

35047

AMENDMENT #1 to the City of Long Beach

CONTRACT #18-E0016-1 To

Provide (On-Call) Risk Assessment Services

The City of Long Beach, Department of Health and Human Services and CalEPA-Office of Environmental Health Hazard Assessment (OEHHA) hereby agree that the agreement identified as City of Long Beach Agreement No. 18-E0016 previously entered into by the parties is amended as follows:

1. OEHHA-CITY Agreement No. 18-E0016-1 is amended to extend the term. Amendment Number 1 adds 2 year(s) of time to the original contract. The contract term shall now read September 15, 2018 through August 31, 2022. The attached Statement of Work and Schedule of Hourly Rates hereby amends the original Statement of Work and Schedule of Hourly Rates.

All other terms and conditions remain the same.

City of Long Beach

Linda F. Tatum for
Authorized Signature

Thomas B. Modica
Printed Name

City Manager
Title

October 26, 2020
Date

**CalEPA-Office of Environmental
Health Hazard Assessment**

[Signature]
Authorized Signature

Mike Gyurics
Printed Name

Deputy Director for Admin Services Division
Title

8/18/20
Date

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER

APPROVED AS TO FORM
October 23, 2020
CHARLES PARKIN, City Attorney
By [Signature]
TAYLOR M. ANDERSON
DEPUTY CITY ATTORNEY

**EXHIBIT A
STATEMENT OF WORK**

1. The Office of Environmental Health Hazard Assessment (hereinafter referred to as "OEHHA") hereby enters into an agreement with the CITY to review the assessment of human health and/or environmental risks at various locations under the oversight of the CITY.
2. The Project Representatives during the term of this Agreement will be:

City of Long Beach	Office of Environmental Health Hazard Assessment
Attention: Judeth Luong	Attention: Carmen Milanes
Address: 2525 Grand Ave. Long Beach, CA 90815	Address: 1001 I Street P.O. Box 4010, MS 12B Sacramento, CA 95812
Phone: (562) 570-4104	Phone: (916) 323-4153
E-Mail: Judeth.Luong@longbeach.gov	E-Mail: carmen.milanes@oehha.ca.gov

The parties may change their respective Project Representative upon providing ten (10) days written notice to the other party.

3. The Project Administrative Contacts during the term of this Agreement will be:

City of Long Beach	Office of Environmental Health Hazard Assessment
Attention: Judeth Luong	Attention: Carolyn Flowers
Address: 2525 Grand Ave. Long Beach, CA 90815	Address: 1001 I Street P.O. Box 4010, MS 12B Sacramento, CA 95812
Phone: (562) 570-4104	Phone: (916) 324-3732
E-Mail: Judeth.Luong@longbeach.gov	E-Mail: carolyn.flowers@oehha.ca.gov

The Project Administrative Contacts are responsible for executing tasks as outlined in the "Work to be Performed". All inquiries regarding work to be performed should be directed to the Project Administrative Contacts.

4. The Contract Representatives during the term of this agreement will be:

City of Long Beach	Office of Environmental Health Hazard Assessment
Attention: Carl Vos	Attention: Cynthia Soto
Address: 2525 Grand Ave. Long Beach, CA 90815	Address: 1001 I Street P.O. Box 4010, MS 12B Sacramento, CA 95812
Phone: (562) 570-4092	Phone: (916) 324-6440
E-Mail: Carl.Vos@longbeach.gov	E-Mail: cynthia.soto@oehha.ca.gov

