



1 CLB is and shall act as an independent contractor and not an employee, representative,  
2 or agent of IAI. CLB shall have control of CLB's work and the manner in which it is  
3 performed. CLB shall be free to contract for similar services to be performed for others  
4 during this Agreement.

5 4. ASSIGNMENT AND SUBCONTRACTING. CLB shall not assign its  
6 rights or delegate its duties under this Agreement without the prior approval of IAI.  
7 Furthermore, CLB shall not subcontract any portion of the performance required hereunder  
8 without the prior approval of the IAI Manager or designee, nor substitute an approved  
9 subcontractor without said prior approval to the substitution. Nothing stated in this  
10 Section 6 shall prevent CLB from employing as many employees as CLB deems necessary  
11 for performance of this Agreement.

12 5. MATERIALS. CLB shall furnish all labor and supervision, supplies,  
13 material, tools, machinery, equipment, appliances, transportation, and services necessary  
14 to or used in the performance of CLB's obligations.

15 6. TERMINATION. Either party shall have the right to terminate this  
16 Agreement for any reason or no reason at any time by giving fifteen (15) calendar days  
17 prior notice to the other party. In the event of termination under this Section, IAI shall pay  
18 CLB for services satisfactorily performed up to the effective date of termination for which  
19 CLB has not been previously paid. The procedures for payment in Section 1.B. with regard  
20 to invoices shall apply.

21 7. AMENDMENT. This Agreement, including all Exhibits, shall not be  
22 amended, nor any provision or breach hereof waived, except in writing signed by the  
23 parties which expressly refers to this Agreement.

24 8. LAW. This Agreement shall be governed by and construed pursuant  
25 to the laws of the State of California (except those provisions of California law pertaining  
26 to conflicts of laws).

27 9. ENTIRE AGREEMENT. This Agreement, including the Exhibit,  
28 constitutes the entire understanding between the parties and supersedes all other

Robert E. Shannon  
City Attorney of Long Beach  
333 West Ocean Boulevard  
Long Beach, California 90802-4664  
Telephone (562) 570-2200

1 agreements, oral or written, with respect to the subject matter in this Agreement.

2 10. AMBIGUITY. In the event of any conflict or ambiguity between this  
3 Agreement and the Exhibit, the provisions of this Agreement shall govern.

4 11. COSTS. If there is any legal proceeding between the parties to  
5 enforce or interpret this Agreement or to protect or establish any rights or remedies  
6 hereunder, the prevailing party shall be entitled to its costs and expenses, including  
7 reasonable attorneys' fees and court costs (including appeals).

8 12. NONDISCRIMINATION. In connection with performance of this  
9 Agreement and federal laws, rules and regulations, neither party shall not discriminate in  
10 employment or in the performance of this Agreement on the basis of race, religion, national  
11 origin, color, age, sex, sexual orientation, AIDS, HIV status, handicap, or disability.

12 13. NOTICES. Any notice given by one party to the other shall be in  
13 writing and personally delivered or deposited in the U.S. Postal Service, first class, postage  
14 prepaid, addressed to IAI at 2166 Avenida De La Playa, Suite F, La Jolla, California 92037  
15 and to CLB at 333 West Ocean Boulevard, Long Beach, California 90802 Attn: City  
16 Manager. Notice of change of address shall be given in the same manner stated here for  
17 other notices. Notice shall be deemed given on the date deposited in the mail or on the  
18 date personal delivery is made, whichever first occurs.

19 14. THIRD PARTY BENEFICIARY. This Agreement is intended by the  
20 parties to benefit themselves only and is not in any way intended or designed to or entered  
21 for the purpose of creating any benefit or right for any person or entity of any kind that is  
22 not a party to this Agreement.

23 IN WITNESS WHEREOF, the parties have caused this document to be duly

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executed with all formalities required by law as of the date first stated herein.

IMPACT ASSESSMENT, INC., a California corporation

12/12/, 2005

By [Signature]  
President

12/12/, 2005

By JOHN S PETERSON  
(Type or Print Name)  
Secretary  
JOHN S PETERSON  
(Type or Print Name)

"IAI"

CITY OF LONG BEACH, a municipal corporation

12/30, 2005

By Christine J. Shippy  
City Manager

"CLB"

This Agreement is approved as to form on 12/19, 2005.

ROBERT E. SHANNON, City Attorney  
By [Signature]  
Senior Deputy

Robert E. Shannon  
City Attorney of Long Beach  
333 West Ocean Boulevard  
Long Beach, California 90802-4664  
Telephone (562) 570-2200

## Exhibit "A"



### Department of Health and Human Services Bureau of Environmental Health

#### Palos Verdes Shelf Fish Contamination Project

#### Scope of Work

#### **Background:**

The ocean water near Palos Verdes Peninsula known as the Palos Verdes Shelf is among the most contaminated ocean sediment sites in the United States. Due to past disposal practices of DDT and PCB into the ocean, certain species of fish, such as white croaker, are now contaminated. Unlike some environmental exposures, the health risks associated with eating contaminated fish are well documented. Studies show that chemicals such as DDT and PCB's found in fish are harmful to the developing fetus and young children. As a result of elevated DDT and PCB levels, fish consumption advisories have been established for certain fish, especially white croaker. In addition, the California Department of Fish and Game created zones off the Palos Verdes Shelf where the commercial catch of white croaker is banned. To inform the public and reduce consumption of contaminated fish, the US EPA and the California Department of Health partnered to implement an 18-month pilot education and outreach project. Due to the success of this pilot project and the need for continued education and outreach regarding contaminated fish, the US EPA instituted measures to resume and expand the education and outreach endeavor to those at greatest risk.

