



34           Section 1 – The City Manager, or his designee, is hereby authorized to accept an  
35 EWDJTG in the amount of \$200,000 from the EPA as set out in “Exhibit A,” for the  
36 purpose of creating job training programs that recruit, train, and place local unemployed  
37 and under-employed residents into full-time employment in the environmental field and  
38 to do all things necessary to carry out the grant including the execution of contracts,  
39 provided the form of the contract is approved by the City Attorney.  
40

41           Section 2 – The budget of the Department of Workforce Development for Fiscal  
42 Year 2016-2017 is hereby amended in the accounts and in the amounts as shown on  
43 Budget Adjustment No. 0015, a copy of which is attached hereto and incorporated  
44 herein by reference as “Exhibit B.”  
45

46           Section 3 – The City Council hereby finds that the budget adjustment made  
47 above has been recommended by the City Manager.  
48

49           Section 4 – The City Manager is directed to cause the appropriate accounting  
50 entries to be made in the books and records of the City. In the event additional funding  
51 is provided under this grant by the grantor, the Director of Finance is hereby authorized  
52 to adjust this appropriation by an amount not to exceed 20 percent of the net  
53 expenditure adjustment described in “Exhibit B.”  
54

55           Section 5 – The City Council hereby finds and declares that this ordinance  
56 authorizes the acceptance of grant funds from a state or federal agency and may be  
57 passed as a one-reading ordinance pursuant to City Charter Section 2.16(25).  
58 Therefore, this ordinance shall be in full force and effect from and after passage.  
59

60 Passed at meeting: \_\_\_\_\_  
61

62  
63 \_\_\_\_\_  
64 Mayor  
65

66 Attest: \_\_\_\_\_, City Clerk  
67

68 Filed as Ordinance: \_\_\_\_\_  
69

70  
71 Approved as to form: Rhonda Lewsader, Assistant City Attorney  
72

73  
74 Approved for Council action: [Signature], City Manager

## **EXPLANATION TO COUNCIL BILL NO: 2016- 245**

FILED: 10-25-16

ORIGINATING DEPARTMENT: Workforce Development

**PURPOSE:** To authorize the City Manager, or his designee, to accept an Environmental Workforce Development and Job Training Grant (“EWDJTG”) in the amount of \$200,000 from the United States Environmental Protection Agency (“EPA”) for the purpose of creating job training programs that recruit, train, and place local unemployed and under-employed residents into full-time employment in the environmental field; and amending the budget for the Department of Workforce Development for Fiscal Year 2016-2017 in the amount of \$200,000 to appropriate the grant funds.

**BACKGROUND INFORMATION:** On December 14, 2015, in Resolution No. 10254, City Council approved applying for an Environmental Workforce Development and Job Training Grant from the EPA. The Missouri Department of Natural Resources-Brownfield’s Voluntary Cleanup Program, Gerken Environmental Services, Sunbelt Environmental Services, Environmental Works, Keystone Building and Design, Euticals, C1 Trucking, Southwest Missouri Safety Company and Greenfield Environmental Multistate Trust collaborated with the City’s Departments of Workforce Development, Planning and Development, and Environmental Services to develop an application. In response to the application, the EPA has awarded \$200,000 in grant funds.

The purpose of the grant is to create job training programs that recruit, train and place low income and minority residents of waste-impacted communities, veterans, and those with little to no advanced education; residents of communities impacted by a variety of waste facilities, blighted properties, contaminated sites, and other environmental issues; into full-time, sustainable employment in various aspects of hazardous and solid waste management and remediation, water quality improvement, chemical safety, and pesticide management. Training will be based on local labor market assessments and employers’ hiring needs, with graduates securing multiple certifications.

The \$200,000 awarded by the EPA may be used for training, personnel costs, training materials, outreach, support services, etc., within the three-year funding period. Fifty-six (56) individuals are expected to enroll in training for the program in order to become certified in different environmental fields.

While there is no cost-sharing requirement for this grant, leveraging of resources may occur. A regional impact is anticipated by providing the opportunity for expanded training related to environmental issues outside the traditional scope of brownfield remediation.

This Ordinance authorizes the acceptance of grant funds from the state or federal government and may be passed as a one-reading ordinance under City Charter Section

2.16(25) as it relates to a contract for acceptance of grant funds from a state or federal agency.

Prepared By: Alma Price, Admin. Asst. to the Director

Submitted By:



\_\_\_\_\_  
Mary Ann Rojas, Director  
Workforce Development Department

Approved By:



