

Brownfields Environmental Technology Job Training Contract Between the City of Durham and Durham Technical Community College

This contract is made, dated and entered into as of the _____ day of _____, 2011, between the City of Durham, a municipal corporation (“City”) and Durham Technical Community College (“Contractor”).

Section 1. Background and Purpose. The purpose of this contract is to provide training for up to 75 Durham residents enrolled in an environmental technology certification *Brownfields Job Training* program. Attachment A delineates the Statement of Work to be provided under this contract and Attachment A-2 delineates the Curriculum and Course Description. The City, through the Durham Workforce Development Board, is a recipient of a 2010 Brownfields Job Training grant through the U.S. Environmental Protection Agency (EPA), for the purpose of training up to 75 Durham residents in an environmental technology certification program that will enable participants to competitively seek employment in the assessment and cleanup activities associated with the redevelopment and reuse of local and regional Brownfield sites and other related environmental fields. Pursuant to said grant, and in keeping with its broad objectives, the City desires to engage the Contractor to render certain services in the furtherance of those objectives. The Contractor shall abide by each paragraph of this agreement and its attachments and all procedures, rules and regulations imposed upon the City by the EPA in connection with the City’s receiving the grant referred to above.

Section 2. Program Narrative. Contractor shall perform the services and activities outlined in Attachment A. Those services and activities are hereby referred to in this contract as “the program.” The Contractor shall begin performance of those services and activities on or about February 1, 2011. It shall complete those services and activities no later than June 30, 2012.

Section 3. Complete Work without Extra Cost. Except to the extent otherwise specifically stated in this contract, the Contractor shall obtain and provide, without additional cost to the City, all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform the Work.

Section 4. Payment under Contract The City shall make payment on a cost reimbursement basis to the Contractor for services and activities described in Attachment A, and according to the budget set forth in Attachment B, which is attached hereto and incorporated herein said payment shall not exceed \$143,000.00. Invoices will be paid in accordance to the line item budget in Attachment B for services rendered under this contract. If a line item needs to be revised, Contractor will submit revision in writing before an invoice will be approved for payment. Payment shall be made by the City within 30 days of receipt of invoices for services received from the Contractor. The Contractor shall send invoices to the Accounting Department within the Office of Economic and Workforce Development (OEWD) whose name and address shall be provided by the City. The City shall provide the Contractor with blank reporting forms referred to in this Contract, and/or instructions for creating the reports referred to in this contract, and Contractor agrees to use those forms and instructions. Notwithstanding anything in the

Contract which may be to the contrary, Contractor understands and agrees that any payment made under or in any way relating to this contract by the City is limited to the lesser of (i) funds made available for that purpose by the EPA under the grant referred to above, or (ii) \$143,000.00.

Contractor performance will be reviewed on a monthly basis. Failure to reach the goals and objectives, and failure to carry out each deliverable delineated within Attachment A, will result in delay of payment to the Contractor by the City. In the event that the Contractor fails to fulfill all its responsibilities under this Contract as set out in Attachment A, Contractor will be in breach of the Contract.

Section 5. Insurance. Contractor shall provide the City with proof of current insurance coverage.

Section 6. Attachments. The following attachments are made a part of this contract:

Attachment A.	Statement of Work
Attachment A-2	Curriculum and Course Description
Attachment B	Program Budget

In case of conflict between an attachment and the text of this contract excluding the attachment, the text of this contract shall control.

Section 7. Termination of Contract

A. **For Cause.** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligation under this Contract; or if the Contractor shall violate any of the covenants, agreements or stipulations of this Contract; or if the grant under which this agreement is made is terminated, reduced, impounded, suspended or withheld; then the City shall thereupon have the right to terminate or suspend this Contract. Termination or suspension shall be accomplished by the City's giving written notice to the Contractor at least ten (10) days prior to the date that the contract is to be terminated. In the event that the EPA reduces the amount of its grant or for any other reason funding must decrease during the course of the contract term, the parties hereto must amend this Contract so that it will accommodate and reflect the action taken by the EPA.