The City of Long Beach Department of Health and Human Services (DHHS), Bureau of Environmental Health is committed to participating in the US EPA Palos Verdes Shelf Fish Contamination Project. As a participating agency, our bureau will focus on providing education and outreach associated with the consumption of contaminated fish, targeting markets and residents of the City of Long Beach. Our goals are to educate and provide outreach to markets and our residents about local fish advisories, especially pertaining to the fish located in the waters off the Palos Verdes Shelf and to reduce the consumption of contaminated fish. To help us achieve these goals, the City of Long Beach DHHS, Bureau of Environmental Health, has outlined specific objectives that are detailed in the table below.

The Bureau of Environmental Health promotes and safeguards the quality of life in Long Beach by preventing disease and eliminating environmental hazards. The Food Facility Inspection, Water Quality and Outreach, Education and Training programs are three of seven programs within the bureau that will have responsibility for meeting the objectives outlined below. The Food Facility Inspection Program enforces state and local food safety regulations in over 2,000 Long Beach food facilities. The goal of the food program is to ensure that food sold and served is safe, properly labeled and produced under sanitary conditions. A key component of the program includes the education of food handlers and food operators.

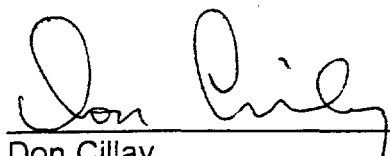
The City of Long Beach has approximately seven miles of public beach along its shoreline. To ensure that our recreational waters in Long Beach maintain a high level of water quality, the Water Quality Program routinely samples and tests recreational water to ensure that bacteria levels meet the State Of California standards for cleanliness and safety. The Water Quality Program is also responsible for posting advisories warning the public when indicator bacterial levels exceed state standards, mussel quarantines and consumption of white croaker. All of our programs strive to educate the public about potential hazards to empower the community and ultimately reduce illness from preventable measures.

OBJECTIVE	TASKS	OUTCOME	TIME PERIOD
1. Participate in the Fish Contamination Education Task Force.	Actively participate by attending scheduled meetings.	Attend outreach meetings and provide suggestions that will strengthen the education and outreach objectives	Ongoing
2. Actively participate in the Market Outreach Sub-Committee	Choose staff persons from Food, Water and Education, Outreach and Training Programs to attend sub-committee meetings and communicate information with EH staff.	Alemayehu Mengesha and Monica Cardenas-Coolidge will attend regularly. Other staff may attend as assigned.	Ongoing
3. Act as the lead agency for the City of Long Beach for responding to calls from the public and distributing education materials.	Calls from the public regarding fish contamination questions to be handled by clerical staff and EHS inspectors. Staff will provide the appropriate resources based on the callers' needs.	Residents will become educated about local fish contamination issues.	Ongoing
4. Develop Market Outreach Strategy	Assist in the development of an outreach strategy.	Follow the Task Force outreach strategy.	Ongoing
5. Target Communities in need of Outreach	Identify community markets and festivals.	Provide outreach to communities in need.	Completed
6. Conduct Education and Outreach	Hold training sessions for EH Staff. Disseminate outreach materials.	Enhance awareness about fish contamination, especially white croaker, and provide public education.	Ongoing

**Objectives:**

1. Participate in the Fish Contamination Education Task Force
  - o Actively participate by attending scheduled Task Force Meetings. Representatives from the Bureau of Environmental Health will attend meetings using that time to contribute to the Task Force goals and objectives.
  
2. Actively participate in the Market Outreach Sub-Committee
  - o Chosen staff from the Bureau of Environmental Health's Food Facility Program, Water Quality Program and Outreach, Education and Training Program will attend the Market Outreach Sub-Committee meetings offering assistance as needed. Staff will strategize with committee members to develop an efficient outreach plan and communicate information with EH staff.
  
3. Act as the lead agency for the City of Long Beach for responding to calls from the public and distributing education materials.
  - o The Bureau of Environmental Health will respond to calls from the residents of Long Beach regarding fish contamination questions and concerns. Clerical staff and Environmental Health Specialists will provide the appropriate resources based on the needs of the callers.
  
4. Develop Market Outreach Strategy
  - o Assigned staff members will assist in the development of an outreach strategy targeting markets in the Long Beach community.
  
5. Target Communities in need of Outreach
  - o Assigned staff members will compile a list of community markets and festivals that require outreach and education based on their higher potential of the sale or consumption of white croaker.
  
6. Conduct Education and Outreach
  - o Training sessions will be held for Environmental Health Staff to provide information regarding the Fish Contamination Education Task Force. Staff will then be able to provide public education regarding fish contamination, especially white croaker.

Approved:

  
\_\_\_\_\_  
Don Cillay  
Manager, Bureau of Environmental Health

8/26/03  
Date