\_\_\_\_\_  
Greg Burris, City Manager

**Exhibit A**

 <p align="center"><b>U.S. ENVIRONMENTAL PROTECTION AGENCY</b></p> <p align="center"><b>Cooperative Agreement</b></p>	<b>GRANT NUMBER (FAIN):</b> 97755901 <b>MODIFICATION NUMBER:</b> 0 <b>PROGRAM CODE:</b> JT	<b>DATE OF AWARD</b> 09/20/2016
	<b>TYPE OF ACTION</b> New	<b>MAILING DATE</b> 09/27/2016
	<b>PAYMENT METHOD:</b> ACH	<b>ACH#</b> 77569
	<b>RECIPIENT TYPE:</b> Municipal	
<b>RECIPIENT:</b> City of Springfield P.O. Box 8368 840 Boonville Ave. Springfield, MO 65802 <b>EIN:</b> 44-6000268		<b>PAYEE:</b> Same as Recipient P.O. Box 8368 840 Boonville Ave. Springfield, MO 65802
<b>PROJECT MANAGER</b> Isaac Weber P.O. Box 8368 840 Boonville Ave. Springfield, MO 65802 <b>E-Mail:</b> iweber@springfieldmo.gov <b>Phone:</b> 417-841-3361	<b>EPA PROJECT OFFICER</b> Alma Moreno-Lahm 11201 Renner Boulevard Lenexa, KS 66219 <b>E-Mail:</b> moreno-lahm.alma@epa.gov <b>Phone:</b> 913-551-7380	<b>EPA GRANT SPECIALIST</b> Marc Kingston Grants Management Office, PLMG/RFMB/GRMS <b>E-Mail:</b> Kingston.Marc@epamail.epa.gov <b>Phone:</b> 913-551-7407
<b>PROJECT TITLE AND DESCRIPTION</b>  Springfield Environmental Workforce Development and Job Training Project  This project provides funding for City of Springfield Missouri Career Center to recruit, train, and place unemployed and under-employed residents of the City of Springfield in environmental careers with the skills needed to safely conduct remediation work at solid and hazardous waste contaminated sites, as well as to deliver appropriate training in environmental sampling and monitoring; lead renovation, repair, and paint; asbestos worker and handler; stormwater management and chemical safety. Participants who complete the training will earn a total of six state certifications and six federal certifications. The targeted skills and certifications in the curriculum will meet the forecasted job openings of local employers who will potentially hire program graduates that will be able to put those skills to work over a number of environmental fields and industry occupations.		
<b>BUDGET PERIOD</b> 08/10/2016 - 08/09/2019	<b>PROJECT PERIOD</b> 08/10/2016 - 08/09/2019	<b>TOTAL BUDGET PERIOD COST</b> \$200,000.00
		<b>TOTAL PROJECT PERIOD COST</b> \$200,000.00
<h3>NOTICE OF AWARD</h3>		
<p>Based on your Application dated 06/14/2016 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$200,000. 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 \$200,000. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.</p>		
<b>ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)</b>		<b>AWARD APPROVAL OFFICE</b>
<b>ORGANIZATION / ADDRESS</b> Grants Management Office 11201 Renner Boulevard Lenexa, KS 66219		<b>ORGANIZATION / ADDRESS</b> U.S. EPA, Region 7 Superfund Division 11201 Renner Boulevard Lenexa, KS 66219
<b>THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY</b>		
<b>Digital signature applied by EPA Award Official</b> Deboraha K. Titus - Grants Management Officer		<b>DATE</b> 09/20/2016

# EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$	\$ 200,000	\$ 200,000
EPA In-Kind Amount	\$	\$	\$ 0
Unexpended Prior Year Balance	\$	\$	\$ 0
Other Federal Funds	\$	\$	\$ 0
Recipient Contribution	\$	\$ 0	\$ 0
State Contribution	\$	\$	\$ 0
Local Contribution	\$	\$	\$ 0
Other Contribution	\$	\$	\$ 0
<b>Allowable Project Cost</b>	<b>\$ 0</b>	<b>\$ 200,000</b>	<b>\$ 200,000</b>

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.815 - Environmental Workforce Development and Job Training Cooperative Agreements	CERCLA 311 (b)(3)(9) CERCLA: Sec. 104(k)(6) Solid Waste Disposal Act: Sec. 8001 Solid Waste Disposal Act: Sec. 8001(c)(1) Toxic Substances Control Act: Sec. 10	2 CFR 200 2 CFR 1500 and 40 CFR 33

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
SPRINGF	1607W16043	16	E4	0700BG7	301D79	4115	G700OJ00		191,020
SPRINGF	1607W16043	16	E4	0700BG7	301D79XBP	4115	G700OJ00		1,000
SPIRNGF	1607W16043	1617	B	07	202BD4XUW	4115	G700OJ00		7,980
									200,000

Budget Summary Page

Table A - Object Class Category (Non-construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$11,120
2. Fringe Benefits	\$4,408
3. Travel	\$5,000
4. Equipment	\$0
5. Supplies	\$5,550
6. Contractual	\$166,922
7. Construction	\$0
8. Other	\$7,000
9. Total Direct Charges	\$200,000
10. Indirect Costs: % Base	\$0
11. Total (Share: Recipient 0.00 % Federal 100.00 %.)	\$200,000
12. Total Approved Assistance Amount	\$200,000
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$200,000
15. Total EPA Amount Awarded To Date	\$200,000

## **Administrative Conditions**

### 1. **General Terms and Conditions**

The recipient agrees to comply with the current EPA general terms and conditions available at:

<https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-march-29-2016-or-later>.

