

30421
CONTRACT

1
2 THIS CONTRACT ("Contract") is entered into, in duplicate, effective as of
3 the 11th day of June, 2007, pursuant to a minute order adopted by the City Council of the
4 City of Long Beach at its meeting held on June 19, 2007, by and between the CITY OF
5 LONG BEACH, a municipal corporation, hereinafter referred to as the ("CITY"), and
6 CREATION WORLD SAFETY ("CREATION"), a California corporation, with offices
7 located at 19401 S. Vermont Avenue, Suite A-108, Torrance, California 90502,
8 hereinafter referred to as "CONTRACTOR."

9 **RECITALS**

10 This Contract is made with reference to the following facts and objectives:

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

16 2. The "Program" will prepare 200 unemployed or underemployed
17 Long Beach residents 18 and over, who reside in Brownsfield impacted neighborhoods,
18 with the skills necessary to qualify for environmental remediation employment as
19 hazardous materials workers and environmental technicians.

20 NOW, THEREFORE, in consideration of the terms and conditions
21 contained herein, it is mutually agreed by and between the parties hereto as follows:

22 Section 1. Document Incorporation.

23 The following documents are attached hereto as exhibits, incorporated
24 herein and made a part hereof by this reference as if set forth in full herein:

25 A. The Prime Contract (Exhibit "A") and any extension or renewal
26 thereof or any grant agreement which is the successor thereto which authorizes training
27 in the "Program", and the documents incorporated therein and attachments thereto,
28 including the assurances and certifications made by the City to the State.

1 B. Contractor's program description, statement of work to be performed,
2 Contractor's operation plan for participants, program conditions and standards for
3 Contractor's performance under this Contract (collectively, the "Scope of Services")
4 attached as Exhibit "B" hereto.

5 C. Contractor's fee schedule ("Fee Schedule") attached hereto as
6 Exhibit "C" for training and employment activities to be provided by Contractor (the
7 "Services").

8 Contractor and City agree to be bound by all the terms, conditions and
9 provisions contained in the Prime Contract, the Scope of Services and the Fee Schedule
10 (collectively, the "Contract Documents"). Contractor hereby agrees to assume full
11 responsibility for the performance of the operation, coordination and administration of
12 such program pursuant to all the terms and conditions of the Contract Documents to the
13 extent that said documents are applicable to the delivery of services by Contractor
14 hereunder. The parties hereto agree to perform all duties, obligations and tasks to be
15 performed by each party under the Contract Documents. In the event there is any
16 conflict between the provisions of this Contract and the provisions of the Prime Contract,
17 including the attachments thereto and the documents incorporated therein, as presently
18 worded as or amended in the future, the parties agree that the provisions of the Prime
19 Contract shall control.

20 Contractor shall provide the Services in accordance with the provisions of
21 the Contract Documents.

22 Section 2. Term.

23 The term of this Contract ("Term") shall be deemed to have commenced on
24 June 11, 2007, and unless sooner terminated pursuant to the provisions hereof, shall
25 terminate at midnight on February 28, 2009. Either of the parties hereto shall have the
26 right to terminate this Contract in its entirety at any time during the Term for any or no
27 reason whatsoever by giving 15 days prior written notice of termination to the other party.
28 City shall have the additional right to cancel any part of this Contract at any time during

1 the Term for any reason whatsoever by giving 15 days notice of such cancellation to the
2 Contractor.

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

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

12 Section 3. Contract Amount and Payment.

13 The total amount which shall be payable by City to Contractor for
14 Contractor's services during the Term shall not exceed One Hundred Thousand
15 (\$100,000.00) ("Contract Amount").

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

24 City may make advance payments to the Contractor only to the extent such
25 payments are authorized and permitted by the State. Such advance payments shall only
26 be made from funds which are received by the City from the State under the Prime
27 Contract for such disbursement to the Contractor and such payments shall be made in
28 accordance with said Prime Contract and pursuant to the Fee Schedule. In no event

1 shall the total of such advance payments exceed an amount equal to the average
2 budgeted expenses for one (1) month as set forth in the Fee Schedule. Contractor will
3 maintain a separate account number within its accounting system for funds received
4 hereunder as advance payments.

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

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

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

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

1 for each component part of this project.

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

7 Section 4. Records.

8 Records relating to the performance of this Contract shall be kept and
9 maintained by Contractor in accordance with the manner and method prescribed by
10 applicable State regulations and guidelines and City requirements, will be current,
11 complete and available for purposes of inspection and audit during business hours as
12 deemed necessary upon request by representatives of federal, state and local agencies.

13 Contractor shall provide access to all documents and materials related to
14 this Contract and shall provide any information that the City, or its designee, requires in
15 order to monitor and evaluate Contractor's performance hereunder. All such records
16 shall be maintained and accessible for a period of seven (7) years from the expiration or
17 earlier termination of this Contract.

18 Section 5. Financial Reports.

19 Contractor shall promptly distribute to the City Manager or his designee
20 copies of all correspondence including, but not limited to, financial, operational and
21 performance reports which Contractor submits to or receives from the State. Contractor
22 shall provide such other reports, documents or information as may be requested or
23 required by the City or the State within three (3) days of written request. Upon expiration
24 or earlier termination of this Contract, and within the time and in the manner prescribed
25 by the City the Contractor shall perform all necessary close-out procedures required by
26 the State and the City, including preparation of close-out reports and transmittal to the
27 City of all documents in the possession of Contractor which relate to the conduct of the
28 program and Contractor's services hereunder. Final payment to the Contractor under

1 this Contract will be paid only after the City has determined that Contractor has
2 satisfactorily completed said close-out procedures.

3 If the Contractor is subject to the Single Audit Act (SAA), the Contractor
4 shall include this Contract within the scope of the SAA audit. A copy of the SAA final
5 audit report shall be delivered by Contractor to the City of Long Beach within thirty (30)
6 calendar days after its receipt by Contractor and, in any event, no later than six (6)
7 months after the end of the then-current fiscal year of Contractor. In the event the
8 Contractor fails to comply with this requirement, the Contractor shall be liable for any
9 costs incurred by City for a substitute audit or review.

10 Section 6. Accounting Procedures.

11 On a monthly basis, commencing on the last day of the month next
12 succeeding the Effective Date of this Contract, the Contractor will submit an invoice with
13 supporting documentation for payment based upon the cost categories in the Fee
14 Schedule. These invoices will be due within ten (10) working days following the
15 completion of each class. Contractor shall complete the monthly payment requests in the
16 format required by the City.

17 The Contractor will establish separate account numbers within its
18 accounting system to account for the expenditures and revenues of this Contract. The
19 Contractor's accounting system will be in compliance with all applicable procedures and
20 Federal and State authorities having jurisdiction over this Contract, and shall be
21 consistent with the fiscal and accounting procedure set forth in this Contract. Without
22 limiting the generality of the foregoing, the Contractor shall adhere to the following fiscal
23 and accounting procedures:

- 24 A. Maintain a bank account and perform monthly bank reconciliations.
- 25 1. Deposit all receipts in the bank account promptly and intact. (Do not
26 pay any expense directly out of cash receipts).
- 27 2. Maintain bank validated copies for every deposit slip in chronological
28 order. Each deposit slip should include sufficient detail to explain the source of the funds

1 being deposited. (This may be done by recording the details on the deposit slip or by
2 attaching supporting documentation which may have been received with the receipts.)

3 3. Disburse all funds by check, preferably signed by two employees,
4 neither of whom is the bookkeeper or the accounting clerk.

5 B. Designate specific employees to perform each of the following
6 functions:

- 7 1. Receipt for goods and services provided to Contractor.
- 8 2. Approve the purchase of goods and services for Contractor.
- 9 3. Approve employee time sheets.
- 10 4. The designee for B.1 and B.2 above cannot be the same person.

11 C. Maintain documented support for every check written which should
12 include:

- 13 1. Original invoice from each vendor.
- 14 2. Indication by signature and date of an authorized employee that the
15 goods or services were received by the Contractor. This may be done on a separate
16 receiving report, a copy of a packing slip or on the invoice itself.

