

2. This Agreement is funded solely under the Workforce Investment Act (WIA). In the event the WIA is canceled or WIA funds to the City are terminated, this Agreement will likewise terminate. Contractor shall have no recourse to non-WIA funds.

3. Contractor and City hereby agree that payment will be by City-draft within thirty (30) days following receipt and approval of each monthly invoice or within the course of ordinary City business, whichever occurs first.

4. Payments to the Contractor may be withheld by the City if the Contractor fails to comply with the provisions of this Agreement.

5. Contractor shall be responsible to repay any disallowed costs as determined by the City, its agent, the State or the Department of Labor (DOL).

### III -- TERM OF AGREEMENT

The term of the Agreement shall be from **July 1, 2010, to June 30, 2013**. Contractor shall be responsible for submitting a budget detail for each program year in order to receive subsequent program year funding. The parties may extend this Agreement for one (1) additional year upon the same terms and conditions as are set forth in this Agreement. Any such extension shall be in writing, signed by an authorized representative of each party, and entered into prior to the expiration of this Agreement.

### IV -- MODIFICATIONS

#### A. Unilateral Amendment

At any time during the term of this Agreement the City reserves the right and authorized the SBWIB, Executive Director to modify this Agreement upon written notice to the Contractor under the following circumstances:

1. There is an increase or decrease in Federal or state funding levels.
2. A modification to the Agreement is required in order to implement an adjustment or modification to the plan.
3. Funds awarded the Contractor have not been or shall not be expended in