These terms and conditions are in addition to the assurances and certifications made as part of the award and the terms, conditions or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at:

<http://www.epa.gov/grants/grant-terms-and-conditions>

### 2. **Payment Frequency**

Recipient agrees to submit, at a minimum, a quarterly billing (payment) request(s) to the EPA, for all eligible, allowable, allocable, necessary and reasonable costs which are incurred for this project/program. A payment request is not required to be submitted in the event that the recipient has not incurred such costs during the quarterly period, but more frequent payments may be requested as costs are incurred.

### 3. **Pre-award Costs**

In accordance with 2 CFR 1500.8, the grantee may charge pre-award costs (both Federal and non-Federal matching shares) incurred from August 10, 2016 to the actual award date provided that such costs were contained in the approved application and all costs are incurred within the approved budget period.

### 4. **DBE Reporting Requirements**

#### **GENERAL COMPLIANCE, 40 CFR, Part 33**

The recipient agrees to comply with the requirements of EPA's Disadvantaged Business Enterprise (DBE) Program for procurement activities under assistance agreements, contained in 40 CFR, Part 33.

#### **UTILIZATION OF SMALL, MINORITY AND WOMEN'S BUSINESS ENTERPRISES**

#### **MBE/WBE REPORTING, 40 CFR, Part 33, Subpart E**

**MBE/WBE reporting is required in annual reports.** Reporting is required for assistance agreements where there are funds budgeted for procuring construction, equipment, services and supplies, including funds budgeted for direct procurement by the recipient or procurement under subawards or loans in the "Other" category that exceed the threshold amount of \$150,000, including amendments and/or modifications.

Based on EPA's review of the planned budget, this award meets the conditions above and is subject to the Disadvantaged Business Enterprise (DBE) Program reporting requirements. However, if recipient believes this award does not meet these conditions, it must provide **EPA R7 Grants Specialist listed on the award** with a justification and budget detail within 21 days of the award date clearly demonstrating that, based on the planned budget, this award is not subject to the DBE reporting requirements.

The recipient agrees to complete and submit a "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements" report (EPA Form 5700-52A) on an annual basis. All procurement actions are reportable, not just that portion which exceeds \$150,000.

**When completing the annual report, recipients are instructed to check the box titled "annual" in section 1B of the form. For the final report, recipients are instructed to check the box indicated for the "last report" of the project in section 1B of the form. Annual reports are due by October 30<sup>th</sup> of each year. Final reports are due by October 30<sup>th</sup> or 90 days after the end of the project period, whichever comes first.**

The reporting requirement is based on total procurements. Recipients with expended and/or budgeted funds for procurement are required to report annually whether the planned procurements take place during the reporting period or not. If no budgeted procurements take place during the reporting period, the recipient should check the box in section 5B when completing the form.

MBE/WBE reports should be sent to **R7Grants@epa.gov**. The current EPA Form 5700-52A can be found at the EPA Office of Small Business Program's Home Page at [http://www.epa.gov/osbp/dbe\\_reporting.htm](http://www.epa.gov/osbp/dbe_reporting.htm)

This provision represents an approved deviation from the MBE/WBE reporting requirements as described in 40 CFR, Part 33, Section 33.502; however, the other requirements outlined in 40 CFR Part 33 remain in effect, including the Good Faith Effort requirements as described in 40 CFR Part 33 Subpart C, and Fair Share Objectives negotiation as described in 40 CFR Part 33 Subpart D and explained below.

**FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D**

A recipient must negotiate with the appropriate EPA award official, or his/her designee, fair share objectives for MBE and WBE participation in procurement under the financial assistance agreements.

In accordance with 40 CFR, Section 33.411 some recipients may be exempt from the fair share objectives requirements as described in 40 CFR, Part 33, Subpart D. Recipients should work with their DBE coordinator, if they think their organization may qualify for an exemption.

**Accepting the Fair Share Objective/Goals of Another Recipient**

The dollar amount of this assistance agreement, or the total dollar amount of all of the recipient's financial assistance agreements in the current federal fiscal year from EPA is \$250,000, or more. The recipient accepts the applicable MBE/WBE fair share objectives/goals negotiated with EPA by the **MISSOURI DEPARTMENT OF NATURAL RESOURCES (MDNR)** as follows:

Missouri	MBE	WBE
Services	10%	5%
Supplies	10%	5%
Equipment	10%	5%
Construction	10%	5%

By signing this financial assistance agreement, the recipient is accepting the fair share objectives/goals stated above and attests to the fact that it is purchasing the same or similar construction, supplies, services and equipment, in the same or similar relevant geographic buying market as **MDNR**.

**Negotiating Fair Share Objective/Goals, 40 CFR. Section 33.404**

The recipient has the option to negotiate its own MBE/WBE fair share objectives/goals. If the recipient wishes to negotiate its own MBE/WBE fair share objectives/goals, the recipient agrees to submit proposed MBE/WBE objectives/goals based on an availability analysis, or disparity study, of qualified MBEs and WBEs in their relevant geographic buying market for construction, services, supplies and equipment.

The submission of proposed fair share goals with the supporting analysis or disparity study means that the recipient is **not** accepting the fair share objectives/goals of another recipient. The recipient agrees to submit proposed fair share objectives/goals, together with the supporting availability analysis or disparity study, to the Regional MBE/WBE Coordinator within 120 days of its acceptance of the financial assistance award. EPA will respond to the proposed fair share objective/goals within 30 days of receiving the submission. If proposed fair share objective/goals are not received within the 120 day time frame, the recipient may not expend its EPA funds for procurements until the proposed fair share objective/goals are submitted.

**SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C**

Pursuant to 40 CFR, Section 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

- (a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable

through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.

(b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

(c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

(d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

(e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.

(f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

#### **CONTRACT ADMINISTRATION PROVISIONS, 40 CFR, Section 33.302**

The recipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

#### **BIDDERS LIST, 40 CFR, Section 33.501(b) and (c)**

Recipients of a Continuing Environmental Program Grant or other annual reporting grant, agree to create and maintain a bidders list. Recipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.

### **Programmatic Conditions**

#### **1. Environmental Workforce Development and Job Training (EWDJT) Cooperative Agreement**

##### **A. Terms of the Agreement**

1. The term of this agreement is three years from the date of award, unless otherwise extended by EPA at the cooperative agreement recipient's (CAR) request.
2. If after one year from the date of award, EPA determines that the CAR has not made sufficient progress in implementing its cooperative agreement, EPA may terminate this agreement under applicable Agency regulations.
3. The term "sufficient progress" means the applicant has: 1) established a program and begun marketing the program; 2) hired all key personnel; and 3) has completed the first round of training.
4. Unless approved with the award of this cooperative agreement, the CAR must receive written EPA approval of a final workplan within 60 calendar days following the date of the award. The CAR must receive written EPA approval of the final workplan prior to expenditure of federal funds under this cooperative agreement. Unless the Agency Award official, or designee grants a waiver, no financial reimbursement may be made without an EPA approved final workplan. If the recipient fails to obtain EPA approval of the final workplan within 60 days of award, EPA may terminate this agreement under applicable Agency regulations.

##### **B. Substantial Involvement**

1. Cooperative agreements permit substantial involvement between the EPA Project Officer and the selected applicant in the performance of the work supported. Unless waived by the EPA Project Officer, substantial Agency involvement for this cooperative agreement may include:
  - Close monitoring of the recipient's performance to verify the results proposed by the applicant;
  - Review and approval of changes to the workplan and/or budget;
  - Collaboration during performance of the scope of work;
  - Approving substantive terms of proposed professional services and equipment purchase contracts;
  - Approving qualifications of key personnel (EPA will not select employees or contractors employed by the award recipient);
  - Review and comment on reports prepared under the cooperative agreement, per the terms and conditions; and
  - Review and comment on financial reports, monitoring all reporting, record-keeping procedures, and other program requirements.

### C. Cooperative Agreement Recipient Roles and Responsibilities

1. The CAR is responsible for ensuring that all training is protective of human health and the environment and complies with all applicable state and federal laws. The CAR is also responsible for maintaining proper documentation of graduates' certifications. The CAR must ensure instructors delivering training, including training for certification programs, are certified by their states, or by EPA, as appropriate. EPA does not provide information on trainer certification and does not endorse specific instructors or training organizations. However, the EPA's Lead Program does provide a database of certified instructors who can deliver the new lead renovation, repair, and painting (RRP) training at <http://www.epa.gov/lead>.
2. The CAR must comply with proper procurement standards in acquiring a contractor, if applicable. The CAR is responsible for ensuring that contractors and subaward recipients comply with the terms of their agreements with the CAR, and that agreements between the CAR and subaward recipient(s) and contractor(s) are consistent with the terms and conditions of this agreement.
  - i. Funding may be used to acquire services or fund partnerships, provided the recipient follows procurement and subaward procedures under 2 CFR Parts 200 and 1500, as applicable. CARs must compete contracts for services and products, and conduct cost and price analyses to the extent required by these regulations. The regulations also contain limitations on consultant compensation. The fact that a CAR named a specific contractor or consultant in the proposal the EPA approved for an EWDJT grant, does not relieve it of its obligations to comply with competitive procurement requirements
  - ii. Subawards, as defined in 2 CFR 200.92, may be used to fund partnerships with nonprofit organizations and governmental entities. CARs may only make subawards to eligible entities as described in Section III (A) of the FY16 EWDJT Guidelines. The CAR may not subgrant to for-profit organizations. The CAR must obtain commercial services and products necessary to carry out this agreement under competitive procurement procedures as described in 2 CFR 200.317 through 200.326. The nature of the transaction between the recipient and the subawardee must be consistent with the standards for distinguishing between vendor transactions and subrecipient assistance, and the definitions of "subaward" and "subrecipient" at 2 CFR 200 and 1500, as applicable. EPA will not be a party to these transactions.
  - iii. The CAR must make clear in any solicitation for private or public funding that the CAR's organization, and not the EPA, is seeking funding. The CAR may not imply that EPA endorses any fund-raising activities in connection with its cooperative agreement.

iv. If the CAR plans on making any subawards under this agreement then they become a pass-through entity. As the pass-through entity, the CAR must report on its subaward monitoring activities under [2 CFR 200.331\(d\)](#), including the following information on subawards:

1. Summaries of results of reviews of financial and programmatic reports .
  2. Summaries of findings from site visits and/or desk reviews to ensure effective subrecipient performance.
  3. Environmental results the subrecipient achieved .
  4. Summaries of audit findings and related pass-through entity management decisions.
  5. Actions the pass-through entity has taken to correct any deficiencies such as those specified at 2 CFR 200.331(e), 2 CFR 200.207 and the 2 CFR Part 200.338 Remedies for Noncompliance
3. The CAR agrees to clearly reference EPA investments in the project during all phases of community outreach, as outlined in the approved workplan. If any documents, fact sheets, and/or web materials are developed as part of this cooperative agreement, they shall include the following statement: "This project has been funded, wholly or in part, by EPA. The contents of this document do not necessarily reflect the views and policies of the EPA."

