

1 FIRST AMENDMENT TO AGREEMENT NO. 31080

2 **31080**

3 THIS FIRST AMENDMENT TO AGREEMENT NO. 31080 is made and
4 entered, in duplicate, as of October 23, 2009 for reference purposes only, pursuant to a
5 minute order adopted by the City Council of the City of Long Beach at its meeting held on
6 December 16, 2008, by and between LENNY ARKINSTALL SR. dba THE LOS
7 CERRITOS WETLANDS STEWARDSHIP, INC., a California corporation, with its
8 principal office at 6289 E. Pacific Coast Highway, Slip F39, Long Beach, California
9 90803 ("Consultant"), and the CITY OF LONG BEACH, a municipal corporation, located
10 at 333 West Ocean Boulevard, Long Beach, California 90802 ("City");

11 WHEREAS, City requires professional services for the maintenance and
12 management of environmentally sensitive areas, including Golden Shore Marine
13 Biological Reserve, Jack Dunster Marine Biological Reserve, Colorado Lagoon, Rainbow
14 Lagoon, Sims Pond, Marine Stadium, Pacific and Electric Right-of-Way greenbelt and
15 debris control at Catalina Landing and Rainbow Harbor; and

16 WHEREAS, the parties executed Agreement No. 31080 wherein Consultant
17 agreed to perform the services required of City for one (1) year; and

18 WHEREAS, the parties now desire to extend the term for one (1) additional
19 year;

20 NOW, THEREFORE, in consideration of the mutual terms, covenants, and
21 conditions in this Agreement, the parties agree as follows:

22 1. Section 1 of Agreement No. 31080 is hereby deleted and amended
23 in its entirety to read as follows:

24 "1. SCOPE OF WORK OR SERVICES.

25 1.1 Consultant shall furnish specialized services more particularly
26 set forth in Exhibit "A" attached to this Agreement and incorporated herein by this
27 reference, in accordance with the standards of the profession, and City shall pay
28 Consultant for said services in an annual amount not to exceed Two Hundred Four

1 Thousand Dollars (\$204,000) per year.

2 1.2 Consultant may select the time and place of performance
3 hereunder provided, however, that access to City documents, records, and the like, if
4 needed by Consultant, shall be available only during City's normal business hours and
5 provided that milestones for performance, if any, are met.

6 1.3 Consultant has requested to receive regular payments. City
7 shall pay Consultant within thirty (30) days following receipt from Consultant and approval
8 by City of invoices showing the services or task performed, the time expended (if billing is
9 hourly), and the name of the Project. Consultant shall certify on the invoices that
10 Consultant has performed the services in full conformance with this Agreement and is
11 entitled to receive payment. Each invoice shall be accompanied by a progress report
12 indicating the progress to date of services performed and covered by said invoice,
13 including a brief statement of any Project problems and potential causes of delay in
14 performance, and listing those services that are projected for performance by Consultant
15 during the next invoice cycle. Where billing is done and payment is made on an hourly
16 basis, the parties acknowledge that such arrangement is either customary practice for
17 Consultant's profession, industry, or business, or is necessary to satisfy audit and legal
18 requirements which may arise due to the fact that City is a municipality.

19 1.4 Consultant represents that Consultant has obtained all
20 necessary information on conditions and circumstances that may affect performance
21 hereunder and has conducted site visits, if necessary.

22 1.5 **CAUTION:** Consultant shall not begin work until this
23 agreement has been signed by both parties and until Consultant's evidence of insurance
24 has been delivered to and approved by the City."

25 2. Section 2 of Agreement No. 31080 is hereby deleted and amended
26 in its entirety to read as follows:

27 "TERM. The term of this Agreement shall commence on October 1, 2008,
28 and shall terminate on September 30, 2010, unless sooner terminated as provided in this

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

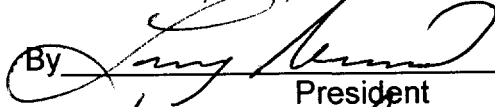
1 Agreement, or unless the services or the Project is completed sooner. The City in its
2 Sole discretion, may extend this Agreement for one (1) additional one (1) year period."

3 3. Except as expressly stated herein, all of the terms, covenants, and
4 conditions of Agreement No. 31080 are ratified and confirmed and shall remain in full
5 force and effort.

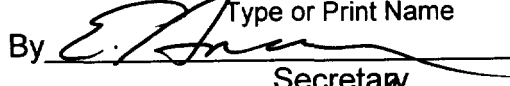
6 IN WITNESS WHEREOF, the parties hereto have caused this document to
7 be duly executed with all formalities required by law as of the date first stated herein.

8 LENNY ARKINSTALL DBA LOS CERRITOS
9 WETLANDS, INC., a California corporation

10 11-04, 2009

By 
President
LENNY ARKINSTALL
Type or Print Name

11 11-04, 2009

By 
Secretary
EUGENE ANDERSON
Type or Print Name

14 "Consultant"

15 CITY OF LONG BEACH, a municipal
16 corporation

17 12-1, 2009

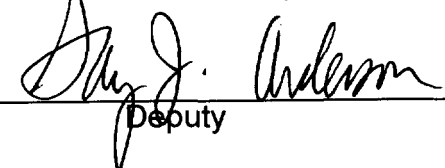
By 
Assistant City Manager
City Manager

19 "City"

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

21 This First Amendment to Agreement No. 31080 is approved as to form on
22 November 13, 2009.

23 ROBERT E. SHANNON, City Attorney

24 By: 
Deputy