- 17 3. Indication that the goods or services were approved for purchase by
18 an authorized individual. This should be by signature and dated and should appear on
19 the invoice or on the purchase order or purchase requisition, if such is used by the
20 Contractor.

21 D. Maintain a copy of each invoice submitted to Grants Accounting with
22 copies of all supporting documents.

23 E. Maintain the following records in an orderly fashion by grant period
24 or Contractor's fiscal year:

- 25 1. Bank statements and bank reconciliations.
- 26 2. Deposit slips and supports.
- 27 3. Checks and supports.
- 28 4. Time sheets or documentation to verify Contractor's labor costs.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

5. Cash receipts and cash disbursement journals.

6. Requests for reimbursement and supports.

7. Financial statements.

F. Maintain and file all required tax and personnel reports with appropriate agencies.

G. Contractor must adhere to all audit requirements as outlined in OMB Circular A-128, 29 CFR 95, and 29 CFR Part 96, and A-133, 29 CFR 97.26 and 29 CFR 95.26 as applicable.

All invoices and billings will be considered final and must be submitted within 45 calendar days from the end of the Term. Resolution of disputed matters must be resubmitted within 15 calendar days from date mailed to Contractor. City, in its sole discretion, may elect not to pay any invoices or billings submitted after the cut-off date.

Section 7. Independent Contractor Status.

It is distinctly understood that in the performance of this Contract, the Contractor shall at all times be considered a wholly independent contractor and that Contractor's obligations to and authority from the City are solely as are prescribed by this Contract. Contractor expressly warrants that it will not, at any time, hold itself out or in any manner represent that Contractor or any of its agents, volunteers, subscribers, members, officers or employees are in any manner the officers, employees or agents of the City or the Greater Long Beach Workforce Development Board (GLBWDB), an unincorporated non-profit association. Contractor shall not have any authority to bind the City or GLBWDB at any time or for any purpose. Contractor or any of Contractor's officers, employees or agents shall not have any power or authority as agents or employees of the City or GLBWDB and shall not be entitled to any of the rights, privileges or benefits of a City or GLBWDB employee.

Section 8. Assignment.

Contractor shall not delegate its duties or assign its rights hereunder, either in whole or in part, without the prior written consent of the City.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Section 9. Indemnification and Hold Harmless.

Contractor expressly agrees to defend, protect, indemnify and hold GLBWDB, the City, and their respective officers, employees and agents ("indemnified parties"), free and harmless from and against any and all claims, damages, expenses, loss or liability of any kind or nature whatsoever growing out of, or resulting from the acts or omissions of Contractor, its officers, agents or employees in the performance of this Contract. Contractor shall, at its own cost, expense and risk, defend all claims or legal actions that may be instituted against either the indemnified parties and Contractor shall pay any settlement entered into or satisfy any judgment that may be rendered against either the indemnified parties as a result of said acts or omissions of Contractor, its officers, agents or employees in the performance of this Contract.

Section 10. Insurance.

As a condition precedent to the effectiveness of this Contract, and at all times during the term hereof, at its sole expense and in partial performance of the obligations of indemnity assumed under Section 10 above, Contractor shall procure and maintain the following types and amounts of insurance:

A. Comprehensive General Liability in an amount not less than One Million Dollars (\$1,000,000) combined single limit for each occurrence or Two Million Dollars (\$2,000,000) General Aggregate for bodily injury, personal injury and property damage. The indemnified parties shall be covered as insureds as respects liability arising out of activities performed by or on behalf of the Contractor and coverage shall be in a form acceptable to the Risk Manager of the City ("Risk Manager").

B. Automobile Liability in an amount not less than Five Hundred Thousand Dollars (\$500,000) combined single limit per accident for bodily injury and property damage covering owned, non-owned and hired vehicles.

C. Workers' Compensation as required by the Labor Code of the State of California and Employers' Liability Insurance with limits of One Million Dollars (\$1,000,000) per occurrence.

1 D. Accidental Medical, Death and Dismemberment Insurance for all
2 participants not entitled to workers' compensation benefits under the provisions of
3 Section 3700 of the Labor Code of the State of California, unless this requirement has
4 been waived in writing by the Risk Manager. Said insurance shall have limits of not less
5 than One Hundred Thousand Dollars (\$100,000) Accident Medical and Twenty-Five
6 Thousand Dollars (\$25,000) Accidental Death and Dismemberment.

7 E. Blanket Honesty or Comprehensive Crime Bond in an amount of fifty
8 percent (50%) of sums payable under this Contract, or Twenty-Five Thousand Dollars
9 (\$25,000), whichever is higher, to safeguard the proper handling of funds by those
10 employee's agents or representatives of the Contractor who sign as the maker of checks
11 or drafts or in any manner authorize the disbursement or expenditure of said funds.

12 Each insurance policy shall be endorsed to provide that coverage shall not
13 be cancelled by either party, reduced in amount or in limits, except after thirty (30) days
14 prior written notice has been given to the City. All such insurance shall be primary and
15 not contributing to any other insurance or self-insurance maintained by the indemnified
16 parties.

17 The insurance required hereunder shall be placed with carriers admitted to
18 write insurance in California, or carriers with a rating of or equivalent to A:VIII by A.M.
19 Best Company and may be subject to such self-insurance or deductible as may be
20 approved by the Risk Manager. Any subcontractors which Contractor may use in the
21 performance of services under this Contract shall be required to maintain insurance in
22 accordance with the requirements of this Section 11.

23 Contractor shall furnish the City with certificates of insurance and with
24 original endorsements affecting coverage as required above. The certificates and
25 endorsements for each insurance policy shall be signed by a person authorized by that
26 insurer to bind coverage on its behalf. Policies written on a "claims made" basis shall
27 provide for an extended reporting period of not less than one hundred eighty (180) days.
28 No claims made policies shall be acceptable to City unless the City Manager determines

1 that no occurrence policy is available in the market for the particular risk being insured.
2 Any modification or waiver of the insurance requirements contained in this contract shall
3 only be made with the written approval of the Risk Manager in accordance with
4 established City policy.

5 Section 11. Drug-free Workplace.

6 Contractor shall comply with Government Code Sections 8350 et seq. and
7 29 CFR Part 98, in matters relating to providing a drug-free workplace including, but not
8 limited to, the following:

9 A. Publishing a statement notifying employees that unlawful
10 manufacture, distribution, dispensation, possession, or use of a controlled substance is
11 prohibited and specifying actions to be taken against employees for violations, as
12 required by Government Code Section 8355(a).

13 B. Establishing a Drug-Free Awareness Program as required by
14 Government Code Section 8355(b), to inform employees about all of the following:

- 15 1. The dangers of drug abuse in the workplace,
- 16 2. The person's or organization's policy of maintaining a drug-free
17 workplace,
- 18 3. Any available counseling, rehabilitation and employee assistance
19 programs, and
- 20 4. Penalties that may be imposed upon employees for drug abuse
21 violations.

22 C. Ensuring that every employee who provides services under this
23 Contract:

- 24 1. Will receive a copy of Contractor's drug-free policy statement, and
- 25 2. Will agree to abide by the terms of Contractor's statement as a
26 condition of employment on this Contract:

27 Payments due Contractor may be subject to suspension or termination for
28 failure to carry out the requirements of Government Code Sections 8350 et seq. and 29

1 CFR Part 98, Debarment and Suspension; Drug Free Workplace. As provided in
2 Government Code Section 8357, the City shall not be required to ensure that Contractor
3 provides a drug-free workplace.

4 Section 12. Non-Discrimination.

5 In connection with performance of this Contract and as refined by
6 applicable federal laws, rules and regulations, Contractor shall not discriminate in
7 employment or in the performance of this Contract on the basis of race, religion, national
8 origin, color, age, sex, sexual orientation, AIDS, HIV status, handicap, or disability.

