

CONTRACT NUMBER _____

BETWEEN
THE CITY OF LOS ANGELES,
COUNTY OF LOS
ANGELES
AND
SONOMA TECHNOLOGY, INC.

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- Appendix 2 Consultant's Fee Schedule and Yearly Cost Summary
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- Appendix 4 Reimbursement Agreement

CONTRACT NUMBER _____

BETWEEN

THE CITY OF LOS ANGELES, COUNTY OF

LOS ANGELES

AND

SONOMA TECHNOLOGY, INC.

This Contract is made and entered into by and between the City of Los Angeles, a municipal corporation (hereinafter referred to as "CITY"), the County of Los Angeles (hereinafter referred to as "COUNTY"), acting by and through the Los Angeles City Planning Department and the Los Angeles County Regional Planning Department (sometimes collectively referred to as the "CITY/COUNTY" or the "DEPARTMENTS") and Sonoma Technology, Inc. (hereinafter interchangeably referred to as "CONTRACTOR", "CONSULTANT" or "STI"), for the services described herein.

WITNESSETH

WHEREAS, on December 8, 1999, the Los Angeles City Council adopted Ordinance No. 172,933 ("Ordinance"), which effectuated the zone change of an approximately 394 acre portion of the Sunshine Canyon Landfill from A1-1-K-O (Agricultural Zone) to [T][Q]M3-1-0 (Heavy Industrial Zone), and certified the project's Final Subsequent Environmental Impact Report (FSEIR No. 91-0377-ZC-GPA; State Clearinghouse No. 92041053; the "FSEIR"); and

WHEREAS the Ordinance, under Condition No. [Q] C.10.a., requires the hiring of an Independent Air Quality Consultant; and

WHEREAS, on February 6, 2007, the COUNTY certified an Addendum to the previously certified FSEIR and FEIR, and approved Conditional Use Permit No. 00-194 ("CUP-00-194"), which under Condition 81 of CUP 00-194, also requires the hiring of an Independent Air Quality Consultant; and

WHEREAS, the CITY and the COUNTY, in consultation with the Sunshine Canyon Landfill Technical Advisory Committee ("SCL-TAC") and the South Coast Air Quality Management District ("SCAQMD"), have selected Sonoma Technology, Inc. ("STI") to provide the Independent Air Quality Consultant services required by the Planning Issues MOU, the Ordinance and CUP 00-194; and

WHEREAS, the COUNTY has elected to use the CITY's procurement process for the hiring of this Independent Air Quality Consultant; and

WHEREAS, on behalf of the two Directors of Planning, staff, with the assistance of representatives from the SCL-TAC and the South Coast Air Quality Management District (SCAQMD), have selected STI to provide the third party Air Quality Consultant required under the Planning Issues MOU, and the respective Conditions of Approval; and

WHEREAS, the SCL-TAC approved the DEPARTMENTS to negotiate and execute a contract with STI to serve as and to perform the services required of the Independent Air Quality Consultant in the CITY's Ordinance and the COUNTY's CUP Condition; and

WHEREAS, as required by the terms of the Ordinance and CUP Condition, the Sunshine Canyon Landfill operator and owner Republic Services, Inc., (hereinafter referred to as "Republic Services") herein has agreed to pay for the services to be performed by STI under this Agreement. Said payment obligation is set forth in a separate Reimbursement Agreement (the Reimbursement Agreement") entered into between CITY, COUNTY and Republic Services. A copy of the Reimbursement Agreement as Appendix 4, is attached to this Agreement (referred to as the "Consulting Agreement"), and incorporated herein as though fully set forth; and

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements hereinafter set forth, the parties hereby promise, covenant, and agree as follows:

I. TERM OF AGREEMENT

The term of this Contract shall commence on the date by which the City Clerk signs (upon execution) and terminate five (5) years thereafter, unless previously terminated as set forth in Section VII, Termination and Suspension, of this Contract. Upon mutual agreement by all parties, the term of this Contract may be extended for up to two additional one year terms. Such option shall be effected through a letter to CONSULTANT signed by the CITY and COUNTY Directors of Planning, or Designee, and STI. Republic Services shall be notified of the contract extension and a signed letter of agreement for the contract extension shall be made a part of any contract amendment(s) and a part of this agreement.