B. **For Convenience.** This Contract may be terminated by the City without cause and independently from any action pertaining to the grants under which this Contract has been funded, at the convenience and the sole discretion of the City. The City shall provide the Contractor with at least thirty (30) days written notice prior to the effective date of termination under this paragraph. In the event of termination for convenience, the City shall make payment for the service performed and authorized expenditures incurred, if any, prior to the termination date, by the Contractor in accordance with the Contract.

C. **Consequences of Termination.** Notwithstanding termination, whether or not premature, all obligations that are still executory on both sides are discharged but any

right based on prior breach or performance survives. Where a provision of this Contract states a specific requirement to be done before or after termination, (e.g., *see* the third paragraph of the Section titled Property Management), such a specific requirement shall be followed. Without limiting the preceding two sentences, it is agreed that in the event of termination, whether or not premature,

(1) all property and finished or unfinished documents, data, studies, and reports purchased or prepared by the Contractor under this Contract shall become the property of the City and shall be delivered to the City within thirty (30) days after the completion of the certified audit of this Contract; and

(2) the following shall survive termination:

(a) all of the Contractor's obligations to report to the City with respect to matters occurring before the termination;

(b) all of the Contractor's obligations to create, maintain, submit, and allow access to records;

(c) applicable provisions of the Section titled "Applicable Federal, State and City Requirements; Conflict of Interest; Political Activity"; and .

Section 8. Notice. (a) All notices and other communications required or permitted by this contract shall be in writing and shall be given either by personal delivery, fax, or certified United States mail, return receipt requested, addressed as follows:

To the City:

Mr. Nicholas McCoy
Senior Workforce Development Administrator
City of Durham
Office of Economic and Workforce Development
302 East Pettigrew Street, Suite 190
Durham, North Carolina 27701
The fax number is (919) 560-4986

To the Contractor:

Mrs. Jamie Glass, Vice President, Corporate and Continuing Education Division
Durham Technical Community College
Main Campus – 1637 East Lawson Street
Durham, NC 27703
The fax number is (919) 536-7279

(b) Change of Address. Date Notice Deemed Given. A change of address, fax number, or person to receive notice may be made by either party by notice given to the other party. Any notice or other communication under this contract shall be deemed given at the item of actual delivery, if it is personally delivered or sent by fax. If the notice or other communication is sent by United States mail, it shall be deemed given upon the third calendar day following the day on which such notice or other communication is deposited with the United States Postal Service or upon actual delivery, whichever first occurs.

Section 9. Indemnification. (a) To the maximum extent allowed by law, the Contractor shall defend, indemnify, and save harmless Indemnities from and against all Charges that arise in any manner from, in connection with, or out of this contract as a result of acts or omissions of the Contractor or subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. In performing its duties under this subsection "a," the Contractor shall at its sole expense defend Indemnities with legal counsel reasonably acceptable to City. (b) Definitions. As used in subsections "a" above and "c" below -- "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, and expenses (included without limitation within "Charges" are (1) interest and reasonable attorneys' fees assessed as part of any such item, and (2) amounts for alleged violations of sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders -- including but not limited to any such alleged violation that arises out of the handling, transportation, deposit, or delivery of the items that are the subject of this contract). "Indemnities" means City and its officers, officials, independent contractors, agents, and employees, excluding the Contractor (c) Other Provisions Separate. Nothing in this section shall affect any warranties in favor of the City that are otherwise provided in or arise out of this contract. This section is in addition to and shall be construed separately from any other indemnification provisions that may be in this contract. (d) Survival. This section shall remain in force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of the Contractor under this contract. (e) Limitations of the Contractor's Obligation. If this section is in, or is in connection with, a contract relative to the design, planning, construction, alteration, repair or maintenance of a building, structure, highway, road, appurtenance or appliance, including moving, demolition and excavating connected therewith, then subsection "a" above shall not require the Contractor to indemnify or hold harmless Indemnities against liability for damages arising out of bodily injury to persons or damage to property proximately caused by or resulting from the negligence, in whole or in part, of Indemnities.