9 It is the policy of City to encourage the participation of Disadvantaged,
10 Minority and Women-Owned Business Enterprises in City's procurement process, and
11 Contractor agrees to use its best efforts to carry out this policy in the award of all
12 approved subcontracts to the fullest extent consistent with the efficient performance of
13 this Contract. Contractor may rely on written representations by subcontractors
14 regarding their status. Contractor shall report to City in March and in September or, in
15 the case of short-term agreements, prior to invoicing for final payment, the names of all
16 sub-consultants engaged by Contractor for this Project and information on whether or not
17 they are a Disadvantaged, Minority or Women-Owned Business Enterprise, as defined in
18 Section 8 of the Small Business Act (15 U.S.C. Sec. 637).

19 Section 13. Confidentiality.

20 Contractor shall keep confidential all financial, operations and performance
21 records relating to its performance of this Contract ("Data") and shall not disclose the
22 Data or use the Data directly or indirectly other than in the course of services provided
23 hereunder. The obligation of confidentiality shall continue following expiration or earlier
24 termination of this Contract. In addition, Contractor shall keep confidential all information,
25 whether written, oral, or visual, obtained by any means whatsoever in the course of
26 Contractor's performance hereunder for the same period of time. Contractor shall not
27 disclose Data to any third party, nor use it for Contractor's own benefit or the benefit of
28 others without first obtaining the prior written authorization and consent of the City.

1 All data and other information, in whatever form or medium, compiled or
2 prepared by Contractor in performing its services or furnished to Contractor by City shall
3 be the property of City and City shall have the unrestricted right to use or disseminate
4 same without payment of further compensation to Contractor. Copies of Contractor's
5 work product may be retained by Contractor for its own records.

6 Section 14. Breach of Confidentiality.

7 Contractor shall not be liable for a breach of confidentiality with respect to
8 Data that:

- 9 (a) Contractor demonstrates Contractor knew prior to the time City
10 disclosed it; or
11 (b) Is or becomes publicly available without breach of this Contract by
12 Contractor; or
13 (c) A third party who has a right to disclose such information does so to
14 Contractor without restrictions on further disclosure; or
15 (d) Must be disclosed pursuant to subpoena, court order, state or federal
16 WIA rules and regulations, federal Department of Labor rules and regulations, or the
17 rules and regulations of any other governmental agency having jurisdiction over WIA
18 administration.

19 Section 15. Notices.

20 All notices required or given pursuant to the provisions hereof may be
21 served either by: (1) enclosing the same in a sealed envelope addressed to the party
22 intended to receive the same at the address indicated herein and deposited postage
23 prepaid, in the U.S. Postal Service as certified mail, return receipt requested, or (2)
24 personal service. Such notices shall be effective on the date personal service is affected
25 or the date of the signature on the return receipt. For the purposes hereof, the address of
26 the City and the proper party to receive any such notices in its behalf is the City Manager,
27 City Hall, 333 West Ocean Boulevard, Long Beach, California 90802; and Contractor's
28 address for service of any such notices shall be Creation World Safety, 19401 S.

1 Vermont Avenue, Suite A-108, Torrance, CA 90502, Attention: Kevin Ross; Telephone
2 No. (310) 538-2500; email address: creationsafety@aol.com.

3 Section 16. Contract Administration.

4 The City Manager, or designee, is authorized and directed, for and on
5 behalf of the City, to administer this Contract and all related matters, and any decision of
6 the City Manager, or his designee, in connection herewith shall be final.

7 Section 17. Corporate Status.

8 If the Contractor is a corporation, Contractor shall, as a condition precedent
9 to the effectiveness of this Contract, submit to City proof of good standing of the
10 corporate status.

11 Section 18. Entire Agreement.

12 This document fully expresses all understandings of the parties concerning
13 all matters covered and shall constitute the total Agreement. Except for the adjustments
14 of Exhibits "B" and "C" as provided in Section 4 hereof, no addition to or alteration of the
15 terms of this Contract whether by written or oral understanding of the parties, their
16 officers, agents or employees shall be valid unless made in writing and formally adopted
17 in the same manner as this Contract.

18 Section 19. Captions and Organization.

19 The various headings and numbers herein and the grouping of the
20 provisions of this Contract into separate Sections, paragraphs and clauses are for the
21 purpose of convenience only and shall not be considered a part hereof, and shall have no
22 effect on the construction or interpretation of any part of this contract.

23 Section 20. Tax Identification Number.

24 Contractor's Tax Identification Number is XXXXXXXXXX

25 Section 21. Authorization to Execute.

26 Contractor warrants and affirms to City that any and all persons signing this
27 Contract are authorized and empowered to so sign and that the execution of this Contract
28 by such person or persons does bind Contractor to all terms, covenants and conditions of

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

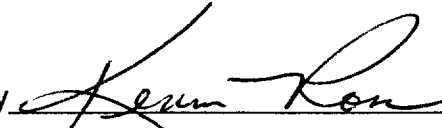

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

this Contract.

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

Dated: 10/10, 2007

By 
Title 

Dated: _____, 2007

By _____
Title _____
"Contractor"

CITY OF LONG BEACH, a municipal corporation

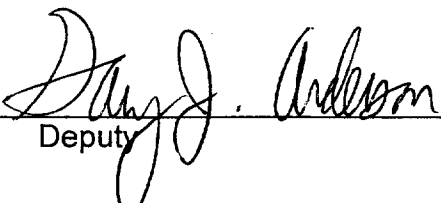
Dated: 11/06, 2007


By 
City Manager

"City"

The foregoing Contract is hereby approved as to form this 18th day of October, 2007.

ROBERT E. SHANNON, City Attorney

By 
Deputy

	U.S. ENVIRONMENTAL PROTECTION AGENCY Cooperative Agreement	ASSISTANCE ID NO.			DATE OF AWARD 05/02/2007	
		PRG	DOC ID	AMEND#		
		JT - 96993901 - 0				
		TYPE OF ACTION New			MAILING DATE 05/09/2007	
PAYMENT METHOD: Advance			ACH# 9693			
RECIPIENT TYPE: Municipal		Send Payment Request to: Las Vegas Finance Center, Fax (702) 798-2423				
RECIPIENT:		PAYEE:				
City of Long Beach 333 W. Ocean Blvd., 3rd Floor Long Beach, CA 90802-1039 EIN: [REDACTED]		City of Long Beach 333 W. Ocean Blvd., 3rd Floor Long Beach, CA 90802-1039				
PROJECT MANAGER		EPA PROJECT OFFICER		EPA GRANT SPECIALIST		
Bryan Scott Rogers 333 W. Ocean Blvd., 3rd Floor Long Beach, CA 90802-1039 E-Mail: bryan_rogers@longbeach.gov Phone: 562-570-3701		David Seter 75 Hawthorne Street, SFD-7 San Francisco, CA 94105 E-Mail: Seter.David@epa.gov Phone: 415-972-3250		Veronica Adams Grants Management Office, MTS-7 E-Mail: Adams.Veronica@epamail.epa.gov Phone: 415-972-3677		
PROJECT TITLE AND DESCRIPTION						
BROWNFIELDS JOB TRAINING COOPERATIVE AGREEMENT						
<p>This agreement provides full EPA funding in the amount of \$199,968. The project activities include training and placing Long Beach residents in local environmental assessment and remediation jobs related to brownfields revitalization. Trainees will receive 180 hours of course work, including the Hazardous Waste Site Worker Protection and Emergency Response (HAZWOPER) certification training. Participants will be recruited from Long Beach's most impoverished neighborhoods, which are adjacent to brownfields sites in need of revitalization. Graduates of the job-training program will be placed locally by entities such as Miller Children's Hospital, the City of Long Beach Housing Authority, and the City of Long Beach Community Development Department.</p> <p>Pre-award costs have been approved back to March 1, 2007.</p>						
BUDGET PERIOD 03/01/2007 - 02/28/2009		PROJECT PERIOD 03/01/2007 - 02/28/2009		TOTAL BUDGET PERIOD COST \$199,968.00		
				TOTAL PROJECT PERIOD COST \$199,968.00		
NOTICE OF AWARD						
<p>Based on your application dated , including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA), hereby awards \$199,968. EPA agrees to cost-share <u>100.00%</u> of all approved budget period costs incurred, up to and not exceeding total federal funding of \$199,968. Such award may be terminated by EPA without further cause if the recipient fails to provide timely affirmation of the award by signing under the Affirmation of Award section and returning all pages of this agreement to the Grants Management Office listed below within 21 days after receipt, or any extension of time, as may be granted by EPA. This agreement is subject to applicable EPA statutory provisions. The applicable regulatory provisions are 40 CFR Chapter 1, Subchapter B, and all terms and conditions of this agreement and any attachments.</p>						
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)			AWARD APPROVAL OFFICE			
ORGANIZATION / ADDRESS			ORGANIZATION / ADDRESS			
U.S. EPA, Region 9 Grants Management Office, MTS-7 75 Hawthorne Street San Francisco, CA 94105			U.S. EPA, Region 9 Superfund Division, SFD-1-1 75 Hawthorne Street San Francisco, CA 94105			
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY						
SIGNATURE OF AWARD OFFICIAL Digital signature applied by EPA Award Official		TYPED NAME AND TITLE Jane Diamond, Assistant Regional Administrator		DATE 05/02/2007		
AFFIRMATION OF AWARD						
BY AND ON BEHALF OF THE DESIGNATED RECIPIENT ORGANIZATION						
SIGNATURE <i>Gerald R. Miller</i>		TYPED NAME AND TITLE Gerald R. Miller, City Manager		DATE 6-11-07		