II. STATEMENT OF WORK

CONSULTANT agrees to conduct an ambient air monitoring program at two existing sites (at the Sunshine Canyon Landfill and at the Van Gogh Elementary School) that were originally established to meet the requirements set forth in the CITY's Conditions of Approval [Q]C.10.a. of Ordinance No. 172,933, and the COUNTY's Condition 81 of CUP 00-194-(5). This ambient air monitoring program includes continuous monitoring of PM₁₀, black carbon, (BC, as a surrogate for diesel particulate matter [DPM]), and meteorology.

A. AMBIENT AIR MONITORING "CORE" PROGRAM

- 1) CONSULTANT shall continue building upon the current established baseline pollutant data monitoring protocol and ensure high data quality and validity with data capture rates of 90% or above on average.
- 2) CONSULTANT shall ensure all instruments, the Beta Attenuation Monitor (BAM) 1020, the AE21 aethalometer, and any new instruments acquired during the course of this monitoring program, undergo flow verifications and calibrations at regular intervals as required by the manufacture(s) and per EPA Program requirements.
- 3) The wind sensing system(s) shall be audited regularly but no less than two times a year, and routine maintenance shall be performed per manufacturer's specifications.
- 4) Safeguarding equipment functionality and verifying equipment setup parameters and instrument configurations shall be part of the CONSULTANT's Quality Control (QC) procedures. Additionally, CONSULTANT shall incorporate, as part of the routine maintenance and operating procedures, the SOP document as adopted by the US EPA in 2006, as the SOP for the aethalometers for the Sunshine Canyon Landfill (SCL) and the Van Gogh Elementary School sites, if one is available.
- 5) CONSULTANT shall keep monitoring sites in as good a condition and as clean as possible, and be conscientious about keeping within budgeted amount.

If equipment and/or infrastructure upgrades are needed above and beyond the annual contract amount (hereinafter referred to as the "Annual Limit"), recommendations for the needed upgrades shall be provided to the CITY and COUNTY with detailed descriptions of the equipment requirement, equipment and associated labor cost, the urgency of the matter, and estimated down time, if any, associated with the upgrades. A copy of the recommendation will be sent to the landfill operator. Prior written approval by CITY/COUNTY and Republic Services shall be obtained before any equipment upgrades will be purchased and implemented.

- 6) On-going monitoring and evaluation of the sites' electrical cabling, as well as the cabling that handles sensor signals, shall be part of the CONSULTANT's maintenance protocols. For minor (no longer than a few hours), periodic power issues, CONSULTANT shall try to resolve the issue or contact the SCL site manager immediately to obtain resolution. For more significant, long-term outages (more than one working day), CONSULTANT shall notify the SCL site manager and an email shall be sent to CITY/COUNTY staff and the SCL general manager to notify and document such outages.

B. UPWIND MONITORING STATION

A north-side (upwind) monitoring station will be assessed and installed to determine the concentrations of pollutants as part of the monitoring program. In the interest of addressing the goal to increase confidence in determining the level of pollutant contributions to the community, a one-year pilot study that would focus on PM10, BC, and meteorology measurements at the north side of the landfill will be implemented during part of the first and (possibly) second year of this agreement. Further review will be made to determine if the pilot program would be continued for more than one year.

During the first part of year one of this agreement:

- 1) CONSULTANT shall work with the SCL manager(s) to identify a site in the northern side of the landfill and coordinate with Republic Services to prepare the site for stationing the new monitoring trailer.
- 2) CONSULTANT shall coordinate with Republic Services and its licensed electrician(s) to install the 110/220 single phase power and a minimum of 50 amps for the monitoring equipment. CONSULTANT will provide a 15KVA load center and connection to the trailer with CONSULTANT-supplied 2 AWG, four wire SOOW cable.