Section10. Identification of Documents. All reports, maps, and other documents completed as a product of this Contract, other than documents used in the administration of the Contract such as reports to the City, shall have placed thereon by the Contractor the following statement: The preparation of this document was financed in part or in whole through funds from the City of Durham Office of Economic and Workforce Development and U.S Environmental Protection Agency.

Section11. Financial Records. The Contractor shall establish and maintain a financial management system which will account for all funds received under this Contract and expenditures made in furtherance of the Project. Such system shall be created and maintained in accordance with generally accepted accounting principles. This system shall be documented to the satisfaction of the City and shall include:

a. A general ledger (balance sheet and statement of revenue and expenses) in which a summary of all accounting transactions are recorded. In addition, the Contractor

shall maintain a cash receipt and disbursement register in which receipts and disbursements will be documented. Funds disbursed by the Contractor shall be made by pre-numbered checks, used in numerical sequence and must be supported by appropriate documentation. This documentation includes items such as payroll, time and attendance records, invoices, contracts, records of travel payments, and notations showing the approval of an authorized official of the Contractor.

b. The Contractor shall maintain such records and accounts including property, personnel, and financial records so as to assure a proper accounting for all Project funds. These records shall be retained by the Contractor for a period of three years after the City makes final payments to the Contractor pursuant to this Contract and after all other pending matters are closed. At any time after the Contract termination, however, the Contractor may turn these over to the City for retention after completion and acceptance of required audits.

c. The Contractor shall provide an accounting for all funds paid to it by the City under this Contract. More specifically, Contractor's financial management system shall provide for:

i. Records which identify adequately the source and application of funds under this Contract. These records shall contain information pertaining to encumbrances and unencumbered balances, assets, liabilities, outlays and income.

ii. Effective control over and accountability for all funds, property and other assets attributed to the Contract. The Contractor shall adequately safeguard all such assets and shall assure that they are used solely for the performance of the Contract.

iii. Comparison of actual expenditures with budgeted amounts for those expenditures and comparison of financial information with performance or productivity data, including the production of per participant cost information whenever required by the Office of Economic & Workforce Development (OEWD).

iv. Procedures for determining the allowability and allocation of costs.

d. The Contractor's financial records shall be audited by a Certified Public Accountant at least annually. The auditor shall be obtained and paid by the Contractor without any City funds. Should there be an exception taken during the audit, the Contractor shall resolve the findings and recommendations within thirty (30) days after completion of the audit.

e. Contractor shall provide any information, which OEWD may reasonably request pertaining to the Contractor's financial management under this Contract.

Section 12. Audits and Inspections. At any time during normal business hours and as often as the City, Durham Workforce Development Board, the U.S. Environmental

Protection Agency or the Comptroller General of the United States (said four entities and agencies are referred to hereafter as “said Entities”) may deem necessary, the Contractor shall make available to said Entities or the duly authorized representatives of any of said Entities, all of the Contractor’s books, documents, papers, and records pertaining to this contract.

Programs must be conducted in accordance with auditing standards set forth in the financial and compliance handbook entitled “Standards for Audit of Governmental Organizations, Program Activities and Functions”, issued by the Comptroller General of the United States and circulars A-128 and A-133 issued by the Federal Office of Management and Budget. Contractor shall submit a copy of the Contractors annual audit report to the OEWD within sixty days of completion of the audit.

Section 13. Miscellaneous

(a) Choice of Law and Forum. This contract shall be deemed made in Durham County, North Carolina. This contract shall be governed by and construed in accordance with the law of North Carolina. The exclusive forum and venue for all actions arising out of this contract shall be the North Carolina General Court of Justice, in Durham County. Such actions shall neither be commenced in nor removed to federal court. This section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this section.

