

THIRD AMENDMENT TO CONTRACT NO. 30421**30421**

THIS THIRD AMENDMENT TO CONTRACT NO. 30421 ("Amendment") is entered into, in duplicate, effective as of November 30, 2009, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting held on September 1, 2009, by and between the CITY OF LONG BEACH, a municipal corporation, hereinafter referred to as the ("CITY"), and CREATION WORLD SAFETY ("CREATION"), a California corporation, with offices located at 19401 S. Vermont Avenue, Suite A-108, Torrance, California 90502, hereinafter referred to as "CONTRACTOR."

WHEREAS, the City of Long Beach Workforce Development Bureau collaborated with a consortium of community partners in response to a solicitation from the U.S. Environmental Protection Agency (EPA) for a Brownsfield Job Training Grant. The City received notification from the EPA to operate a "Program" to provide training to residents in hazardous waste removal and related trades; and

1. WHEREAS, City and Creation entered into Contract No. 30421 on June 11, 2007 wherein Creation agreed to provide training for residents in hazardous waste removal and related trades; and

2. WHEREAS, the parties entered the First Amendment to Contract No. 30421 to extend the term and increase the Contract amount by Fifty Thousand Dollars (\$50,000.00) for a total Contract amount of One Hundred Fifty Thousand Dollars (\$150,000.00); and

3. WHEREAS, the parties entered the Second Amendment to Contract No. 30421 to extend the term and increase the Contract amount by One Hundred Seventy-Six Thousand Dollars (\$176,000.00) for a total Contract amount of Three Hundred Twenty-Six Thousand Dollars (\$326,000.00); and

WHEREAS, the City of Long Beach Workforce Development Bureau received subsequent grants from the U.S. Federal Highway Administration, the State of California, and the State Department of Transportation (Caltrans); and

1 WHEREAS, the parties now desire to again extend the term and increase
2 the Contract amount;

3 NOW, THEREFORE, in consideration of the mutual terms and conditions
4 contained in Contract No. 30421 and herein, the parties agree as follows:

5 1. Section 2 of Contract No. 30421 is hereby amended in its entirety to
6 read as follows:

7 "Section 2. TERM. The term of this Contract ("Term") shall be
8 deemed to have commenced on June 11, 2007, and unless sooner
9 terminated pursuant to the provisions hereof, shall terminate at midnight
10 on February 28, 2011. Either of the parties hereto shall have the right to
11 terminate this Contract in its entirety at any time during the Term for any or
12 no reason whatsoever by giving fifteen (15) days prior written notice of
13 termination to the other party. City shall have the additional right to cancel
14 any part of this Contract at any time during the Term for any reason
15 whatsoever by giving fifteen (15) days notice of such cancellation to the
16 Contractor.

17 Notwithstanding the foregoing, the City shall have the right to
18 terminate and cancel this Contract without notice, in its sole discretion, if
19 the actions or non-action of Contractor subjects the City to liability, legal
20 obligations or program operation obligations beyond the obligation of City
21 under the Prime Contract.

22 If this Contract is terminated prior to the expiration of the Term,
23 Contractor shall be reimbursed for all eligible program costs which have
24 accrued but not been paid through the effective date of termination.
25 Contractor agrees to accept such amount, plus all amounts previously
26 paid, as full payment and satisfaction of all obligations of City to
27 Contractor."

28 2. Section 3 of Contract No. 30421 is hereby amended in its entirety to

1 read as follows:

2 "Section 3. Contract Amount and Payment.

3 The total amount which shall be payable by City to Contractor for
4 Contractor's services during the Term shall not exceed Five Hundred
5 Thirty-Six Thousand Dollars (\$536,000.00) ("Contract Amount").

6 The City shall, in due course, reimburse the Contractor for the
7 actual, reasonable and necessary costs and expenses incurred by
8 Contractor in the performance of this Contract which are authorized,
9 approved and included in the Fee Schedule and are in accordance with
10 and pursuant to the Prime Contract, to the extent that such Prime Contract
11 is applicable to the Contractor's performance hereunder. Such payments
12 by the City shall be made only from funds received by City under the
13 Prime Contract and shall be payable only after the City receives said
14 funds with which to make such payments.

15 City may make advance payments to the Contractor only to the
16 extent such payments are authorized and permitted by the State. Such
17 advance payments shall only be made from funds which are received by
18 the City from the State under the Prime Contract for such disbursement to
19 the Contractor and such payments shall be made in accordance with said
20 Prime Contract and pursuant to the Fee Schedule. In no event shall the
21 total of such advance payments exceed an amount equal to the average
22 budgeted expenses for one (1) month as set forth in the Fee Schedule.
23 Contractor will maintain a separate account number within its accounting
24 system for funds received hereunder as advance payments.

25 Payment to the Contractor shall be limited to the amounts specified
26 in the Fee Schedule for the categories, criteria and rates established in
27 said attachment. Contractor may, with the prior written approval of the
28 City Manager of the City of Long Beach ("City Manager"), or his designee,

1 make adjustments within and among the categories of expenditures in the
2 Budget and modify the performance to be rendered hereunder as provided
3 in the Scope of Services; provided, however, that any such adjustment in
4 expenditures shall not result in an increase in the Amount. The agent or
5 representative of Contractor who signs as the maker of checks or drafts or
6 in any manner authorizes the disbursement of said funds or expenditure of
7 same shall be covered by a blanket fidelity or comprehensive crime bond
8 regarding the handling of said funds in an amount set out in Section 11,
9 paragraph E of this Contract.

10 Contractor shall not charge nor receive compensation under this
11 Contract for any services or expenses unless said services or expenses
12 are directly and exclusively related to the purposes of this Contract, and
13 provided that payment is not also received by Contractor from some other
14 source for said services or expenses.

15 Disbursement of funds received from the State shall be under the
16 direction of the City Manager or his designee and shall be in accordance
17 with the provisions of this Contract and made pursuant to the Prime
18 Contract and any additional procedures, regulations and reporting
19 requirements which are established by the City that do not conflict with
20 applicable procedures, regulations and reporting requirements of the
21 State.

22 All payments to Contractor by the City, including advance payments
23 will be based upon invoices and the necessary supporting documents
24 which the State and the City may require Contractor to submit. The
25 expenditure of all funds shall be accounted for promptly, and Contractor
26 shall keep separate detailed accounts for each expenditure for each
27 component part of this project.

28 Public or private non-profit contractor revenues in excess of costs

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

1 are to be treated as program income or profits in accordance with the City
2 of Long Beach Program Income Policy pursuant to 20 CFR 629.32, 54 FR
3 47, as amended, and will be used to further program objectives unless the
4 Governor of the State of California requires that such income be turned
5 over to the State."

6 3. Except as expressly amended herein, all of the terms and conditions
7 in Contract No. 30421 are ratified and confirmed and shall remain in full force and effect.

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

11 CREATION WORLD SAFETY, a California
12 corporation

13 _____, 2009 By Kevin Ross
14 President
14 KEVIN ROSS
14 Type or Print Name

15 _____, 2009 By Elana Brown
16 Secretary
16 ELANA BROWN
16 Type or Print Name

18 "Contractor"

19 CITY OF LONG BEACH, a municipal
20 corporation

21 Jan 26, 2009 By [Signature]
22 10 EXECUTED PURSUANT
22 TO SECTION 301 OF
22 THE CITY CHARTER,
22 City Manager
23 "City"

24 This Third Amendment to Contract No. 30421 is hereby approved as to
25 form this 13th day of January, 2009.

26 ROBERT E. SHANNON, City Attorney

27 By [Signature]
28 Deputy