

FIRST AMENDMENT TO CONTRACT NO. 30421

30421

THIS FIRST AMENDMENT TO CONTRACT NO. 30421 ("Amendment") is entered into, in duplicate, effective as of June 11, 2007, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting held on September 23, 2008, 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

WHEREAS, City and Creation entered into Lease No. 30421 on June 11, 2007 for an initial term of one (1) year, wherein Creation provided training for residents in hazardous waste removal; and

WHEREAS, the parties now desire to increase the contract amount by Fifty Thousand dollars (\$50,000.00) for a total contract amount of One Hundred and Fifty Thousand dollars (\$150,000.00) and to extend the term until February 28, 2009.

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

1. Section 2 of Agreement No. 30421 is in its entirety to read as follows:

"Section 2. TERM. The term of this Contract ("Term") shall be deemed to have commenced on June 11, 2007, and unless sooner terminated pursuant to the provisions hereof, shall terminate at midnight on February 28, 2009. Either of the parties hereto shall have the right to terminate this Contract in its entirety at any time during the Term for any or

1 no reason whatsoever by giving 15 days prior written notice of termination
2 to the other party. City shall have the additional right to cancel any part of
3 this Contract at any time during the Term for any reason whatsoever by
4 giving 15 days notice of such cancellation to the Contractor.

5 Notwithstanding the foregoing, the City shall have the right to
6 terminate and cancel this Contract without notice, in its sole discretion, if
7 the actions or non-action of Contractor subjects the City to liability, legal
8 obligations or program operation obligations beyond the obligation of City
9 under the Prime Contract.

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

16 2. Section 3 of Agreement No. 30421 is in its entirety to read as follows:

17 "Section 3. Contract Amount and Payment.

18 The total amount which shall be payable by City to Contractor for
19 Contractor's services during the Term shall not exceed One Hundred and
20 Fifty Thousand dollars (\$150,000.00) ("Contract Amount").

21 The City shall, in due course, reimburse the Contractor for the
22 actual, reasonable and necessary costs and expenses incurred by
23 Contractor in the performance of this Contract which are authorized,
24 approved and included in the Fee Schedule and are in accordance with
25 and pursuant to the Prime Contract, to the extent that such Prime Contract
26 is applicable to the Contractor's performance hereunder. Such payments
27 by the City shall be made only from funds received by City under the
28 Prime Contract and shall be payable only after the City receives said

1 funds with which to make such payments.

2 City may make advance payments to the Contractor only to the
3 extent such payments are authorized and permitted by the State. Such
4 advance payments shall only be made from funds which are received by
5 the City from the State under the Prime Contract for such disbursement to
6 the Contractor and such payments shall be made in accordance with said
7 Prime Contract and pursuant to the Fee Schedule. In no event shall the
8 total of such advance payments exceed an amount equal to the average
9 budgeted expenses for one (1) month as set forth in the Fee Schedule.
10 Contractor will maintain a separate account number within its accounting
11 system for funds received hereunder as advance payments.

12 Payment to the Contractor shall be limited to the amounts specified
13 in the Fee Schedule for the categories, criteria and rates established in
14 said attachment. Contractor may, with the prior written approval of the
15 City Manager of the City of Long Beach ("City Manager"), or his designee,
16 make adjustments within and among the categories of expenditures in the
17 Budget and modify the performance to be rendered hereunder as provided
18 in the Scope of Services; provided, however, that any such adjustment in
19 expenditures shall not result in an increase in the Amount. The agent or
20 representative of Contractor who signs as the maker of checks or drafts or
21 in any manner authorizes the disbursement of said funds or expenditure of
22 same shall be covered by a blanket fidelity or comprehensive crime bond
23 regarding the handling of said funds in an amount set out in Section 11,
24 paragraph E of this Contract.

25 Contractor shall not charge nor receive compensation under this
26 Contract for any services or expenses unless said services or expenses
27 are directly and exclusively related to the purposes of this Contract, and
28 provided that payment is not also received by Contractor from some other

1 source for said services or expenses.

2 Disbursement of funds received from the State shall be under the
3 direction of the City Manager or his designee and shall be in accordance
4 with the provisions of this Contract and made pursuant to the Prime
5 Contract and any additional procedures, regulations and reporting
6 requirements which are established by the City that do not conflict with
7 applicable procedures, regulations and reporting requirements of the
8 State.

9 All payments to Contractor by the City, including advance payments
10 will be based upon invoices and the necessary supporting documents
11 which the State and the City may require Contractor to submit. The
12 expenditure of all funds shall be accounted for promptly, and Contractor
13 shall keep separate detailed accounts for each expenditure for each
14 component part of this project.

15 Public or private non-profit contractor revenues in excess of costs
16 are to be treated as program income or profits in accordance with the City
17 of Long Beach Program Income Policy pursuant to 20 CFR 629.32, 54 FR
18 47, as amended, and will be used to further program objectives unless the
19 Governor of the State of California requires that such income be turned
20 over to the State.”

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OFFICE OF THE CITY ATTORNEY
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3. Except as expressly amended herein, all of the terms and conditions in Agreement No. 30421 are ratified and confirmed and shall remain in full forth and effect.

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.

CREATION SAFETY

Dated: 6/9/09, ~~2008~~

By [Signature]
Title Safety Manager

Dated: 6/9/09, ~~2008~~

By [Signature]
Title Safety Manager
"Contractor"

CITY OF LONG BEACH, a municipal corporation

Dated: July 13, ~~2008~~⁹

By [Signature] Assistant City Manager
City of Long Beach
"City" **EXEMPT PURSUANT TO SECTION 301 OF THE CITY CHARTER.**

The foregoing Contract is hereby approved as to form this 29th day of June, ~~2008~~¹⁹

ROBERT E. SHANNON, City Attorney

By [Signature]
Deputy

GJA:ikm 07-03160
1ST Amd.