(b) Waiver. No action or failure to act by the City shall constitute a waiver of any of its rights or remedies that arise out of this contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

(c) Performance of Government Functions. Nothing contained in this contract shall be deemed or construed so as to in any way stop, limit, or impair the City from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

(d) Severability. If any provision of this contract shall be unenforceable, the remainder of this contract shall be enforceable to the extent permitted by law.

(e) Assignment, Successors and Assigns. Without the City's written consent, the Contractor shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out of this contract. The City Manager may consent to an assignment without action by the City Council. Unless the City otherwise agrees in writing, the Contractor and all assignees shall be subject to all of the City’s defenses and shall be liable for all of the Contractor’s duties that arise out of this contract and all of the City’s claims that arise out of this contract. Without granting the Contractor the right to assign, it is agreed that the duties of the Contractor that arise out of this contract shall be binding upon it and its heirs, personal representatives, successors, and assigns.

(f) Compliance with Law. In performing all of the Work, the Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including but not limited to applicable provisions of the following: No compliance review was conducted in accordance with Ordinance to Promote Equal Business Opportunities in City Contracting.

(g) City Policy. THE CITY OPPOSES DISCRIMINATION ON THE BASIS OF RACE AND SEX AND URGES ALL OF ITS CONTRACTORS TO PROVIDE A FAIR OPPORTUNITY FOR MINORITIES AND WOMEN TO PARTICIPATE IN THEIR WORK FORCE AND AS SUBCONTRACTORS AND VENDORS UNDER CITY CONTRACTS.

(h) EEO Provisions. During the performance of this Contract the Contractor agrees as follows: (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Contractor shall take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth these EEO provisions. (2) The Contractor shall in all solicitations or advertisement for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. (3) In the event of the Contractor's noncompliance with these EEO provisions, the City may cancel, terminate, or suspend this contract, in whole or in part, and the City may declare the Contractor ineligible for further City contracts.

(i) SDBE. The Contractor shall comply with all applicable provisions of Article III of Chapter 18 of the Durham City Code (Equal Business Opportunities Ordinance), as amended from time to time. The failure of the Contractor to comply with that chapter shall be a material breach of contract which may result in the rescission or termination of this contract and/or other appropriate remedies in accordance with the provisions of that chapter, this contract, and State law. The Participation Plan submitted in accordance with that chapter is binding on the Contractor. Section 18-59(f) of that chapter provides, in part, "If the City Manager determines that the Contractor has failed to comply with the provisions of the Contract, the City Manager shall notify the Contractor in writing of the deficiencies. The Contractor shall have 14 days, or such time as specified in the Contract, to cure the deficiencies or establish that there are no deficiencies." It is stipulated and agreed that those two quoted sentences apply only to the Contractor's alleged violations of its obligations under Article III of Chapter 18 and not to the Contractor's alleged violations of other obligations.

(j) Principles of Interpretation and Definitions. In this contract, unless the context requires otherwise: (1) The singular includes the plural and the plural the singular. The pronouns "it" and "its" include the masculine and feminine. References to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The words "include," "including," etc. mean include, including, etc. without limitation. (2) References to a "Section" or "section" shall mean a section of this contract. (3) "Contract" and "Agreement," whether or not capitalized, refer to this instrument. (4) Titles of sections, paragraphs, and articles

are for convenience only, and shall not be construed to affect the meaning of this contract. (5) "Duties" includes obligations. (6) The word "person" includes natural persons, firms, companies, associations, partnerships, trusts, corporations, governmental agencies and units, and other legal entities. (7) The word "shall" is mandatory. (8) The word "day" means calendar day.