Additionally, CONSULTANT would coordinate and provide specifications (basic drawing plan) to Republic Services for the installation of a concrete pad on which to place the north-side monitoring trailer.

- 3) CONSULTANT will be providing the north-side monitoring equipment, which includes a Met One BAM 1020 PM₁₀ monitor, a Magee Scientific AE21 BC monitor, an RM Young 5305 AQ wind sensor on a 10 meter tower, a DR DAS data acquisition system, and a trailer to house the equipment. STI will charge Republic Services a monthly rental fee for this monitoring equipment. Rental fee schedule is attached as Appendix 3.

C. ANALYSES AND REPORTING

- 1) CONSULTANT will perform data validation and statistical analysis of PM₁₀ and BC data to quantify the impacts of landfill emissions of those pollutants at Van Gogh Elementary School and the surrounding community.
- 2) CONSULTANT shall compare the monitoring results to the emissions estimates from the final supplemental environmental impact report (FSEIR).
- 3) Monthly progress reports shall accompany invoices to be sent to CITY/COUNTY contract administrator and a copy to the SCL. Monthly progress reports shall include field operations conducted during that month and a short narrative describing the monitoring status and any issues.
- 4) Quarterly reports and annual reports will be provided to the CITY and COUNTY, and the SCL. Quarterly reports shall be provided no later than 45 days after the end of the quarter. Annual Reports shall be provided 120 days after the end of each monitoring year. Reports will include validated wind data and the statistical analyses of the data collected from all the sites, including but not limited to an analysis integrating wind data with BC and PM₁₀ continuous measurements to determine the potential impact of SCL versus other nearby sources.

- a. Quarterly reports will include data completeness, comparison of PM₁₀ concentrations with federal and state PM₁₀ standards, comparison of PM₁₀ and BC concentrations with data from matching quarterly periods of previous years, summaries of field operations, log of equipment maintenance, and any unusual occurrence(s) during the reporting period.
- b. Annual reports will be more in depth to include further analyses to characterize the impact of landfill operations on ambient air quality on a neighborhood scale. Each annual report shall summarize not just the reporting year, but include all monitoring years in a combined analysis since 2007.

D. MEETINGS

- 1) CONSULTANT shall attend two SCL-TAC meetings per year and is expected to present a brief update to the TAC on the status of the ambient air monitoring program at these meetings.
- 2) If CONSULTANT presence at other meetings is required, CONSUTLANT will be given prior notice verbally and/or via email by CITY and/or COUNTY staff.

E. VOC AND CARBONYL MONITORING OPTION

The intent of this contract option is not to duplicate and require redundant testing of the volatile organic compounds ("VOC") pursuant to the South Coast Air Quality Management District ("SCAQMD") Hearing Board's December 2011 Third Amended Stipulated Order for Abatement. CITY and COUNTY are working closely with the SCAQMD on air quality issues and the VOC and carbonyl samplings will only be exercised should the SCAQMD determine that data collected for certain key toxic compounds are not reliable enough to draw conclusions about long-term landfill impacts. The following factors shall be used in determining whether or not to exercise this option:

1. If less than 75% data capture/completion rate was accomplished for the program for key compounds such as, but not limited to, Benzene, Toluene, Ethylbenzene, Zylene (BTEX) and Vinyl Chloride. Data capture/completion rate will be based on valid data, with data of poor or questionable quality excluded;

2. If Method Detection Limits (MDLs) of key compounds, such as but not limited to Benzene, Toluene, Ethylbenzene, Xylene and vinyl Chloride do not meet the National Air Toxics Trends Stations ("NATTS") program requirements;
3. If less than 50% of the co-located (duplicate) data for key compounds are found to be valid (i.e. greater than 25% difference between paired samples).