ASSISTANT

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

APPROVED AS TO FORM.

June 6, 2007
ROBERT E. SHANNON, City Attorney
Dan J. Anderson
DEPUTY CITY ATTORNEY

EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$	\$ 199,968	\$ 199,968
EPA In-Kind Amount	\$	\$ 0	\$ 0
Unexpended Prior Year Balance	\$	\$ 0	\$ 0
Other Federal Funds	\$	\$ 0	\$ 0
Recipient Contribution	\$	\$ 0	\$ 0
State Contribution	\$	\$ 0	\$ 0
Local Contribution	\$	\$ 0	\$ 0
Other Contribution	\$	\$ 0	\$ 0
Allowable Project Cost	\$ 0	\$ 199,968	\$ 199,968

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.815 - Brownfield Job Training Cooperative Agreements	CERCLA: Sec. 104(k)(6)	40 CFR PTS 31 & 45

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
	0709K7B018	07	E4C	09K0BG7	402D79E	4114	G900OJ00		199,968
									199,968

Budget Summary Page: Brownfields

Table A - Object Class Category (Non-construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$63,470
2. Fringe Benefits	\$31,098
3. Travel	\$1,000
4. Equipment	\$0
5. Supplies	\$4,400
6. Contractual	\$100,000
7. Construction	\$0
8. Other	\$0
9. Total Direct Charges	\$199,968
10. Indirect Costs: % Base	\$0
11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %.)	\$199,968
12. Total Approved Assistance Amount	\$199,968
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$199,968
15. Total EPA Amount Awarded To Date	\$199,968

Detailed Table B Budget Page: 1

Table B - Program Element Classification (Non-construction)	Total Approved Allowable Budget Period Cost
1.	\$
2. Administrative costs are prohibited.	\$
3.	\$
4.	\$
5.	\$
6.	\$
7.	\$
8.	\$
9.	\$
10.	\$
11. Total (Share: Recip <u>0.00</u> % Fed <u>100.00</u> %)	\$
12. Total Approved Assistance Amount	\$

Administrative Conditions

1. An interim Financial Status Report (FSR), Standard Form 269A (Rev. 7/97), covering the period from "project/budget period start date" to September 30 of each calendar year shall be submitted to the Grants Management Office, MTS-7, no later than December 31 of the same calendar year. **The initial FSR is due December 2008.** The final FSR covering the entire project period shall be submitted to the U.S. EPA Las Vegas Finance Center, PO Box 98515, Las Vegas, NV 89193-8515, within 90 days after the end of the project period according to the recipient's respective Code of Federal Regulations Part 30.52(a)(1)(iv) and 30.71(a), or Part 31.23(b) and 31.41(b) (as applicable). The LVFC will make adjustments, as necessary, to obligated funds after reviewing and accepting a final Financial Status Report. Recipients will be notified and instructed by EPA if they must complete any additional forms for the closeout of the assistance agreement.

2. The recipient shall comply with the Single Audit Act and the reporting requirements set forth in OMB Circular A-133.

3. In accordance with EPA's Program for Utilization of Small, Minority and Women's Business Enterprises in procurement under Federal assistance programs, the recipient agrees to:

a) Accept the applicable "fair share" goals negotiated with EPA by the **CA Department of Toxic Substances Control**, as follows:

	<u>MBE</u>	<u>WBE</u>
Construction	24%	6%
Equipment	22%	26%
Services	30%	31%
Supplies	29%	20%

If the recipient does not want to rely on the applicable State's MBE/WBE "fair share" goals, the recipient agrees to submit proposed MBE/WBE "fair share" goals based on availability of qualified minority and women-owned businesses to do work in the relevant market for construction, services, supplies, and equipment.

"Fair share" objectives must be submitted to Joe Ochab, MTS-1, within 30 days of award and approved by EPA no later than 30 days thereafter.

b) Ensure to the fullest extent possible that at least the applicable "fair share" objective {see a) above} of Federal funds for prime contracts for supplies, construction, equipment or services are made available to organizations owned or controlled by socially and economically disadvantaged individuals, women and historically black colleges and universities.

- c) Include in its bid documents applicable "fair share" objectives {see a) above} and require all of its prime contractors to include in their bid documents for subcontracts the negotiated fair share percentages.
- d) Follow the six affirmative steps stated in 40 CFR Section 30.44(b), Section 31.36(e), Section 35.3145(d), or Section 35.6580(a), as appropriate.
- e) In the event race and/or gender neutral efforts prove to be inadequate to achieve a fair share objective for MBE/WBEs, the recipient agrees to notify EPA in advance of any race and/or gender conscious action it plans to take to more closely achieve the fair share objective.
- f) Until the recipient has completed its fair share negotiations with EPA, it agrees to apply the main State agency's fair share objectives. Once the recipient has completed its fair share negotiations with EPA, it will apply those objectives. The recipient also agrees to include in its bid documents the applicable "fair share" objectives and require all of its prime contractors to include in their bid documents for subcontracts the applicable "fair share" percentages and to comply with paragraphs (c) through (e) above.
4. The cost principles of OMB Circular **A-87** are applicable to this award. Since there are no indirect costs included in the assistance budget, they are not allowable under this Assistance Agreement.
5. When procuring services, equipment, and/or supplies under this assistance agreement, the recipient will follow the same policies and procedures it uses for procurements from its non-Federal funds. The recipient will follow their own procurement policies and procedures provided that the policies and procedures conform with EPA regulations 40 CFR Part 31.36 or 30.44 (as applicable) which state that all procurement transactions will be conducted in a manner providing full and open competition.
6. The recipient agrees to comply with Title 40 CFR Part 34, *New Restrictions on Lobbying*. The recipient shall include the language of this provision in award documents for all subawards exceeding \$100,000, and require that subrecipients submit certification and disclosure forms accordingly.

In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

7. All contracts awarded by a recipient shall contain, when applicable, the anti-lobbying provision as stipulated in the Appendix at Title 40 CFR Part 30.

Pursuant to Section 18 of the Lobbying Disclosure Act, the recipient affirms that it is not a nonprofit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986; or that it is a nonprofit organization described in Section 501(c)(4) of the Code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.

8. Pursuant to EPA's annual Appropriations Act, the chief executive officer of this recipient agency shall require that no grant funds have been used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. As mandated by this Act, the recipient agrees to provide certification to the award official via EPA Form 5700-53, *Lobbying and Litigation Certificate*, or in a written statement. The Lobbying and Litigation certification and final Financial Status Report shall be submitted within 90 days after the end of project period.

Recipient shall abide by its respective OMB Circular (A-21, A-87, or A-122), which prohibits the use of federal grant funds for litigation against the United States. Any Part 30 recipient shall abide by its respective OMB Circular (A-21 or A-122), which prohibits the use of Federal grant funds to participate in various forms of lobbying or other political activities.