B. WORK TO BE PERFORMED

1. It is the responsibility of the CITY to:
 - a. Provide a written work request to OEHHHA containing:
 - 1) Description of the site, name/title, location/street address.
 - 2) Site project number, if applicable.
 - 3) Description of the type of review services requested including travel, conference calls, and meeting attendance, as needed.
 - 4) Work timetable and/or requested completion date.
 - 5) The name, title, telephone number, e-mail address and mailing address of the CITY Project Manager.
 - 6) A listing of documents to be reviewed together with the documents themselves. All documents submitted to OEHHHA will be accompanied by a work request.
 - b. Submit a work request to the OEHHHA Project Administrative Contact for each site and/or document for program assignment and cost estimation.
 - c. Compensate OEHHHA in accordance with the OEHHHA Air and Site Assessment and Climate Indicators Branch Schedule of Hourly Rates (EXHIBIT B) for work request estimates, work performed and necessary travel expenses and per diem.
2. As specified in the work request submitted by the CITY Project Representative, it is the responsibility of OEHHHA to perform the following services when requested:
 - a. Assist the CITY staff in planning and coordinating meetings with responsible parties (RP) and/or their consultants. Provide information necessary to develop risk assessments for specific cleanup sites as listed in the work request.
 - b. When requested by the CITY Project Representative, inspect contaminated sites in order to evaluate the appropriateness of the proposed conceptual site model and/or other aspects of the risk assessment.
 - c. Review risk assessments submitted, under cover of a work request, to OEHHHA by the CITY Project Representative. OEHHHA shall review, evaluate and make written

- recommendations for revisions to the assessment as submitted to the CITY project manager. In the event of subsequent revisions, OEHHA shall review and evaluate any such revisions to provide additional recommendations of the overall assessment documents by the mutually agreed upon completion date stated on the work request.
- d. Provide consultation services to CITY staff and Responsible Party (RP) and/or consultants on issues concerning human health and/or environmental risks.
 - e. When requested, provide expert testimony on and concerning OEHHA's review and consultation on behalf of the CITY at council hearings and courtroom proceedings. Such expert testimony shall be available during the executed term of this agreement.
 - f. Provide general human health and/or environmental risk assistance and training when specified on a work request.
 - g. OEHHA shall send a memorandum providing comment and recommendations to the CITY upon completion of the work and within the time frame as specified in the work request.
 - h. Record all time and activities spent on the project and provide these records to CITY upon their request.
 - i. Prepare invoice(s) to include contract number 18-E0016 work request and/or site reference number, a brief description of work performed, number of hours and costs by position and travel and per diem if applicable. Invoices shall be submitted, in duplicate, not more frequently than monthly in arrears to:

*Long Beach Department of Health and Human Services
Attention: Judeth Luong
2525 Grand Ave.
Long Beach, CA 90815*

EXHIBIT B
OFFICE OF ENVIRONMENTAL HEALTH HAZARD ASSESSMENT
AIR AND SITE ASSESSMENT AND CLIMATE INDICATOR BRANCH (ASACIB)
SCHEDULE OF HOURLY RATES

For the period covering July 1, 2020 – June 30, 2021

Position	Hourly Rate
Supervising Toxicologist	\$210
Senior Toxicologist	207
Staff Toxicologist (Specialist)	164
Associate Toxicologist	135
Research Scientist Supervisor I	164
Research Scientist II	135
Research Scientist I	123
Associate Government Program Analyst	113
Staff Services Analyst	73
Office Technician (Typing)	68

The above hourly rates include costs for personnel services, benefits, and indirect/overhead costs. Hourly rates exclude travel and per diem costs.

Annually OEHHA shall compare the Flat Hourly Rate aggregate with actual expenditures as reported by the OEHHA financial system for the preceding 12-month period to determine if any decrease and/or increase by classification should be made. If it is determined that revisions to the Flat Hourly Rate are warranted, OEHHA shall prepare a revised rate schedule and through an amendment of the AGREEMENT, the revised rate schedule shall be attached to and made a part of this AGREEMENT.

Payment for services performed under this agreement shall be based upon: 1) number of hours of consultation; 2) necessary travel time; 3) associated travel and per diem costs incurred.

Any reimbursement of costs for associated travel and per diem shall be at the rates not to exceed those amounts paid to the State's represented employees under collective bargaining agreements currently in effect.