

1 **FIRST AMENDMENT TO CONTRACT NO. 30684**
2 **30684**

3 THIS FIRST AMENDMENT ("Amendment") is entered into, in duplicate,
4 effective as of September 5, 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 between
6 COLLEGE OF INSTRUMENT TECHNOLOGY, a California corporation, with offices
7 located at 17156 Bellflower Blvd, Bellflower, California 90706, ("Provider") and the CITY
8 OF LONG BEACH, a municipal corporation ("City").

9 **Recitals**

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

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

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

25 Whereas, in January of 2008, the City and Provider entered into Contract
26 No. 30684 whereupon Provider agreed to provide WIA funded vocational training
27 services for one year; and

28 Whereas, City and Provider now desire to amend Contract No. 30684 to

1 extend the term for an additional year and increase the contact 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. 30684 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. 30684 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 Fifty Thousand Dollars (\$50,000.00)
28 such that the amount payable to provider shall not exceed Two Hundred Ten Thousand

1 Dollars (\$210,000.00).

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

14 Except as set forth in this First Amendment to Contract No. 30684, 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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OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
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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.

COLLEGE OF INSTRUMENT TECHNOLOGY,
a California corporation

September 22, 2009

By Harold E. Durbin
President
Harold E. Durbin

Type or Print Name

September 22, 2009

By MJ Durbin
Secretary
Marcia June Durbin

Type or Print Name

"Provider"

CITY OF LONG BEACH, a municipal corporation

11.23, 2009

By [Signature]
Assistant City Manager
City Manager

"City"

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

The foregoing First Amendment to Contract No. 30684 is hereby approved as to form this 18th day of November, 2009.

ROBERT E. SHANNON, City Attorney

By [Signature]
Deputy