9. Pursuant to EPA Order 1000.25 and Executive Order 13101, the recipient agrees to use recycled paper for all reports which are prepared as a part of this agreement and delivered to EPA. This requirement does not apply to Standard Forms. These forms are printed on recycled paper as available through the General Services Administration. In accordance with 40 CFR 30.16, recipient shall give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to EPA's guidelines.

10. The recipient agrees to ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance (FEMA ID is currently not required), or to find other information about the Act.

11. Payment to consultants. Per 40 CFR **Part 31.36(j)**, EPA's participation in the salary rate (excluding overhead and travel) paid to individual consultants retained by recipients or by a recipient's contractors or subcontractors shall be limited to the maximum daily rate for a Level IV of the Executive Schedule, to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills and if the terms of the contract provide the recipient with responsibility for the selection, direction, and control of the individuals who will be providing services under the contract at an hourly or daily rate of compensation. As of January 1, 2007, the rate is \$557.28 per day and \$69.66 per hour. This rate does not include overhead or travel costs and the recipient may pay these in accordance with its normal travel practices.

Subagreements with firms or individuals for services which are awarded using the procurement requirements in 40 CFR Parts 30 or 31, as applicable, are not affected by this limitation unless the terms of the contract provide the recipient with responsibility for the selection, direction, and control of the individuals who will be providing services under the contract at an hourly or daily rate of compensation. See 40 CFR Part 31.36(j)(2) or Part 30.27(b).

12. The recipient shall fully comply with Subpart C of 40 CFR Part 32, entitled "Responsibilities of Participants Regarding Transactions." The recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 40 CFR Part 32, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. The recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. The recipient acknowledges that failing to disclose the information required under 40 CFR 32.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

The recipient may access the Excluded Parties List System at <http://epls.arnet.gov>. This term and condition supersedes EPA Form 5700-49, "Certification Regarding Debarment, Suspension, and Other Responsibility Matters."

13. The recipient will provide timely reporting of cash disbursements and balances through semi-annual submission of a Federal Cash Transactions Report (SF272 and SF272A). The appropriate reports must be submitted to the Las Vegas Finance Center within 15 working days following the end of the semi-annual periods ending June 30 and December 31 of each year. The recipient may access these forms and the instructions for submission at <http://www.epa.gov/ocfo/finservices/payinfo.htm>.

Programmatic Conditions

- P1. The recipient is required to recruit trainees from the neighborhoods where the Brownfields sites are located and give preference to selecting trainees from these neighborhoods. The recipient shall demonstrate their progress in meeting this term and condition in the quarterly progress report and final project report as stated below.
- P2. The recipient is required to monitor all trainees for a minimum of 1 year following the completion of the training program and report the results of this monitoring in their quarterly progress reports and final report.
- P3. The recipient is required to submit quarterly progress reports to the EPA Project Officer and to James L. Maas, Office of Solid Waste and Emergency Response, EPA Headquarters, 401 M Street, Southwest, Mail Code 5105, Washington, DC, 20460. The progress reports should be 3-4 pages in length and include the following elements:
- a. Document progress at meeting the performance objectives, project narrative and project time line.
 - b. Summarize the recruitment activities that have been completed. Demonstrate that the trainees are from the neighborhoods where the Brownfields sites are located.
 - c. Summarize the results of the training program to date including the number of people recruited, the number of people trained and the number of trainees employed;

- Include the number of trainees that did not complete the program and provide the reason they did not complete the program.

- Include the number of trainees that obtained environmental employment, providing job titles and starting salaries of the trainees employed.

- d. Summarize the training courses that have been conducted including the innovative technology course(s).
- e. Provide information on leveraged funds including the source, amount, and purpose of funds.
- f. Summarize the post-training follow-up activities and the status of all trainees.
- g. Include an updated schedule/time line.
- h. Include a Budget Recap Summary page with the following headings:

Current Approved Budget; Costs Incurred this Quarter; Costs Incurred to Date; and Total Remaining Funds.

or

Recipient should refer to the suggested Quarterly Report Format and the "Required Key Measures," which you received under separate cover from your Project Officer.

Within 30 days after the end of the project period, the recipient agrees to submit two copies of the final project report. The report must clearly address the items below:

- a. An abstract or overview of the project in terms of its overall process and outcomes. Indicate which eligible activities and/or EPA criteria were addressed and how these were fulfilled.
- b. A summary of the results of your training program including the number of people recruited, the number of people trained, and the number of people employed.
- c. A demonstration that the trainees were recruited from the neighborhoods where the Brownfields sites are located.
- d. A summary of the results of the follow-up activities that were conducted for each trainee.
- e. A summary of the cost per trainee.

- f. Plans for dissemination of project results in terms of method of dissemination and target audience (i.e. conference presentations, educator networks, community forums, etc.).
- g. Were any problems encountered that prohibited the completion of the project goals or objectives? If yes, how were they overcome?
- h. What benefits were gained from this program?

After review of the final report, the EPA Project Officer may request additional information of the recipient. In addition to the report, the recipient should also supply two copies to EPA of all tangible final products that were created for the purposes of the funded project (i.e. videos, research findings, curriculum, presentations, etc.) If an exhibit or slide show was created or an item too large and/or expensive to duplicate, photos, or transcripts of the product may be substituted.

- P4. EPA encourages the publication of the results of its assistance programs. However, before an assistance recipient may publish these results as an EPA Product, it must comply with EPA's publication review process. The following steps must be completed:

- a. The recipient submits three copies of the material it intends to publish to the EPA Project Officer.
- b. EPA reviews the material and provides the recipient in writing with any changes it wishes to suggest.
- c. The recipient prepares a revised draft. In so doing, the recipient should make every effort to accommodate the suggestions provided by EPA review.
- d. If EPA agrees that the material is appropriate for publication as an EPA document, the recipient must include the following statement:

The information in this document has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement (number) to (recipient). It has been subjected to the Agency's publications review process and has been approved for publication as an EPA document. Mention of trade names or commercial products does not constitute endorsement or recommendation of use.

- e. If EPA does not agree that the material is appropriate as an EPA document, the recipient may publish the material for its own use if it includes with the published material the following statement:

Although the information in this document has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement (number) to (recipient), it may not necessarily reflect the views of the Agency and no official endorsement should be inferred.

- f. EPA also encourages recipients to publish reports independently in referred journals at any time. (A referred journal is one which subjects material to review by a panel of experts before publication.) In order to do so, recipients must meet the following requirements:

-Submit a copy of the material to be published to the EPA Project Officer at the time it is submitted to the journal for publication.

-After publication, submit three copies of the published material to the EPA Project Officer.

-Include the following statement in the published material:

Although the information in this document has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement (number) to, (recipient), it has not been subjected to the Agency's publications review process and therefore, may not reflect the views of the Agency and no official endorsement should be inferred.

- g. In accordance with 40 CFR 31.34, Appendix C, the Federal Government has an unrestricted right to use any data or information generated using assistance funds or specified to be delivered to EPA in the assistance agreement. The Federal Government has a royalty-free, nonexclusive, and irrevocable license to use any copyrighted data in any manner for Federal Government purposes.

P5. Funds from this cooperative agreement may be provided to an employer to pay the wages/salary and benefits of individual participants as long as the participants receive eligible on-the-job training while performing the duties of their jobs. Any participant liability incurred is the responsibility of the employer. It is the responsibility of the grant recipient to ensure that sufficient records are maintained to account for the costs, hours, and type of training provided for each participant. **(Note - Prior EPA approval is required under "Participant Costs" item 34, Attachment B, OMB Circular A-122.)**

P6. The U.S. EPA will be substantially involved in overseeing and monitoring this cooperative agreement. Involvement includes, but is not limited to: providing programmatic monitoring by reviewing and commenting on specific workplan activities and/or project phases and their associated costs; joint collaboration between EPA and the recipient; providing technical assistance in developing and implementing curriculum. Specific details are contained in the approved workplan.