#### **D. Trainee Recruitment , Placement, and Monitoring**

1. The CAR must recruit trainees from the target geographic areas identified in their proposal , specifically areas where brownfields , Superfund sites, landfills, oil spills , recent disaster areas, wastewater treatment facilities, or solid/hazardous waste facilities are located . Grant funds must target unemployed or underemployed individuals from these areas . The intention is to link local residents who have completed the training with local remediation and environmental in their respective communities, providing an opportunity for them to benefit from employment. The CAR shall demonstrate their progress in meeting this term and condition in the quarterly progress report and final project report as stated below .
  - i. The CAR may extend recruitment outside of the target area, but priority should be given to unemployed and underemployed residents living in the target area . Additionally, while the grant funds may be used to train dislocated workers or provide refresher training, in HAZWOPER for example, the core training program should focus on those who have little or no advanced education , work experience, or who have various barriers to employment, and are unemployed or underemployed. Applicants who are providing dislocated workers refresher training or single environmental certifications must ensure these workers have adequate health and safety training.
2. The CAR is required to monitor and track all trainees for a minimum of one year following the completion of the training program and must report the results of this monitoring in their quarterly and final progress reports. The CAR is responsible for ensuring that funding is allotted to cover this task in their budget and that accomplishments are reported in the Assessment, Cleanup and Redevelopment Exchange System (ACRES).
3. The CAR is required to complete all training cycles at least 6 months before the grant's expiration to assist with reporting results into ACRES before the close of the grant award . The final year of the cooperative agreement is intended to focus on final job placement for those not yet placed in employment or who have not retained sustainable employment, tracking graduates, and reporting accomplishments to EPA electronically through ACRES .

#### **E. Quarterly Progress Reporting**

1. In accordance with EPA regulation 2 CFR 200.328, the CAR agrees to submit quarterly progress reports to the EPA Project Officer within thirty days after each reporting period . These reports shall cover work status, work progress, difficulties encountered, preliminary data results and a statement of activity anticipated during the subsequent reporting period , including a description of equipment, techniques, and materials to be used or evaluated. A discussion of subaward recipient

activities, expenditures along with a comparison of the percentage of the project completed to the project schedule, and an explanation of significant discrepancies shall be included in the report . The report shall also include any changes of key personnel concerned with the project .

Quarterly progress reports must clearly differentiate which activities were completed with EPA funds provided under the EWDJT grant, versus any other funding source used to help accomplish grant activities.

Quarterly progress reports must include :

- i. Documentation of progress in meeting the outputs/outcomes listed in the final workplan, deliverables completed to date as cited in the CAR's project narrative , and an explanation of any slippage in meeting these deliverables
- ii. An update on meeting project milestones and progress in meeting project deadlines/time line.
- iii. A summary of the number of individuals entering training , number of veterans entering training, number of individuals completing training , the number of individuals obtaining employment, number of individuals that did not obtain employment, number of individuals that did not obtain employment but are pursuing further education , the average hourly starting wage of those who have obtained employment, and leveraged funds to date.
- iv. Information regarding the location from where trainees were recruited and information regarding placement of graduates (i.e. job titles, starting salaries, and names of organizations where graduates were placed).
- v. A summary of the training completed to date including courses that were held and certifications provided.
- vi. A detailed budget summary with a table showing the approved budget for each task by object class, including the funds used to date for each task, the funds remaining for each task, and explanation notes, if applicable. Following budget headings may include: Current Approved Budget, Costs Incurred this Quarter, Costs Incurred to Date, and Total Remaining Funds.

#### **F. Final Project Report**

1. In accordance with 2 CFR Part 200.328, the CAR agrees to submit within 90 calendar days after the termination or expiration of the approved project period a final technical report , in narrative format, on the cooperative agreement and at least one reproducible copy suitable for printing to their designated EPA Project Officer. This report must clearly address the following items :
  - i. An overview of the project in terms of its overall process and outputs/outcomes completed.
  - ii. A summary of the results of the training program including the total number of persons recruited, the total number of persons entering and completing training, and the total number of persons placed in full-time employment. Additionally, information regarding those trainees pursuing further education , and the number of persons entering the environmental field must be provided .
  - iii. A description of how the trainees were recruited from environmentally -impacted communities.
  - iv. A summary of the post-tracking and follow-up activities that the CAR conducted for each trainee.
  - v. A summary of the cost per trainee and a description of the training provided .
  - vi. A description of how EPA involvement was referenced in outreach materials , if applicable.

