

FIRST AMENDMENT TO CONTRACT NO 31483

31483

THIS FIRST AMENDMENT TO CONTRACT NO. 31483 is entered into, in duplicate, as of April 27, 2010 for reference purposes only pursuant to a minute order of the City Council of the City of Long Beach at its meeting held on April 20, 2010, by and between LOS ANGELES UNIFIED SCHOOL DISTRICT – DIVISION OF ADULT AND CAREER EDUCATION – HARBOR OCCUPATIONAL CENTER, an Educational Institution, with offices located at 333 S. Beaudry Avenue, Los Angeles, California 90017, (“Contractor”) and the CITY OF LONG BEACH, a municipal corporation (“City”) and administering entity for the Pacific Gateway Workforce Investment Network.

WHEREAS, the parties entered Contract No. 31483 whereby Contractor agreed to provide contract services to support WIA funded program services. Services include, but are not limited to, case management, job search preparation, skills remediation, vocational training, vocational assessment and supportive services; and

WHEREAS, the parties desire to increase the contract amount by \$150,000;

NOW, THEREFORE, in consideration of the mutual terms and conditions in Agreement No. 31483, the parties agree as follows:

1. Section 4 of Agreement No. 31483 is hereby amended to read as follows:

“4. CONTRACT AMOUNT AND PAYMENT. The total amount which shall be payable by City to Contractor for Contractor’s services during the Term shall not exceed Two Hundred Sixty Thousand Dollars (\$260,000).

The City shall, in due course, reimburse the Contractor for the actual, reasonable and necessary costs and expenses incurred by Contractor in the performance of this Contract which are authorized and approved and in accordance with and pursuant to the Prime Contract, to the extent that such Prime Contract is applicable to the Contractor's performance hereunder. Such payments by the City shall be made

OFFICE OF THE CITY ATTORNEY
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1 only from funds received by City under the Prime Contract and shall be payable only after
2 the City receives said funds with which to make such payments.

3 City may make advance payments to the Contractor as only to the extent
4 such payments are authorized and permitted by the State. Such advance payments shall
5 only be made from funds which are received by the City from the State under the Prime
6 Contract for such disbursement to the Contractor and such payments shall be made in
7 accordance with said Prime Contract. In no event shall the total of such advance
8 payments exceed an amount equal to the average budgeted expenses for one (1) month.
9 Contractor will maintain a separate account number within its accounting system for
10 funds received hereunder as advance payments.

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

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

25 Disbursement of funds received from the State shall be under the direction
26 of the City Manager or his designee and shall be in accordance with the provisions of this
27 Contract and made pursuant to the Prime Contract and any additional procedures,
28 regulations and reporting requirements which are established by the City that do not

1 conflict with applicable procedures, regulations and reporting requirements the State.

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

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

12 2. Except as expressly amended in this First Amendment, all terms and
13 conditions in Contract No. 31483 are ratified and confirmed and shall remain in full force
14 and effect.

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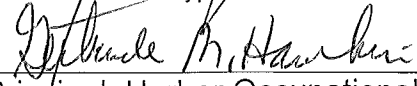
IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed with all the formalities required by law on the respective dates set forth opposite their signatures.

LOS ANGELES UNIFIED SCHOOL DISTRICT
- DIVISION OF ADULT AND CAREER
EDUCATION - HARBOR OCCUPATIONAL
CENTER, an Educational Institution

May 25, 2010

By 
Executive Director
Ed Morris

May 27, 2010

By 
Principal, Harbor Occupational Center
Gertrude Hawkins

"Contractor"
CITY OF LONG BEACH, a municipal
corporation
Assistant City Manager

6.18, 2010

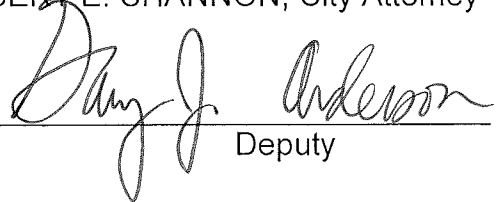
By 
City Manager

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

"City"
The foregoing Contract is hereby approved as to form this 3rd day of

June, 2010.

ROBERT E. SHANNON, City Attorney

By 
Deputy

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