(k) Modifications. Entire Agreement. A modification of this contract is not valid unless signed by both parties and otherwise in accordance with requirements of law. Further, a modification is not enforceable against the City unless the City Manager or a deputy or assistant City Manager signs it for the City. This contract contains the entire agreement between the parties pertaining to the subject matter of this contract. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this contract.

(l) Agency. Nothing in this Contract is intended or shall be interpreted to create a joint venture or partnership between the City and the Contractor or constitute either the agent of the other, or make the City in any way responsible for the losses, debts, duties, obligations, responsibilities of liabilities of the Contractor.

(m) Representations. Without limiting any other warranty under this contract, or any right or remedy available to the City, it is agreed that the Contractor warrants the accuracy of representations made by it prior to the date of this contract in materials submitted to the City with respect to the Project, including but not limited to materials submitted in response to the request for proposals.

*Brownfields Environmental Technology Job Training Contract Between the City of Durham
and Durham Technical Community College*

IN TESTIMONY WHEREOF, the parties hereto have caused this Contract to be executed, as of the day and year above written.

ATTEST:

CITY OF DURHAM

By: _____

Preaudit Certification

DURHAM TECHNICAL COMMUNITY COLLEGE

By: _____
Board Chair

State of _____ Acknowledgment by Durham Technical
Community College

County of _____

I, a notary public in and for the aforesaid county and state, certify that
_____ personally appeared
before me this day and stated that he or she is Board Chair of DURHAM TECHNICAL
COMMUNITY COLLEGE, and that by authority duly given and as the act of the Board
of Trustees of DURHAM TECHNICAL COMMUNITY COLLEGE, he or she signed the
foregoing contract or agreement with the City of Durham. This the _____ day of
_____, 20__.

My commission expires:

Notary Public

ATTACHMENT A- STATEMENT OF WORK

DURHAM TECHNICAL COMMUNITY COLLEGE

Background

With the award of the 2010 Environmental Protection Agency (EPA) Brownfields Job Training Grant, the City of Durham anticipates grant funding will support the City's ongoing efforts to engage the community in the redevelopment and revitalization of Northeast Central Durham and surrounding neighborhoods. As a recipient of 2006 and 2009 *EPA Brownfields Assessment Grants*, the City has a history of successfully working in direct collaboration with the greater NECD community to identify and assess the number of existing Brownfields in this 96-block corridor, including scrap yards, abandoned petroleum stations, and other vacant/abandoned industrial facilities. The 2010 grant will enable Durham to build on the success of the 2008 Job Training (JT) grant and support the EPA strategic plan/goals to utilize Brownfields JT grants to create green jobs that reduce environmental contamination and build a more sustainable future for the community.

Purpose

The City of Durham anticipates that this contract will support efforts to train up to 75 residents of NECD and the surrounding area in a Brownfields Job Training program that will enable participants to effectively gain skills and training needed to competitively seek employment in the assessment, cleanup, and redevelopment of brownfield sites and also in the greater environmental technology field.

Deliverables

Durham Technical Community College will support OEWD to meet the following program goals:

Development of a Comprehensive Environmental Technology Job Training Program

- Contractor will develop, implement, and revise as needed a curriculum that will guide participants in the handling and removal of hazardous substances, including training for jobs in sampling, analysis, and site remediation.
- Contractor will develop, implement, and revise as needed a curriculum that will train participants in the management of facilities at which hazardous substances, pollutants, contaminants or petroleum contamination are located.
- Contractor will develop, implement, and revise as needed a curriculum that will train participants in the use of techniques and methods for cleanup of leaking underground storage tanks and other sites contaminated by petroleum products, asbestos, abatement, or lead abatement.

- Contractor will assist with the development and implementation of marketing tools that will promote the training program to prospective students, to include Public Service Announcements, issuing press releases, print and digital media outreach, and web-based marketing.
- Contractor will support OEWD staff in conducting periodic orientation sessions for the Brownfields Job Training program that precede individual training cycles with the purpose of engaging the community about the job training program and informing prospective students and other stakeholders about the program.