- vii. Problems encountered which prohibited the completion of the project goals or objectives, if applicable.
- viii. Other pertinent information, including, when appropriate, analysis and explanation of cost overruns or high unit costs.
- ix. Future plans for continuation of the program following the expiration of the EPA cooperative agreement.

After review of the final report, the EPA Project Officer may request additional information of the CAR. In addition to the final report, the CAR must submit (if requested to do so by EPA's Project Officer) a copy of all tangible and intangible products that were created for the purpose 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

#### **G. Eligible Use of Funds**

1. The only required training is OSHA 29 CFR 1910.120 40-hour Hazardous Waste Operations and Emergency Response (HAZWOPER). The applicant is expected to provide additional training courses that specifically fit each applicant's training program based on the labor market needs identified by that applicant.

Eligible use of grant funds under this agreement, depending on training identified in the CAR's proposal to EPA, may include:

- Solid Waste Management or Cleanup training, such as integrated solid waste management, including, but not limited to household and industrial recycling management and operations; collection; operators of material recovery facility and/or recycling centers; electronics and household hazardous waste collection and recycling program operators; construction and demolition debris collection and recycling management; recycling center operators; training associated with solid and hazardous waste facility corrective action, landfill closures and capping activities; and waste minimization efforts.
- Superfund site cleanup and innovative and alternative treatment technologies training (i.e., "green remediation" technologies), such as phytoremediation, bioremediation, or soil amendments; advanced sampling instrument operator training; or training in the reuse of biosolids and other industry residuals associated with remediation of contaminated lands or solid waste facilities.
- Wastewater treatment training, such as wastewater treatment facility operations (treatment, collection, storage, and disposal), green infrastructure design, installation, operation and maintenance, stormwater management, low impact development (LID), decentralized wastewater treatment systems maintenance, or other related wastewater management topics.
- Emergency planning, preparedness, and response training, such as training for conducting hazards analysis on the chemical facility risks in the community, developing local emergency response plans, organizing and implementing exercises, outreach to the public, spill response and cleanup, including industrial and environmental (e.g., oil spills, natural disasters, etc.), first responder, disaster site worker certification, and National Incident Management System (NIMS) training.
- Enhanced environmental health and safety training, such as promoting chemical (substance, mixture, or article) safety awareness and stewardship; safe work practices (including an overview of the content of material safety datasheets (MSDS), information on exposure guideline limits (Occupational Exposure Limits and Recommended Exposure Limits), information contained within the NIOSH pocket guide to chemical hazards, or the OSHA/EPA Occupational Chemical Database); chemical inventories; inspection and proper chemical storage; engineering controls, such as well-designed ventilation to promote air exchange; use of correct personal protective equipment including respiratory protection, gloves, goggles, or coveralls; isolation of work areas; safe storage and handling of chemicals; promoting sanitation and hygiene; prevention of spills; universal hazard

communication; green chemistry; medical waste handling and disposal; and training in an overview of any existing chemical-specific worker training and certification programs, including but not limited to: lead abatement; lead renovation, repair, and painting (RRP); asbestos; diisocyanates (auto-refinishing and spray polyurethane foam); pesticide worker protection standards; PFCs; PBDEs/HBCD; and others.

- Integrated Pest Management (IPM) training for public housing and project-based rental assistance properties, including training in pesticide prevention and the safe application of pesticides.
- Personnel costs for instructors to conduct training, fringe benefits, and/or personnel costs for tasks associated with programmatic reporting requirements.
- Costs for screening and placement of individuals in the training program.
- Costs for training materials and work gear associated with the training curriculum.
- Development and refinement of existing curricula for training.
- Implementing job development outreach activities directed toward engaging prospective employers to be involved in the job training program and to hire graduates.
- Training in the assessment, inventory, analysis, and remediation of sites or facilities at which hazardous substances, pollutants, contaminants, and petroleum are located, transported, or disposed, including training for jobs in environmental sampling, demolition, underground storage tank removal, groundwater extraction, and site remediation associated with brownfields.
- Training participants in the use of techniques and methods for cleanup of hazardous substances, petroleum, and pollutants, such as asbestos abatement; lead abatement; lead renovation, repair, and painting (RRP); mold remediation; and cleaning up sites contaminated by the manufacturing of illegal drugs (e.g., methamphetamine labs), abandoned gas stations, or mine-scarred lands.
- Training in confined space entry.
- Training in first-aid, CPR, and blood-borne pathogens.
- Training in technologies that use alternative energy and training in the installation and maintenance of (solar, wind, or geothermal power) or alternative fuels (e.g., biofuels), including preparing sites for renewable energy installation.
- Training in chemistry, toxicology, and geology to the extent necessary to inventory, assess, remediate, and clean up contaminated sites.
- Training in the requirements and implementation of the All Appropriate Inquiries Final Rule, as required in CERCLA Section 101(35)(B) and 40 CFR 200 part 312, and due diligence.
- Training in radiation safety and the cleanup of uranium mine tailings.
- Training in HAZMAT, commercial driver's license (CDL), forklift, and machine operations associated with the transportation of hazardous waste.
- Training in freon removal or the removal of hazardous substances from white goods.
- Training in weatherization; Building Performance Institute (BPI) training; energy efficiency retrofitting; heating, ventilation, and air conditioning (HVAC); and energy auditing.
- Training in the use of compost and soil amendments and associated sampling, testing, and design considerations, and management techniques to support the assessment and cleanup of sites for urban agriculture and horticulture.
- Training participants in planning and conducting ecological restoration of contaminated

land, including general botanical classes or introductory horticultural classes related to land and stream restoration or indigenous species and native plant re-vegetation; landscaping; and soil science.