-- End of Document --

ATTACHMENT "B"

STATEMENT OF WORK

**Integrated Environmental Training and Employment Program
(IETEP)**

CONTRACTOR: Creation World Safety
19401 S. Vermont Avenue, Suite A-108
Torrance, CA 90502
(Hereinafter referred to as Contractor)

TERM:

STATEMENT OF WORK:

The Workforce Development Bureau (WDB) of the Department of Community development shall administer services described herein on behalf of the City of Long Beach. Services are funded under the Workforce Investment Act (WIA) of 1998 and the U.S. Environmental Protection Agency.

Individuals to be served under this contract are low-income ages 18 and up from brownfields-impacted communities. Participants will be recruited from the Central Long Beach neighborhoods adjacent to brownfields identified sites.

In accordance with this contract, Contractor shall provide training in environmental remediation, environmental health and occupational safety to assess, remediate, and prepare brownfields sites that are recipients of EPA cleanup grants in the City of Long Beach.

Contractor shall also provide assistance in career development, job referrals, and job placement. The Contractor shall ensure that the training and curriculum will, at minimum meet the following requirements:

- Provide curriculum recognized by brownfields general contractors and complies with Hazardous Waste Operations and Emergency Response Standards 29 CFR 1910.120, Federal-OSHA and title 8, GISO 5192;
- Provide instructors with certifications from the State of California Specialized Training Institute (CSTI), Dosh Certificate of Registration for Asbestos, HAZWOPER, and Lead from the State of California – Division of Occupational Safety and Health, and
- Provide instructors having strong links with brownfields contractors, labor, trade and/other organizations
- Each ten-week session is supported an integrated approach to provide 1) community wide brownfields training recruitment strategies; 2) individual assessment of needs and barriers; 3) brownfields environmental training/academic remediation; 4) job placement strategies; and 5) sustainable employment practices.

In conjunction with the brownfields training, participants will receive soft skills and career development workshops. This includes labor market information, transferable skills, resume writing, job search techniques, interviewing skills, positive work habits, anger management, conflict resolution, budgeting and life planning, managing long work hours and transportation issues, and drug and alcohol awareness/regulations/testing in the workplace.

AMOUNT OF CONTRACT:

The Contractor shall be paid on a fee schedule basis per training class identified in Attachment "C" not to exceed \$100,000. Acceptable documentation must be submitted with invoices. This contract is subject to availability of funding and subject to relevant regulations, directives, policies, and procedures.

All fee schedule changes must be approved by the Bureau and processed either through a letter of modification or an amendment to the contract.

INVOICING:

Contractor shall submit invoices and any support documentation within four (4) weeks following the completion of a class to the Project Coordinator.

The Contractor shall be monitored monthly to ensure billing is timely and complete with supporting documentation (i.e., invoices, sign-in-sheets, etc) if appropriate.

RESPONSIBILITIES:

Grantor shall provide:

Case Management. Grantor shall oversee participants' progress. Assess suitability. Provide referrals if applicable. Determine supportive service needs.

Recruitment. Recruit trainees from the neighborhoods where the Brownfields sites are located and give preference to selecting trainees from these neighborhoods. Recruitment shall be for individuals who possess one or more serious barriers to employment and live in brownfields impacted neighborhoods.

Intake/Orientation/Initial Assessment. Group orientations shall be provided in English, Spanish, and Khmer and include an overview of all program services and options including pre-eligibility criteria, evaluation of academic gaps, vocational history, career interests, motivations, goals and barriers to employment, previews of the training program, and realistic job previews of the industry.

Eligibility. Potentially eligible participants may be referred by Contractor and Grantor shall conduct program eligibility determination and ensure appropriate data is available. All documentation supporting the participant's eligibility requirements shall be collected and maintained in the participant's file.

Service Planning. Needs will be addressed through a comprehensive assessment of skills and barriers by the Employment Specialist. Assessment results initiate the participant's Individual Employment Plan (IEP).

One-On-One Case Management. Intensive one-on-one case management services shall be provided by a designated Employment Specialist. The Employment Specialist shall work participants to ensure appropriate services are made available to transition each participant to employment and self-sufficiency.

Job Placement Strategies. The grantor and contractor shall work together to provide every effort to place graduates into appropriate positions.

Supportive Services. A wide range of supportive services is available to assist participants in overcoming obstacles to the program and employment. The Employment Specialist will assess the participant's supportive needs on an on-going basis throughout the program, including post-employment.

Follow-up Services. Follow-up services are provided at the completion of customized placement services to help sustain positive progress toward long-term success and self-sufficiency. Services also assist with employment retention. The Bureau is required to monitor all trainees for a minimum of 1 year following the completion of the training program.

The grantor will also supervise the activities of Creation World.

Contractor shall provide:

Identify Entry-Level Tasks, Knowledge and Skills – 32 hours

Sexual Harassment Prevention – 4 hours

Red Cross CPR/First Aid Course – 4 hours

Hazardous Waste Site Worker Protection and Emergency Response (HAZWOPER) – 40 hours

Asbestos Abatement Course – 32 hours

Lead Abatement Course – 24 hours

Occupational Safety and Health Standards for the Construction Industry – 40 hours

Refinery Safety Overview (RSO) – 4 hours

Method of training will be lecture, simulation, case study, discussion, hands on, sides and videotapes at the discretion of the Contractor.

Training classes detailed in Attachment "C."

Soft skills training.

The training will be provided at the Center for Working Families. The program will consist of 10 cycles of 20 – 30 participants per cycle for a total of 200 trainees.

GENERAL INFORMATION:

The Contractor shall comply with the following guidelines:

1. Political Activities: No financial assistance may be provided for any program which involves political activities.
2. Maintenance of Effort:
 - a. No currently employed worker shall be displaced by any participant (including partial displacement, such as a reduction in hours or non-overtime work, wages or employment benefits).
 - b. No program shall impair existing contracts for services or collective bargaining agreements without the written concurrence of the labor organization and employer concerned.
 - c. No participant shall be employed or job opening filled when (1) any individual is on layoff from the same or substantially equivalent job, or (2) when the employer has terminated

employment with the intention of filling the vacancy so created by hiring a participant whose wages are subsidized under this contract.

- d. No jobs shall be created in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals
3. No person or organization may charge an individual a fee for the placement or referral of such individuals in or to be in a training program funded under the Act.

CONTRACT CLAUSES:

Contractor shall administer the contract within the policies and procedures mandated by the City and the Environmental Protection Agency and agrees to comply with the following contract clauses, as applicable, during the duration of the contract period:

- The Equal Employment Opportunity Act provisions;
- The Americans with Disabilities Act of 1990;
- The Contract Work Hours and Safety Standards Act;
- The Clean Air Act and Environmental Protection Agency regulations;
- The Energy Policy Conservation Act;
- The Bryd Anti-Lobbying Act;
- The Debarment and Suspension requirements;
- The Copeland "Anti-Kickback" Act; and
- The Davis-Bacon Act.

Patent and Copy Rights

The Bureau reserves the right to seek and obtain a patent or copyright registration on any performance of experimental, developmental, or research work resulting in any invention during the performance of this contract provided in accordance with 37 CFR part 401, as appropriate.

Administrative Dispute Resolution

The Bureau and Contractor will communicate openly and directly to resolve any problems or disputes related to completing the contract in a cooperative manner and at the lowest level of intervention possible. Should information resolution efforts fail, the dispute shall be referred to the Bureau Manager, or designee, who shall make the final administration decision.

Nepotism

No grantee, subgrantee, or employing agency may hire a person in an administrative capacity, staff position, or on-the-job training position funded under this contract if a member of that person's immediate family is engaged in an administrative capacity for that grantee, subgrantee, or employment agency.

No grantee, subgrantee or employing agency may hire a person in an administrative capacity, staff position, or on-the-job training position funded under this contract if a member of that person's immediate family is engaged in an administrative capacity for the grant from which that subgrantee or employing agency obtains its funds.

Immediate family is defined as wife, husband, son, daughter, mother, father, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father-in-law, mother-in-law, aunt, uncle, niece, cousin, nephew, stepparent or stepchild.

RECORD MANAGEMENT:

Contractor agrees to maintain records of costs associated or incurred under the contract to account for all money received. All records shall be kept for a period of seven (7) years from the date the final payment is made.