Implementation of an Environmental Technology Job Training Program

- Contractor will deliver an Environmental Technology Job Training program through the implementation of three (3) training cycles totaling 164 contact hours (per cycle) during the first year of the contract, with the date of the final training cycle concluding on or before December 16, 2011.
- Contractor will implement pre and post testing assessments of potential candidates' skills and knowledgebase using ACT WorkKeys to assess competencies and skill levels in Applied Math, Reading, and Locating Information.
- Contractor will enroll a minimum of 25 participants per training cycle.
- Contractor shall work with JobLink partners to support and maintain a retention rate of 80% of program participants during the course of training.
- Contractor will issue certifications in HAZWOPER (Hazardous Waste Operations), Lead Worker Abatement, Asbestos, OSHA, and First Aid & CPR to students who successfully complete each certificate exam.
- Contractor will submit periodic program reports as mandated by the City and the EPA.
- Contractor shall work with JobLink partners to support a job placement rate of 65% of program graduates in Brownfields related and other environmental fields.
- Contractor will adhere to the outlined program Budget Form delineated within Attachment B of this contract.
- Contractor will further adhere to the program Curriculum and Course Descriptions delineated within Attachment A-2 of this contract.

ATTACHMENT A-2
CURRICULUM AND COURSE DESCRIPTION

Course Title	Hours	Duration
Technical Awareness/Orientation	8	2 Days
Soil and Water Management	16	4 Days
Field Testing & Equipment	12	3 Days
Human Resources Development- Job Readiness and Math Skills (Non EPA funded)	20	5 Days
Air Quality/Mold	8	2 Days
Applied Mathematics	4	1 Day
”Day in the Life” of an Environmental Tech.	8	1 (8 hr) day = 2 Days
Registration and CAPS Fees		
Reporting Fee		
CERTIFICATIONS		
HAZWOPER	40	2 Weeks
Asbestos Worker Abatement	32	1.5 Weeks
OSHA	12	3 Days
First Aid & CPR	8	2 Days
Lead Worker Abatement	16	4 Days
Total	164	9 Weeks

COURSE DESCRIPTIONS:

Technical Awareness and Orientation to Environmental Technology, Applied Mathematics, and Day in the Life (20 hours): This course provides participants with an introduction to the stakeholders in the training program. The logistical details of the job training program will be reviewed, including discussions with participants on their expectations and questions. Participants will also receive orientation to the field of environmental technology, the concepts of sustainability, the core of environmental technologies, an introduction to the basic math skills required for working in environmental sciences, and a real world life experience as an environmental technician.

Health and Safety Course Outline (52 hours):

HAZWOPER (40 hours)

HAZWOPER certification awarded upon successful completion of course and exam.

Description: The course provides participants an opportunity to learn basic skills and knowledge about protecting the health and safety of personnel working with hazardous wastes and hazardous waste site work. Upon completion of the course, the participant should be able to: accept the need for OSHA regulations and understand related HAZWOPER requirements, plan a site safety and control program, and recognize the purpose, importance, and limitations of personal protective equipment.

OSHA Health and Safety Training, (12 hours):

OSHA Health and Safety Training certification awarded upon successful completion of course and exam.

Description: The course provides participants an opportunity to learn basic skills and knowledge about protecting the health and safety of personnel, locating and applying OSHA safety and health standards to the workplace, identifying common violations of OSHA standards and proposing abatement actions. Upon completion of the course, the participant should be able to: locate and apply OSHA safety and health standards, policies and procedures.

Asbestos Worker Abatement: (32 hours):

Federal and state regulations require specific training for personnel involved in asbestos management. This course is for operations, maintenance and custodial workers who conduct activities that involve the disturbance of known or assumed asbestos-containing material. The course is designed to meet the OSHA training requirements for Class III asbestos workers in accordance with 29 CFR 1926.1101 and SC-DHEC training for facility O&M Asbestos Workers. This training may also be used to satisfy OSHA training requirements for the Asbestos Competent Person for Class III and Class IV asbestos work.