- Training in the various certifications of Leadership in Energy and Environmental Design (LEED).
- Training in building trades related to constructing beams , caps, synthetic barriers, pumping facilities, and similar structures to remediate contamination .
- Training in national historic preservation and tribal historic preservation regulations associated with cleanup projects .
- Training in vapor intrusion testing and mitigation .
- Training in site surveying , mapping, blueprint reading, computer-aided design and drafting (CADD), and geographic information systems (GIS).
- Insurance a trainee needs to participate in on-the-job training .
- Costs associated with health exams (e.g., pulmonary function tests), drug testing, or licensing fees directly related to the training and/or the placement of graduates in environmental work .
- Costs used to cover rental fees associated with training facilities or minor alteration of existing facilities . (Construction costs are not allowable .)
- Costs associated with eligible participant support costs , including transportation for trainees for site visits during training or to transport trainees to and from class .

Note: This list is not exhaustive and the CAR must inquire with their EPA Project Officer regarding other eligible uses of funds or types of training .

#### H. Prohibited Use of Funds

1. Funds awarded under Section 104(k)(6) of CERCLA are intended for job training activities and may not be used for:
  - Training in general construction skills and trades (e.g., carpentry, plumbing, electricity, etc.).
  - Training in natural resource extraction or related processes , such as hydraulic fracturing, oil refinery, or mining operations.
  - Training that seeks to test a product or is intended to expand a business , including training that seeks to expand construction and demolition debris recycling businesses .
  - Training in firefighting, unless it is a component of emergency response or environmental disaster response training.
  - Conducting site assessments or actual cleanups, except within the context of on-the-job training.
  - Conducting response activities often associated with cleanups (e.g., landscaping, demolition, and groundwater extraction), except within the context of on-the-job training assignments. Assessment, cleanup, and associated activity costs must be funded through other means.
  - General or life skills education activities , such as remedial classes in math and reading ; job readiness training, such as developing resumes and acquiring interview skills ; GED costs; website development; vehicle or medical insurance ; or child care and daycare costs.

- Stipends for students, including on-the-job training costs, or scholarship funds to support students' enrollment in college courses. As noted above, stipends for student transportation expenses are eligible.
  - Membership fees, such as fees required to join placement service organizations or environmental organizations.
  - Providing food or light refreshments to employees, instructors, and trainees - except at graduation ceremonies.
  - Costs that are unallowable (e.g., lobbying, fundraising, alcoholic beverages) under 2 CFR Parts 200 and 1500, as applicable.
  - Matching any other federal funds (unless there is specific statutory authority for the match). None of the statutory authorities listed above provide this authority. Grant funds may be used to match state or local funds, if authorized by the relevant state statute or local ordinance.
  - Construction or substantial rehabilitation of buildings or other facilities to house training.
  - Foreign travel.
  - Environmental Workforce Development and Job Training grant proposal preparation costs.
  - Administrative costs, management fees, penalties, or fines.
  - Prohibited administrative costs are also all indirect costs even if the CAR has an approved or interim indirect cost rate with a cognizant federal auditing agency.
  - Prohibited Administrative costs include direct costs including those in the form of salaries, benefits, contractual costs, supplies, and data processing charges incurred to comply with most provisions of the "Uniform Administrative Requirements for Grants" contained in 2 CFR 200 and 1500. Direct costs for grant administration are ineligible even if the grantee is required to carry out the activity under the grant agreement.
  - Ineligible grant administration costs include expenses for :
    - o Preparation of applications for brownfields grants and sub-grants, including EWDJT grants;
    - o Record retention required under 2 CFR 1500.6;
    - o Record-keeping associated with supplied and equipment purchases required under 2 CFR 200.313;
    - o Preparing revisions and changes in the budgets, scopes of work, program plans and other activities required under 2 CFR 200.308;
    - o Maintaining and operating financial management systems required under 2 CFR 200.302;
    - o Preparing payment requests and handling payments under 2 CFR 200.305;
    - o Non-federal audits required under 2 CFR 200, Subpart F;
    - o Close out under 2 CFR 200.343.
2. The EPA has determined that the administrative cost prohibition does not apply to "programmatic" costs, (i.e. costs for activities that are integral to achieving the purpose of the grant), even if the Agency considered the costs to be "administrative" under the prior Brownfields Program
- i. The prohibition does not apply to direct costs of training. For example, costs for instructors salaries, program management salaries (to the extent that such costs are included in the scope of work for environmental workforce development and job training grants), materials (e.g. textbooks, equipment, and classroom supplies), necessary travel and transportation expenses, and medical tests required to qualify for hazardous substances related work are programmatic, not administrative.
  - ii. Costs for performance and financial reporting required under 2 CFR 200 and 1500

are eligible programmatic costs.