If one or more of the criteria is met, CITY and COUNTY staff shall convene with the SCAQMD and determine if VOC and carbonyl sampling will need to be conducted. CONSULTANT will be notified if and when CITY/COUNTY determined that the threshold above has been met. If and when CITY/COUNTY exercise the option to employ the VOC and carbonyl monitoring program, CONSULTANT shall implement the twenty-four hour sampling protocol to be collected on the EPA's 1-in-6 day sampling schedule for the collection of VOCs and carbonyl samples at the Van Gogh Elementary School and at the southern berm of the SCL. Target VOCs will include the air toxics in the Multiple Air Toxics Exposure Study ("MATES") IV protocol, such as benzene, tetrachlorethene, 1,3-butadiene, carbon tetrachloride, dichloromethane, chloromethane, ethylbenzene, xylenes, toluene, trichlorethene, and traces of landfill emissions such as chlorobenzene, dichlorobenzenes, and vinyl chloride. Carbonyl sampling will primarily target the key air toxics formaldehyde, acetaldehyde, and propionaldehyde, although other aldehydes and ketones are included.

All VOCs and carbonyls collected samples will be analyzed using EPA method TO-15. Detection limits will be comparable to those required in the NATTS monitoring protocol.

Quality Assurance Project Plan (QAPP), Analytical Criteria, and Toxics Data Review

CONSULTANT shall develop a QAPP to ensure that the sampling, equipment, calibration, and analysis procedures will provide VOC and carbonyl data of sufficient quality and quantity to meet study objectives. The QAPP shall follow EPA guidelines, use the standard EPA template, and include descriptions of quality assurance (QA) procedures consistent with the EPA's NATTS program. Sampling will duplicate or co-locate on at least 10% of all toxics samples to ensure that data are reproducible. If co-located samples analysis do not reproduce within 25% for all TO-15 compounds at or above times the detection level, the run will be considered invalid and all samples associated with that co-located sample pair, and the co-located pair will be repeated (i.e. re-sampled and re-analyzed) until the QA goals are met.

Data will be analyzed, validated, and reviewed on a monthly basis to ensure that data quality issues will be identified and corrected in a timely manner to avoid sampling losses. In particular, co-located samples will be automatically screened and flagged to identify any samples not meeting the 25% reproducibility criterion when concentrations are over five times the method detection limit. CONSULTANT shall inform CITY/COUNTY staff of any data quality problems via email and noted in the quarterly reports.

III. PAYMENT

CONSULTANT understands and agrees that its compensation for services performed and any associated costs under this Agreement shall be paid by the Sunshine Canyon Landfill operator, Republic Services Inc., pursuant to the Reimbursement Agreement, in accordance with the terms of this Agreement and subject to the terms of said Reimbursement Agreement. Under no circumstances will the CITY or COUNTY be responsible for payments to CONSULTANT for services performed under this Agreement, and CONSULTANT will have no recourse against CITY and/or COUNTY for Republic Services' failure to pay.

CONSULTANT shall be compensated on an hourly basis for services performed in accordance with this Agreement. All work performed will be billed at the CONSULTANT's Government Time and Materials rates in effect at the time the work is performed. CONSULTANT's fee schedule shall be provided to CITY/COUNTY at the beginning of each calendar year and will be made a part of this agreement as Appendix 2.

CONSULTANT shall be reimbursed for expenses incurred in the performance of this Agreement at the rates specified in CONSULTANT's Fee Schedule. CONSULTANT shall not be entitled to reimbursement of any expenses which are not expressly identified in this Agreement without prior written consent of CITY/COUNTY.

A. INVOICES

CONSULTANT shall submit monthly invoices for services performed under this Agreement and for expenses for which reimbursement is requested. Invoices shall be submitted to CITY/COUNTY for review with a complete copy to Republic Services. Subject to the provisions of this Section and other applicable provisions of this Agreement, Republic Services shall pay all undisputed amounts invoiced by CONSULTANT within 45 days of invoicing and upon receipt of the approval letter from CITY/COUNTY.

