("Term") shall be deemed to have  
22 commenced as of November 7, 2011, and unless sooner terminated pursuant to the  
23 provisions hereof, shall terminate on June 30, 2016. Either of the parties hereto shall  
24 have the right to terminate this Contract in its entirety at any time during the Term for any  
25 or no reason whatsoever by giving fifteen (15) days prior written notice of termination to  
26 the other party. City shall have the additional right to cancel any part of this Contract at  
27 any time during the Term for any reason whatsoever by giving fifteen (15) days' notice of  
28 such cancellation to the Contractor.

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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 Contractor 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, Contractor shall be reimbursed for all  
6 eligible program allowable costs which have been accrued but not paid through the  
7 effective date of termination. Contractor agrees to accept such amount, plus all amounts  
8 previously paid, as full payment and satisfaction of all obligations of City to Contractor.”

9                   2.       Except as expressly amended in this First Amendment, all terms and  
10 conditions in Contract No. 32641 are ratified and confirmed and shall remain in full force  
11 and effect.

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IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

LONG BEACH COMMUNITY COLLEGE DISTRICT, a public education entity

Jan. 23, 2015<sup>b</sup>

By [Signature]  
Name \_\_\_\_\_  
Title \_\_\_\_\_

\_\_\_\_\_, 2015

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

"Contractor"

CITY OF LONG BEACH, a municipal corporation **Assistant City Manager**

April 13, 2015  
2016

By [Signature]  
City Manager

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

"City"

This First Amendment to Contract No. 32641 is approved as to form on

April 4, 2016.

CHARLES PARKIN, City Attorney

By [Signature]  
Deputy

**Amendment #1 to Contract #32641  
Exhibit B  
Statement of Work  
H-1B Health Sector Training Project**

**VENDOR:** Long Beach Community College District  
4901 E. Carson St.  
Long Beach, CA 90808  
*(Hereinafter referred to as "LBCCD")*

**CONTRACT TERM:** November 7, 2011 – June 30, 2016

**CONTRACT AMOUNT:** Not to Exceed \$172,000

**NUMBER SERVED:** Approx. 71 Participants

**FUNDING SOURCE:** Department of Labor – H-1B Visa Funds

Administered by the City of Long Beach, Pacific Gateway supports the workforce needs of the residents and businesses, through its one-stop career centers. Long Beach Community College District (LBCCD) shall administer the program services described herein on behalf of Pacific Gateway.

**I. PROGRAM SUMMARY:**

The H-1B Health Sector Training Project with LBCCD will provide the following:

- Incumbent Worker Training ( 31 Participants)
  - Advanced Directive Liaisons = 4 participants
  - ER Techs - Phlebotomy = 27 participants
- Academic Counseling (20 Participants)
- Non-Incumbent Worker Training (20 Participants)
  - CNA-HHA – 20 participants

**II. FUNDING:**

LBCCD shall be paid an amount not to exceed \$172,000. These funds will be reimbursed according to the Project Budget on item VIII below. Funds available in support of this agreement are made possible through the Department of Labor under the H-1B Visa Funds.

**III. TRAINING OUTCOMES:**

LBCCD must provide list of participants who attended training, including those who obtained certificates.

**IV. PROGRAM MANAGEMENT:**

Pacific Gateway will review LBCCD's performance after each cohort to ensure that program goals are met. If LBCCD cannot fulfill the obligations of this contract, Pacific Gateway's designated Program Manager must be notified in writing immediately.

**V. INVOICING PROCEDURES:**

Invoices should be submitted on a monthly basis to Pacific Gateway, 3447 Atlantic Avenue, Long Beach CA 90807, Attention: Mildred Mota. Supporting documentation, such as attendance sheets, must accompany all invoices.

**VI. CONTINUATION OF CONTRACT:**

Continuation of this contract is contingent upon the satisfactory achievement of the standards and goals of this agreement as determined by Pacific Gateway and/or availability of H-1B funds from the Department of Labor.

**VII. LETTER OF MODIFICATION:**

All requests for contract modifications must be in writing and include detailed justification for such modifications. Pacific Gateway may initiate a letter of modification at any time during the contractual term with written concurrence from LBCCD.

**VIII. PROJECT BUDGET:**

<b>Contracted Training</b>	<b>Cost per Participant</b>	<b># of Participants</b>	<b>Total</b>
ER Techs - Phlebotomy	\$766.29	27	\$20,690
Adv Dir Liaison	\$473	4	\$1,892
Certified Nursing Assistant(CNA) - Home Health Aide (HHA)	\$7,100	20	\$142,000
<b>Other</b>			
Academic Counseling	\$356	20	\$7,120
<b>Total</b>			<b>171,702</b>