Lead Abatement Worker Course Outline (16 hours):

Lead Worker certification awarded upon successful completion of course and exam.

Description: This training certifies lead-based paint abatement workers in the critical aspects of successfully conducting a lead abatement project. Content includes sources of lead, PPE, abatement methods, cleanup, waste disposal & hands-on training. Upon completion of the course, the participant should be able to: identify lead hazard issues and health effects, understand which steps involve work area containment to keep dust from spreading, work with safe methods that generate less dust, and use clean up using methods that effectively remove lead hazards when the work is done.

Air Quality (8 hours):

Description: This course introduces the study of air quality and air pollution. Emphasis is placed on air pollution basics, effects of air pollution, air quality analysis and measurement, and regulatory control of air pollution. Upon completion of this course, participants should be able to: demonstrate an understanding of the environmental hazards associated with air pollution from a human health and welfare perspective, list major categories of air pollutants, identify types of control techniques used for minimizing the emission of air pollutants, and use basic math and chemical concepts to successfully solve many types of air pollution problems.

Soil and Water Management (16 hours):

Description: This course examines the constituents of natural waters from a biological and geochemical perspective. Topics include common components of environmental factors affecting aquatic and terrestrial systems, regulation and dynamics, components of water sources, water law, health consequences, and water treatment procedures. Upon

completion of the course participants should be able to: demonstrate an understanding of the biological, chemical, and geological factors affecting soil and water quality, and demonstrate an understanding of the relationship between man, his environment and the ecological impact of human activities.

Field Testing and Equipment (12 hours):

Description: This course introduces the concepts and techniques utilized in the assessment and remediation of contaminated soils and groundwater. Emphasis is placed on hydrogeology, environmental sampling, and remediation practices. It introduces field sampling techniques and analysis of chemicals and environmental parameters in the field as well as the laboratory. Upon completion of this course, participants should be able to: use methodologies and technologies involved in field sampling and analysis and be able to present data appropriately, properly sample environmental media, demonstrate knowledge of soil and groundwater dynamics, and discuss various remediation approaches, and demonstrate their ability to use GPS technology and GPS location data.

First Aid and CPR (8 hours):

American Red Cross First Aid/CPR certification awarded upon successful completion of course and exam.

Description: In cooperation with the American Red Cross, students will learn how to act in emergency situations, and to recognize, and care for life-threatening first aid, respiratory or cardiac emergencies. Upon course completion the participant should be able to: understand and apply the mechanics of Artificial Life Support, understand CPR applications, and know what is expected during an emergency and how to respond appropriate until help arrives.

NON GRANT FUNDED TRAINING AND SUPPORT SERVICES

Human Resources Development, Job Readiness (20 hours):

Description:

Participants will learn or review employability skills, do individualized career planning and assessment, and learn basic computer skills. Upon completion of training participant should be able to: demonstrate an understanding of environmental technology careers, have completed an Individualized Education Plan, worked on personalized resume writing and creating targeted cover letters. Students also will have experience on identifying industry contacts, networking and succeeding at job fairs and industry gatherings and interview practice and review.

ATTACHMENT B- BUDGET FORM
DURHAM TECHNICAL COMMUNITY COLLEGE BUDGET

Delivery of Training	Participant Cost (per individual cost)	Training Cycle Cost (per 25 participants)	Total Delivery of Training @ 3 cycles (75 participants)
Instructor Salaries	874.77	21,869.27	65,607.80
Fringe Benefits	9.32	233.07	699.20
Curriculum Development	0.00	0.00	0.00
OE Registration and CAPS Fees	368.00	9,200.00	27,600.00
Outreach (Enrollment Activities)	19.00	475.00	1,425.00
Supplies	502.24	12,556.00	37,668.00
Rent/Utilities	In Kind	In Kind	In Kind
Totals	1,773.33	44,333.33	\$133,000.00
Total Request for Delivery of Training per 3 Cycles (at 75 participants)			\$133,000.00