All reports, records, files, etc., generated or maintained in support of or as a result of this contract are subject to review/monitoring and are to be made available during regular business hours to appropriate agencies/representatives for inspection on an as-needed basis.

CONTRACT MODIFICATION:

All requests for contract modification must be in writing and provide detailed justification for such modification(s) and be approved by the appropriate Program Supervisor.

The Contractor may initiate a modification at any time during the contractual term with written concurrence from the Contractor.

EXHIBIT "C"

CITY OF LONG BEACH WORKFORCE DEVELOPMENT BUREAU INTEGRATED ENVIRONMENTAL TRAINING AND EMPLOYMENT PROGRAM

Fee for Service Budget

Contractor Information:

Name: Creation World Safety

Address: 19401 S. Vermont Avenue, Suite A-108, Torrance, CA 90502

Phone: 310-538-1297 Fax: 310-538-2500

Email: creationsafety@aol.com

Fee for Service:

Contractor agrees to provide RSO, HAZWOPER, and CPR/First Aid Training for 200 trainees (20-30 per cycle for 10 cycles at \$500 each cycle). Contractor also agrees to provide training on-site at the Center for Working Families, 1900 Atlantic Avenue, 2nd Floor, Long Beach, as feasible.

Course Description:

WEEK ONE – 40 HOURS
Orientation and Assessment, Realities of Employment, Hazardous Waster Labor Market Overview Life Skills Instruction, Sexual Harassment Prevention CPR/First Aid Course
WEEK TWO – 40 HOURS
Cal OSHA/General Industry Standards Protocols for handling hazardous materials and use of safety technologies. Use of personal and other protective equipment. Global and national environmental issues, governmental regulatory process, basis chemistry. The 8-principals to establish a fully effective safety plan on any Brownfields site, site simulation, proper work practices, proper waste disposal, and personal decontamination.
WEEK THREE – 40 HOURS
Applicable Standards: Cal-OSHA HAZWOPER Standard, DISO #1592; Respiratory Protection Standard, GISO #5144; Hazard Communication Standard, GISO #5194; Access to Medical and Exposure Records Standard, GISO #3204; Injury and illness prevention Standard, GISO #3203; Confined Space Operation Standard, GISO 5157; and Airborne Contaminants Standard, GISO #5155. 1.. Hazardous Waste

Operations, 2. Environmental & Occupations Laws, Regulations & Agencies, 3. Toxicology & Health Effects, 4. Medical Surveillance, 5. Air Monitoring & Instrumentation, 6. Workers Rights, 7. Introduction to Personal Protective Equipment, 8. Confined Spaces, 9. Hazard Identification, 10. Handling Drums & Other Containers, 11. Site Characterization, 12. Health & Safety Planning, 13. Field Investigation Activity, 14. Handling & Shipping Hazardouse Waste Samples

WEEK FOUR – 36 HOURS

Asbestos Abatement: Applicable Standards, Physical Characteristics, Potential Health Effects Related to Asbestos Exposure, Protective Equipment, State-of-the-Art Work Practices, Personal Hygiene, Medical Monitoring, Relevant federal, State and Local Regulatory Requirements, Procedures, and Standards, and Refinery Safety Operator (RSO)

WEEK FIVE – 24 HOURS

Lead Abatement: Applicable Standards, What is Lead?, Health Effects, Worker and Community Rights, Personal Protective Equipment, Controlling Lead-Based Paint Hazards, Abatement Methods, Cleanup, Disposal, and Clearance, Industrial Removal, Other Health and Safety Problems.

NOT TO EXCEED: \$100,000

ATTACHMENT "B"

STATEMENT OF WORK

Integrated Environmental Training and Employment Program (IETEP)

CONTRACTOR: Creation World Safety
19401 S. Vermont Avenue, Suite A-108
Torrance, CA 90502

TERM: June 11, 2007 – February 28, 2009

Contract Amount: \$100,000

STATEMENT OF WORK:

The Workforce Development Bureau (Bureau) of the Department of Community Development shall administer services described herein on behalf of the City of Long Beach. Services are funded under the Workforce Investment Act (WIA) of 1998 and the U.S. Environmental Protection Agency.

APPROVED PROGRAM:

The training program approved under this agreement, along with tuition and fees, and program requirements, are included as part of the Bureau's Integrated Environmental Training and Employment Program (IETEP). Contractor shall provide the approved training (RSO, HAZWOPER, and CPR/First Aid Training), books, materials and supplies to prepare upwards of 200 low-income residents (20-30 per Session) ages 18+, who reside in brownfields impacted communities, to qualify for positions in environmental remediation, environmental health and occupational safety fields.

Training shall consist of ten (10) – five (5) week training Sessions and will include:

- Orientation and Assessment, Life Skills Instruction, Realities of Employment, Hazardous Waste, Labor Market Overview, Sexual Harassment Prevention, CPR/Community First Aid (40 hours)
- Cal OSHA/General Industry Standards (40 hours)
- Hazardous Waste Site Worker Protection and Emergency Response (HAZWOPER) – (40 hours)
- Asbestos Abatement (32 hours) and Refinery Safety Operator (RSO) – (4 hours)
- Lead Abatement (24 hours)

Contractor shall also provide assistance in program recruitment, career development, job referrals and job placement at Brownfields and related worksites. The Contractor shall ensure that the training and curriculum will, at minimum meet the following requirements:

- Provide curriculum recognized by brownfields general contractors and complies with Hazardous Waste Operations and Emergency Response Standards 29 CFR 1910.120, Federal-OSHA and title 8, GISO 5192;
- Provide instructors with certifications from the State of California Specialized Training Institute (CSTI), Dosh Certificate of Registration for Asbestos, HAZWOPER, and Lead from the State of California – Division of Occupational Safety and Health, and
- Provide instructors having strong links with brownfields contractors, labor, trade and/other organizations
- Work with the Bureau to ensure each session is coordinated with its integrated approach to provide 1) community wide brownfields training recruitment strategies; 2) individual assessment of needs and barriers; 3) brownfields environmental training/academic remediation; 4) job placement strategies; and 5) sustainable employment practices.

In conjunction with the brownfields training, the Bureau will provide participants will soft skills and career development workshops. This includes labor market information, transferable skills, resume writing, job search techniques, interviewing skills, positive work habits, anger management, conflict resolution, budgeting and life planning, managing long work hours and transportation issues, and drug and alcohol awareness/regulations/testing in the workplace.

RECRUITMENT AND REFERRAL

Bureau staff will coordinate recruitment and orientation, eligibility determination, initial assessment prior to referral to Contractor training.

The Contractor understands that only trainees referred or approved by the Bureau may be enrolled into approved training under this Agreement.

DELIVERABLES

Contractor will provide each student a Certificate of Completion for each class completed and an industry recognized RSO, HAZWOPER, and CPR/First Aid certification following training.

COST

The Contractor shall be paid on a fixed-fee schedule basis per training class as identified in Attachment “C”. The fee schedule will include all training, books, supplies and equipment necessary to complete training, not exceed \$500 per Session or \$100,000 for the contract total. Acceptable documentation must be submitted with each invoice.

This contract is subject to availability of funding and subject to relevant regulations, directives, policies, and procedures.

All fee schedule changes must be approved by the Bureau and processed either through a letter of modification or an amendment to the contract.

Contractor shall submit invoices, attendance sheets, and copies of certificates of completion for each student within 10 working days following the completion of each Session to Bureau's *Financial Services Unit, C/O Brownfields Training Program, 3447 Atlantic Ave., Long Beach, CA 90807*. Please address all inquiries, regarding the status of pending invoices to the Bureau's Financial Services Unit, at (562) 570-3737.

Payment to the Contractor will be based on the provision of stated training services. If 6specified training services are not adequately provided and/or if trainee evaluations are not provided per the stipulations in this Agreement, payment to the Contractor by the Bureau may be delayed or withdrawn.

The Contractor agrees that the trainee will not be asked to pay for any items or services provided under this Agreement. The Contractor understands that a violation of this provision may result in termination of the Agreement, at Bureau's discretion.

