

1 FIRST AMENDMENT TO CONTRACT NO. 30739

2 **30739**

3 THIS FIRST AMENDMENT ("Contract") is entered into, in duplicate,
4 effective as of July 22, 2009, pursuant to a minute order adopted by the City
5 Council of the City of Long Beach at its meeting held on May 5, 2009, by and
6 between INSTITUTE OF NETWORK TECHNOLOGY, a California corporation,
7 with offices located at 2727 E. Willow Street, Signal Hill, California 90806,
8 ("Provider") and the CITY OF LONG BEACH, a municipal corporation ("City").

9 WHEREAS, the parties executed Contract No. 30739 in January of 2008,
10 wherein Provider agreed to provide contact services for vocational training
11 services; and

12 WHEREAS, the parties now desire to amend the Contract to extend the
13 term for an additional year;

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

16 1. Section 2. Term. is amended and deleted in its entirety to read as
17 follows:

18 "SECTION 2. TERM.

19 The term of this Contract ("Term") shall be deemed to have commenced as
20 of January 1, 2008 and unless sooner terminated pursuant to the provisions hereof, shall
21 terminate at midnight on January 1, 2010. Either of the parties hereto shall have the right
22 to terminate this Contract in its entirety at any time during the Term for any or no reason
23 whatsoever by giving fifteen (15) days prior written notice of termination to the other
24 party. City shall have the additional right to cancel any part of this Contract at any time
25 during the Term for any reason whatsoever by giving fifteen (15) days notice of such
26 cancellation to the Provider.

27 Notwithstanding the foregoing, the City shall have the right to terminate and
28 cancel this Contract without notice, in its sole discretion, if the actions or non-action of

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

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1 Provider subjects the City to liability, legal obligations or program operation obligations
2 beyond the liability and obligations under the Contract Documents. If this Contract is
3 terminated prior to the expiration of the term, Provider shall be reimbursed for all eligible
4 program costs which have accrued but not been paid through the effective date of
5 termination. Provider agrees to accept such amount, plus all amounts previously paid, as
6 full payment and satisfaction of all obligations of City to Provider."

7 2. Except as expressly amended herein, all of the terms and conditions
8 in Contract No. 30739 are ratified and confirmed and shall remain in full force and effect.

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

12 INSTITUTE OF NETWORK TECHNOLOGY, a
13 California corporation
14 July 28, 2009 By [Signature]
15 President
16 July 28, 2009 By Mohsen Mirhasseini
17 Type or Print Name
18 Secretary
19 Merrill Fleig
20 Type or Print Name

21 "Provider"
22 CITY OF LONG BEACH, a municipal
23 corporation
24 August 8, 2009 By [Signature] Assistant City Manager
25 City Manager
26 EXECUTED PURSUANT
27 TO SECTION 301 OF
28 THE CITY CHARTER.
"City"

The foregoing First Amendment to Contact No. 30739 is hereby approved
as to form this 4th day of August, 2009.

ROBERT E. SHANNON, City Attorney
By [Signature] Deputy