

1 **SECOND AMENDMENT TO CONTRACT NO. 30421**

2 **30421**

3 THIS SECOND AMENDMENT TO CONTRACT NO. 30421 ("Amendment")  
4 is entered into, in duplicate, effective as of July 6, 2009, pursuant to a minute order  
5 adopted by the City Council of the City of Long Beach at its meeting held on May 5, 2009,  
6 by and between the CITY OF LONG BEACH, a municipal corporation, hereinafter  
7 referred to as the ("CITY"), and CREATION WORLD SAFETY ("CREATION"), a  
8 California corporation, with offices located at 19401 S. Vermont Avenue, Suite A-108,  
9 Torrance, California 90502, hereinafter referred to as "CONTRACTOR."

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

15 WHEREAS, City and Creation entered into Contract No. 30421 on June 11,  
16 2007 wherein Creation agreed to provide training for residents in hazardous waste  
17 removal and related trades; and

18 WHEREAS, the parties entered the First Amendment to Contract No. 30421  
19 to extend the term and increase the Contract amount by Fifty Thousand Dollars  
20 (\$50,000.00) for a total Contract amount of One Hundred Fifty Thousand Dollars  
21 (\$150,000.00); and

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

25 WHEREAS, the parties now desire to again extend the term and increase  
26 the Contract amount;

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

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

3           "Section 2. TERM.   The term of this Contract ("Term") shall be  
4 deemed to have commenced on June 11, 2007, and unless sooner  
5 terminated pursuant to the provisions hereof, shall terminate at midnight  
6 on February 28, 2010. Either of the parties hereto shall have the right to  
7 terminate this Contract in its entirety at any time during the Term for any or  
8 no reason whatsoever by giving fifteen (15) days prior written notice of  
9 termination to the other party. City shall have the additional right to cancel  
10 any part of this Contract at any time during the Term for any reason  
11 whatsoever by giving fifteen (15) days notice of such cancellation to the  
12 Contractor.

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

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

24           2.       Section 3 of Contract No. 30421 is hereby amended in its entirety to  
25 read as follows:

26           "Section 3. Contract Amount and Payment.

27           The total amount which shall be payable by City to Contractor for  
28 Contractor's services during the Term shall not exceed Three Hundred

1 Twenty-Six Thousand Dollars (\$326,000.00) ("Contract Amount").

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

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

21 Payment to the Contractor shall be limited to the amounts specified  
22 in the Fee Schedule for the categories, criteria and rates established in  
23 said attachment. Contractor may, with the prior written approval of the  
24 City Manager of the City of Long Beach ("City Manager"), or his designee,  
25 make adjustments within and among the categories of expenditures in the  
26 Budget and modify the performance to be rendered hereunder as provided  
27 in the Scope of Services; provided, however, that any such adjustment in  
28 expenditures shall not result in an increase in the Amount. The agent or

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representative of Contractor who signs as the maker of checks or drafts or in any manner authorizes the disbursement of said funds or expenditure of same shall be covered by a blanket fidelity or comprehensive crime bond regarding the handling of said funds in an amount set out in Section 11, paragraph E of this Contract.

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

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

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

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

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

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over to the State."

3. Except as expressly amended herein, all of the terms and conditions in Contract No. 30421 are ratified and confirmed and shall remain in full force 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 WORLD SAFETY, a California corporation

By Kevin Ross SR  
President

Kevin Ross SR  
Type or Print Name

By Elana M. Brown  
Secretary

ELANA M. BROWN  
Type or Print Name

"Contractor"

CITY OF LONG BEACH, a municipal corporation

July 29, 2009 By [Signature] Assistant City Manager  
City Manager

"City"

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

This Second Amendment to Contract No. 30421 is hereby approved as to form this 27<sup>th</sup> day of July, 2009.

ROBERT E. SHANNON, City Attorney

By Charles Parkin  
Deputy