The Contractor agrees to maintain records (including books, papers and computer data, time sheets, attendance and payroll records, and cancelled checks) to document all costs, direct and indirect, incurred under this Agreement and to account for all money received under this Agreement. All records shall be kept for a period of seven (7) years from the date final payment is made on this Agreement. All records regarding the Trainee shall be made available to the State, Department of Labor, Comptroller General of the United States, Bureau or any of their duly authorized representatives. The right to the records includes the right to make excerpts, transcripts, and photocopies of the above referenced records, upon request from the Bureau. The Contractor agrees to provide reasonable and timely access to personnel for the purpose of interviews and discussions related to the records of the Trainee.

The Contractor shall be monitored monthly to ensure billing is timely and complete with supporting documentation (i.e., invoices, sign-in-sheets, etc) if appropriate.

PERFORMANCE

The Bureau retains the right to observe and monitor services provided pursuant to this Agreement, including, but not limited to, quality of training, instructor qualifications and performance, and conduct interviews of Trainee(s) and personnel. If any of these criteria for service performance are not met, payment to the Contractor may be delayed or withdrawn.

The Contractor shall provide sufficient instruction materials pursuant to the planned curriculum to reasonably ensure that Trainees acquire the necessary level of education, training, skill, and experience to obtain employment in the occupation or job title to which the course of instruction is intended to lead. The Contractor agrees to comply with the Maxine Waters School Reform and Student Protection Act Section 94875 (a) (b).

GENERAL INFORMATION:

The Contractor shall comply with the following guidelines:

1. Political Activities: No financial assistance may be provided for any program which involves political activities.
2. Maintenance of Effort:
 - a. No currently employed worker shall be displaced by any participant (including partial displacement, such as a reduction in hours or non-overtime work, wages or employment benefits).
 - b. No program shall impair existing contracts for services or collective bargaining agreements without the written concurrence of the labor organization and employer concerned.
 - c. No participant shall be employed or job opening filled when (1) any individual is on layoff from the same or substantially equivalent job, or (2) when the employer has terminated employment with the intention of filling the vacancy so created by hiring a participant whose wages are subsidized under this contract.
 - d. No jobs shall be created in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals
3. No person or organization may charge an individual a fee for the placement or referral of such individuals in or to be in a training program funded under the Act.

CONTRACT CLAUSES:

Contractor shall administer the contract within the policies and procedures mandated by the City and the Environmental Protection Agency and agrees to comply with the following contract clauses, as applicable, during the duration of the contract period:

- The Equal Employment Opportunity Act provisions;
- The Americans with Disabilities Act of 1990;
- The Contract Work Hours and Safety Standards Act;
- The Clean Air Act and Environmental Protection Agency regulations;
- The Energy Policy Conservation Act;
- The Byrd Anti-Lobbying Act;
- The Debarment and Suspension requirements;
- The Copeland "Anti-Kickback" Act; and
- The Davis-Bacon Act.

Patent and Copy Rights

The Bureau reserves the right to seek and obtain a patent or copyright registration on any performance of experimental, developmental, or research work resulting in any invention during the performance of this contract provided in accordance with 37 CFR part 401, as appropriate.

Administrative Dispute Resolution

The Bureau and Contractor will communicate openly and directly to resolve any problems or disputes related to completing the contract in a cooperative manner and at the lowest level of intervention possible. Should information resolution efforts fail, the dispute shall be referred to the Bureau Manager, or designee, who shall make the final administration decision.

Nepotism

No grantee, subgrantee, or employing agency may hire a person in an administrative capacity, staff position, or on-the-job training position funded under this contract if a member of that person's immediate family is engaged in an administrative capacity for that grantee, subgrantee, or employment agency.

No grantee, subgrantee or employing agency may hire a person in an administrative capacity, staff position, or on-the-job training position funded under this contract if a member of that person's immediate family is engaged in an administrative capacity for the grant from which that subgrantee or employing agency obtains its funds.

Immediate family is defined as wife, husband, son, daughter, mother, father, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father-in-law, mother-in-law, aunt, uncle, niece, cousin, nephew, stepparent or stepchild.

RECORD MANAGEMENT:

Contractor agrees to maintain records of costs associated or incurred under the contract to account for all money received. All records shall be kept for a period of seven (7) years from the date the final payment is made.

All reports, records, files, etc., generated or maintained in support of or as a result of this contract are subject to review/monitoring and are to be made available during regular business hours to appropriate agencies/representatives for inspection on an as-needed basis.

CONTRACT MODIFICATION:

All requests for contract modification must be in writing and provide detailed justification for such modification(s) and be approved by the appropriate Program Supervisor.

The Contractor may initiate a modification at any time during the contractual term with written concurrence from the Contractor.

EXHIBIT "C"

**CITY OF LONG BEACH WORKFORCE DEVELOPMENT BUREAU
INTEGRATED ENVIRONMENTAL TRAINING AND EMPLOYMENT PROGRAM**

Fee for Service Budget

Contractor Information:

Name: Creation World Safety

Address: 19401 S. Vermont Avenue, Suite A-108, Torrance, CA 90502

Phone: 310-538-1297 Fax: 310-538-2500

Email: creationsafety@aol.com

Federal Tax ID: 95-4654779

Fee for Service:

Contractor agrees to provide RSO, HAZWOPER, and CPR/First Aid Training for 200 trainees (20-30 per cycle for 10 cycles at \$500 each Session). Contractor also agrees to provide training on-site at the Center for Working Families, 1900 Atlantic Avenue, 2nd Floor, Long Beach, as feasible. Contractor shall also provide RSO, HAZWOPER, and CPR/First Aid Certificates of Completion for all students who complete training classes.

Course Description:

<p style="text-align: center;">WEEK ONE – 40 HOURS</p> <p>Orientation and Assessment, Realities of Employment, Hazardous Waste Labor Market Overview, Life Skills Instruction, Sexual Harassment Prevention, CPR/First Aid Course: Roles, responsibilities and expectations within the training program will be discussed. In addition, requirements, work environment, and benefits of the industry are topics covered.</p>
<p style="text-align: center;">WEEK TWO – 40 HOURS</p> <p>Cal OSHA/General Industry Standards: Protocols for handling hazardous materials and use of safety technologies. Use of personal and other protective equipment. Global and national environmental issues, governmental regulatory process, basis chemistry. The 8-principals to establish a fully effective safety plan on any Brownfields site, site simulation, proper work practices, proper waste disposal, and personal decontamination.</p>
<p style="text-align: center;">WEEK THREE – 40 HOURS</p> <p>Hazardous Waste Site Worker Protection & Emergency Response (HAZWOPER): Applicable Standards: Cal-OSHA HAZWOPER Standard, DISO #1592; Respiratory Protection Standard, GISO #5144; Hazard Communication Standard, GISO #5194; Access to Medical and Exposure Records Standard, GISO #3204; Injury and illness prevention Standard, GISO #3203; Confined Space Operation Standard, GISO 5157; and Airborne Contaminants Standard, GISO #5155., Hazardous Waste Operations, Environmental & Occupations Laws, Regulations & Agencies, Toxicology & Health Effects, Medical Surveillance, Air Monitoring & Instrumentation, Workers Rights, Introduction to Personal Protective Equipment, Confined Spaces, Hazard Identification, Handling Drums & Other Containers, Site Characterization, Health & Safety Planning, Field Investigation Activity, Handling & Shipping Hazardous Waste Samples</p>

WEEK FOUR – 36 HOURS

Asbestos Abatement: Applicable Standards, Physical Characteristics, Potential Health Effects Related to Asbestos Exposure, Protective Equipment, State-of-the-Art Work Practices, Personal Hygiene, Medical Monitoring, Relevant Federal, State and Local Regulatory Requirements, Procedures, and Standards, and Refinery Safety Operator (RSO)

WEEK FIVE – 24 HOURS

Lead Abatement: Applicable Standards, What is Lead? Health Effects, Worker and Community Rights, Personal Protective Equipment, Controlling Lead-Based Paint Hazards, Abatement Methods, Cleanup, Disposal, and Clearance, Industrial Removal, Other Health and Safety Problems.

NOT TO EXCEED: \$100,000

10K