

**30736**

THIS FIRST AMENDMENT ("Amendment") is entered into, in duplicate, effective as of September 5, 2009, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting held on May 5, 2009, by and between PROFESSIONAL TRUCKING SCHOOL, a California corporation, with offices located at 2863 E. Slauson Avenue, Huntington Park, California 90255, ("Provider") and the CITY OF LONG BEACH, a municipal corporation ("City").

Recitals

This Contract is made with reference to the following facts and objectives:

Whereas, the City submitted an application ("Application") to the Employment Development Department (the "State") of the State of California, Employment Development Department, for funds to provide meaningful training and employment opportunities for economically disadvantaged, unemployed and underemployed persons consistent with the Workforce Investment Act of 1998 ("WIA") codified as Section 504 of the Rehabilitation Act, 29 U.S.C. 794(d) and all regulations, directives, policies, procedures and amendments issued thereto and/or legislation, regulations, policies, directives, and/or procedures which may replace the Workforce Investment Act; and

Whereas, the Application was approved by the State and a Workforce Investment Act subgrant has been executed by and between the State and the City authorizing such programs and providing the funding therefore under Workforce Investment Act Master Subgrant Agreement, which has been designated as No. 865464 the ("Prime Contract"); and

Whereas, in June of 2008, the City and Provider entered into Contract No. 30736 whereupon Provider agreed to provide WIA funded program services for one year; and

Whereas, City and Provider now desire to amend Contract No. 30736 to

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

1 extend the term for an additional year and increase the contract price;

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

4 1. Section 2 of Contract No. 30736 is hereby deleted in its entirety and  
5 amended to read as follows:

6 "SECTION 2. TERM.

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

15 Notwithstanding the foregoing, the City shall have the right to terminate and  
16 cancel this Contract without notice, in its sole discretion, if the actions or non-action of  
17 Provider subjects the City to liability, legal obligations or program operation obligations  
18 beyond the liability and obligations under the Contract Documents. If this Contract is  
19 terminated prior to the expiration of the term, Provider shall be reimbursed for all eligible  
20 program costs which have accrued but not been paid through the effective date of  
21 termination. Provider agrees to accept such amount, plus all amounts previously paid, as  
22 full payment and satisfaction of all obligations of City to Provider."

23 2. Section 3 of Contract No. 30736 is hereby deleted in its entirety and  
24 amended to read as follows:

25 "SECTION 3. CONTRACT AMOUNT AND PAYMENT.

26 The total amount which shall be payable by City to Provider for Provider's  
27 services during the extended Term is increased by One Hundred Fifty Thousand Dollars  
28 (\$150,000.00) such that the amount payable to provider shall not exceed Three Hundred

1 Twenty-Five Thousand Dollars (\$325,000.00).

2           The City shall, in due course, reimburse the Provider for the actual,  
3 reasonable and necessary costs and expenses incurred by Provider in the performance  
4 of this Contract which are authorized and approved by Exhibit "C" and are in accordance  
5 with and pursuant to the Prime Contract, to the extent that such Prime Contract is  
6 applicable to the Provider's performance hereunder. Such payments by the City shall be  
7 made only from funds received by City under the Prime Contract and shall be payable  
8 only after the City receives said funds with which to make such payments.

9           Disbursement of funds received from the State shall be under the direction  
10 of the City Manager or his designee and shall be in accordance with the provisions of this  
11 Contract and made pursuant to the Prime Contract and any additional procedures,  
12 regulations and reporting requirements which are established by the City that do not  
13 conflict with applicable procedures, regulations and reporting requirements of the State."

14           Except as set forth in this First Amendment to Contract No. 30736, all terms  
15 and conditions of the Contract are ratified and confirmed and shall remain in full force and  
16 effect.

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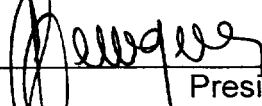
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IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed with all the formalities required by law on the respective dates set forth opposite their signatures.

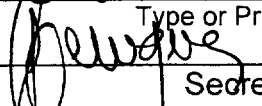
PROFESSIONAL TRUCKING SCHOOL, a California corporation

10/2, 2009

By   
President

JOSE A HENRIQUEZ  
Type or Print Name

10/2, 2009

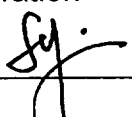
By   
Secretary

JOSE A HENRIQUEZ  
Type or Print Name

"Provider"

CITY OF LONG BEACH, a municipal corporation

10-12, 2009

By  Assistant City Manager  
City Manager

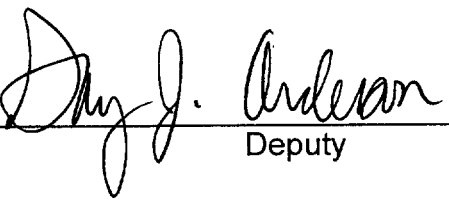
**EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER**

"City"

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

The foregoing First Amendment to Contract No. 30736 is hereby approved as to form this 7<sup>th</sup> day of October, 2009.

ROBERT E. SHANNON, City Attorney

By   
Deputy