Reporting	Cycle 1	Cycle 2	Cycle 3	Total
Generate required local, state, and federal (EPA) financial and reporting documents	3,333.33	3,333.33	3,333.34	10,000.00
Totals	3,333.33	3,333.33	3,333.34	10,000.00

Total Request for Reporting per 3 Cycles	\$10,000.00
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Grand Total Request for Delivery of Training and Reporting activities for the purpose of providing an Environmental Technology Job Training program over 3 Cycles for 75 Participants: \$ 143,000.00

BUDGET NARRATIVE

Contractor will provide the following in-kind contributions to this project under the Job Readiness component:

Job Readiness	Cycle 1 (25 participants)	Cycle 2 (25 participants)	Cycle 3 (25 participants)	Total
Job Seeking Skills Course: Instruction on resumes and interviewing, workplace conduct and the ethics and fundamentals of the job search, career portfolio development, etc.	\$1,625.00	\$1,625.00	\$1,625.00	\$4,875.00
Optional Course: Commercial Driver's License Exam Prep	\$1,625.00	\$1,625.00	\$1,625.00	\$4,875.00
Job Seeking Skills/ KeyTrain and Computer Skills Development Lab	\$1,625.00	\$1,625.00	\$1,625.00	\$4,875.00
Totals				\$14,625.00

Personnel Costs:

Salaries

Grant paid portion of instructor's salaries
(184 hours x \$118.85) x 3 cycles \$65,607.80

Benefits

FICA at 7.6% of adjunct instructor salary
(Adjunct instructor salary x 7.6%) x 3 cycles \$699.20

OE Registration and CAPS Fees

Registration and CAPS fees per student per course
(\$368.00 x 75) x 3 cycles \$27,600.00

Outreach Activities

Orientation, recruitment, and presentations
(60 hours at \$23.75) x 3 cycles \$1,425.00

Equipment/Supplies

(75 x 12.25 per student-office supplies) \$918.00

(75 x 200.00 per student-training materials) \$15,000

(75 x 290.00 per student-field testing kits & equipment) \$21,750

**Equipment and supplies includes but not limited to: multi gas meters, lead, soil, air, and water testing kits, ropes gloves, etc...

*Brownfields Environmental Technology Job Training Contract Between the City of Durham
and Durham Technical Community College*

Durham Tech Rent and Facilities Usage	In Kind
Reporting \$3,333.33 x 3 cycles	\$10,000.00
Total Budget Request	\$143,000.00

IN KIND CONTRIBUTIONS

Job Seeking Skills Course:	
Registration fees (\$65.00 x 75)	\$4,875.00
Optional CDL Exam Prep Course:	
Registration fees (\$65.00 x 75)	\$4,875.00
Job Seeking Skills/KeyTrain Computer Lab:	
(Registration fees (\$65.00 x 75))	\$4,875.00
Matching salaries for OE course instructors:	
(184 hours x \$25.00 p/h) x 3 cycles	\$13,800.00
Admin hours for Dean, HRD, and OE Program Directors	
(200 hours at \$28.00)	\$5,600.00
Admin hours for program assistant and receptionist	
(50 hours at \$20.00)	\$1,000.00
Admin hours for personnel with specialized skills	
(25 hours at \$20.00)	\$500.00
Use of classrooms, lab space	
(552 hours at \$50.00)	\$27,600.00
Marketing and Public Relations personnel hours	
(30 hours at \$28.00) x 3 cycles	\$2,520.00
Web site development, maintenance, and printed advertising	
(2% Marketing Budget x 3 cycles)	\$236.70
Total Estimated In Kind Contributions	\$65,881.70