- iii. Clerical costs may be eligible as programmatic costs if supported by time records demonstrating that clerical personnel performed programmatic functions (e.g. student registration, copying course materials for use by trainees) under the cooperative agreement and these costs are not included in the CAR's indirect cost pool.

#### I. Conflict of Interest

1. The CAR shall establish and enforce conflict of interest provisions that prevent the award of subgrants that create real or apparent personal conflicts of interest or the appearance of the CAR's lack of impartiality. Such situations include, but are not limited to, situations in which an employee, official, consultant, contractor, or other individual associated with the CAR (affected party) approves or administers a subgrant to a subgrant recipient in which the affected party has a financial or other interest. A conflict of interest or appearance of impartiality may arise when the affected party, any member of his immediate family, his or her partner, or an organization which employs, or is about to employ, any of the above, has a financial interest or other interest in the subgrant recipient.

Affected employees will neither solicit nor accept gratuities, favors, or anything of monetary value from subgrant recipients. CARs may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by state or local law or regulations, such standards of conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by affected parties.

#### J. Leveraging

1. The CAR agrees to provide the proposed leveraged funding, including any voluntary cost-share contribution or overmatch, that is described in their proposal dated *[insert date of recipient's proposal]*. If the proposed leveraging does not materialize during the period of award performance, and the recipient does not provide a satisfactory explanation, the Agency may consider this factor in evaluating future proposals from the recipient. In addition, if the proposed leveraging does not materialize during the period of award performance then EPA may reconsider the legitimacy of the award; if EPA determines that the recipient knowingly or recklessly provided inaccurate information regarding the leveraged funding the recipient described in its proposal dated *[insert date of recipient's proposal]*, EPA may take action as authorized by 2 CFR 200.306 and 2 CFR Part 180 as applicable.

#### K. Payment and Closeout

1. The CAR may request payment from EPA pursuant to 2 CFR 200.305.

Closeout will be conducted in accordance with 2 CFR 200.343, as appropriate. The EPA will close out the award when it determines that all applicable administrative actions and all required work of the cooperative agreement have been completed. The CAR, within 90 days after the expiration or termination of the cooperative agreement, must submit all financial, performance, and other reports required as a condition of the grant. At the end of the cooperative agreement, the CAR must refund to the Federal agency any balance of unobligated (unencumbered) cash advanced on the cooperative agreement.

CITY OF SPRINGFIELD, MO  
BUDGET ADJUSTMENT

**Exhibit C**

BA Number 0015

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
24350	21	28210	416010	TBD	00000	200,000.00	Federal Grant Revenue
Net Revenue Adjustment						200,000.00	

Expenditures:

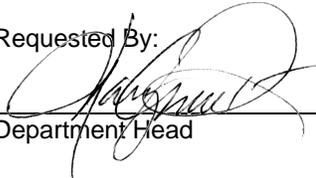
Fund	Dept	Org	Account	P&G	Location	Amount	Description
24350	21	28210	500110	TBD	00000	11,120.00	BASE SALARIES
24350	21	28210	500210	TBD	00000	1,729.93	LAGGERS GENERAL EMPLOYEE CONTRIBUTION
24350	21	28210	500250	TBD	00000	863.13	FICA CONTRIBUTION
24350	21	28210	500260	TBD	00000	1,776.90	HEALTH INS CONTRIBUTION
24350	21	28210	500280	TBD	00000	38.04	WORKMENS COMP CONTRIBUTION
24350	21	28210	502320	TBD	00000	810.00	MILEAGE
24350	21	28210	505690	TBD	00000	4,190.00	TRAVEL
24350	21	28210	501240	TBD	00000	2,550.00	OFFICE SUPPLIES
24350	21	28210	502370	TBD	00000	200.00	POSTAGE
24350	21	28210	502380	TBD	00000	800.00	PRINTING AND BINDING
24350	21	28210	502010	TBD	00000	1,000.00	ADVERTISING
24350	21	28210	501160	TBD	00000	1,000.00	FOOD SUPPLIES - HIRING EVENTS / GRADUATIONS
24350	21	28260	504580	TBD	00000	166,922.00	OTHER PROFESSIONAL SERVICES - TRAINING
24350	21	28390	502340	TBD	00000	3,425.00	PARTICIPANT COSTS - TRANSPORTATION ASSIST
24350	21	28410	502340	TBD	00000	3,575.00	PARTICIPANT COSTS - DRUG TESTING FEES
Net Expenditure Adjustment						200,000.00	

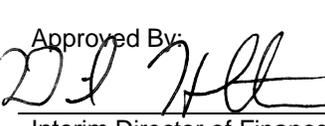
Fund Balance Appropriation:

Fund	Title	Amount

Explanation:

To appropriate federal grant revenue for the Springfield Environmental Workforce Development and Job Training Project

Requested By:   
 Department Head 10/25/16  
 Date

Approved By:   
 Interim Director of Finance 10/25/16  
 Date  
 City Manager Date

Authorization:  
 Council Bill No. 2016-245  
 Ordinance No. \_\_\_\_\_  
 1st Reading \_\_\_\_\_  
 2nd Reading \_\_\_\_\_  
 Journal Imp No. \_\_\_\_\_