

1 FIRST AMENDMENT TO CONTRACT NO. 31549

2 **31549**

3 THIS FIRST AMENDMENT ("Amendment") is entered into, pursuant to a  
4 minute order adopted by the City Council of the City of Long Beach at its meeting held on  
5 November 10, 2009, by and between the CITY OF LONG BEACH, a municipal  
6 corporation, hereinafter referred to as the ("CITY"), and the LONG BEACH COMMUNITY  
7 COLLEGE DISTRICT (LBCCD), a California Controlled Institution of Higher Education,  
8 with offices located at 4901 East Carson Street, Long Beach, California 90808,  
9 hereinafter referred to as ("CONTRACTOR.")

10 RECITALS

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

13 1. The City of Long Beach Workforce Development Bureau  
14 collaborated with the Long Beach Community College District to obtain a grant from the  
15 California Labor and Workforce Development Agency and California Energy Commission  
16 to implement a mechanics training program ("Program").

17 2. The Program was jointly developed with the College to expose and  
18 prepare residents for careers as technicians and vehicle mechanics.

19 3. Through the Program, the College has been providing training that  
20 prepares students for employment as green vehicle service technicians and CNG/LNG  
21 Mechanics.

22 4. The parties desire to amend Contract No. 31549 to extend the term.  
23 NOW, THEREFORE, in consideration of the terms and conditions  
24 contained herein, it is mutually agreed by and between the parties hereto as follows:

25 1. Section 2 of Contract No. 31549 is hereby amended to read as  
26 follows:

27 "2. Term.

28 The term of this Contract ("Term") shall be deemed to have commenced on

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

1 October 1, 2009, and unless sooner terminated pursuant to the provisions hereof, shall  
2 terminate at midnight on November 30, 2011. Either of the parties hereto shall have the  
3 right to terminate this Contract in its entirety at any time during the Term for any or no  
4 reason whatsoever by giving fifteen (15) days prior written notice of termination to the  
5 other party. City shall have the additional right to cancel any part of this Contract at any  
6 time during the Term for any reason whatsoever by giving fifteen (15) days notice of such  
7 cancellation to the Contractor.

8 Notwithstanding the foregoing, the City shall have the right to terminate and  
9 cancel this Contract without notice, in its sole discretion, if the actions or non-action of  
10 Contractor subjects the City to liability, legal obligations or program operation obligations  
11 beyond the obligation of City under the Prime Contract.

12 If this Contract is terminated prior to the expiration of the Term, Contractor  
13 shall be reimbursed for all eligible program costs which have accrued but not been paid  
14 through the effective date of termination. Contractor agrees to accept such amount, plus  
15 all amounts previously paid, as full payment and satisfaction of all obligations of City to  
16 Contractor.”

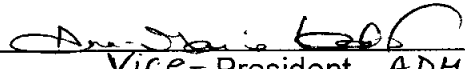
17 2. Except as expressly amended herein, all of the terms, covenants,  
18 and conditions in Contract No. 31549 are ratified and confirmed and shall remain in full  
19 force and effect.

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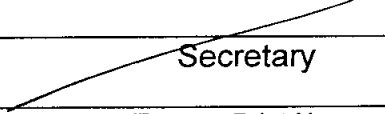
1 IN WITNESS WHEREOF, the parties hereto have caused these presents to  
2 be duly executed with all the formalities required by law on the respective dates set forth  
3 opposite their signatures.

4 LONG BEACH COMMUNITY COLLEGE  
5 DISTRICT (LBCCD), a California Controlled  
6 Institution of Higher Education

7 May 23, 2011

By   
Vice-President, ADMIN. SRVS.  
8 Ann-Marie Gabel  
9 Type or Print Name

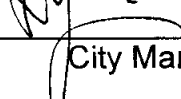
10 \_\_\_\_\_, 2011

By   
Secretary  
11 \_\_\_\_\_  
12 Type or Print Name

13 "Contractor"

14 CITY OF LONG BEACH, a municipal  
15 corporation Assistant City Manager

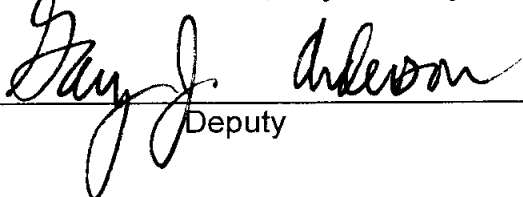
16 4.8, 2011

By   
City Manager  
17 APPROVED PURSUANT  
SECTION 301 OF  
THE CITY CHARTER.

18 "City"

19 The foregoing First Amendment is hereby approved as to form this 5th  
20 day of April, 2011.

21 ROBERT E. SHANNON, City Attorney

22 By   
23 Deputy  
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