CONSULTANT's invoices shall include, at a minimum, the following information:

1. Name and address of CONSULTANT;
2. Date of the invoice, invoice number and the period covered;

3. Reference to the contract number for this Contract;
4. Description of the services performed and the amount due for the services during the billing period;
5. Name(s) of all CONSULTANT's personnel (including any approved sub-contractors) performing the services, the number of hours worked for each person, and the hourly rate for each person;
6. Receipts or other evidence supporting the charges for which reimbursement is sought with a brief description for what the charges are for and reference the relevant equipment and/or trailer/site if applicable.
7. Total amount due and remaining balance for each program during the contract year;
8. Signed by a duly authorized officer;
9. Remittance Address (if different from CONSULTANT's address);
10. Description of charges for additional services for which CONSULTANT has received prior authorization from CITY/COUNTY and Republic Services in accordance with the terms of this Agreement.

All invoices shall be submitted on CONSULTANT's letterhead, contain CONSULTANT's official logo, or contain other unique and identifying information such as CONSULTANT's name and address.

Invoices and supporting documentation shall be prepared at the sole expense and responsibility of CONSULTANT. CITY/COUNTY will not compensate CONSULTANT for any costs incurred for invoice preparation. CITY/COUNTY may request changes to the content and format of the invoice and supporting documentation at any time. CITY/COUNTY reserve the right to request additional supporting documentation to substantiate costs at any time.

CITY/COUNTY shall be responsible for monitoring CONSULTANT's work, evaluating CONSULTANT's invoices, and providing authorization letters to Republic Services, for payments by Republic Services once approved.

CITY/COUNTY shall promptly notify CONSULTANT of any disputed amount invoiced by CONSULTANT.

In the event of such a dispute, CITY/COUNTY shall instruct Republic Services to withhold disputed amounts from payments to CONSULTANT pending resolution of such disputes in accordance with the provisions of this Agreement and the Reimbursement Agreement attached herein.

B. TOTAL CONTRACT EXPENDITURE

CONSULTANT's compensation for services provided under this Agreement shall not exceed \$100,000 (the "Annual Limit") per year for the "Core" ambient air monitoring program, including data analyses, reporting, and meeting attendance, with costs inflated each year by 3% for the following four years to \$110,500 for year 5, without prior written approval from CITY/COUNTY and Republic Services, Inc. CONSULTANT shall request such approval from the CITY/COUNTY at least sixty (60) days before the Annual Limit is exceeded. If objective unforeseen circumstances prevent CONSULTANT from providing such advance notice, CONSULTANT shall provide as much advance notice as possible under the circumstances.

The total cost to implement the Upwind Monitoring station on the northern edge of the landfill is \$24,712 per year, at an Annual Limit of \$25,000. This includes \$13,312 for CONSULTANT labor to operate the site, manage the additional data, and incorporate the results into the quarterly and annual reports. The remaining costs cover travel, consumables, and rental of CONSULTANT equipment. If at the conclusion of one year of upwind monitoring, a determination is made to continue the program, then new costing estimates will be requested from STI, and if approved by all Parties (CITY, COUNTY and Republic Services) , a contract modification through a written Change Order will be administered.

In the event the CITY/COUNTY exercise the option to implement the volatile organic compounds (VOC) and carbonyl samplings, the total cost for this program shall not exceed \$118,000.

C. PROGRESS REPORT

A monthly progress report with a short narrative describing the monitoring status, a log of the field operations and any issues shall be included with the invoice statement.

IV. PARTIES TO THE CONTRACT AND REPRESENTATIVES

The following representative individuals and addresses shall serve as the place to which notices and other correspondence between the parties shall be sent.

A. PARTIES TO THE CONTRACT

The parties to this Contract are:

1. The Los Angeles Department of City Planning, having its principal office at:

200 North Spring Street, Room 525,
Los Angeles, California 90012

The Los Angeles County Regional Planning Department, having its principal office at:

320 West Temple Street, Room 1346
Los Angeles, CA 90012-3225

2. The CONSULTANT, known as Sonoma Technology, Inc. (STI) having its principal office at:

1455 N. McDowell Blvd., Suite D
Petaluma, CA 94954-6503

B. REPRESENTATIVES OF THE PARTIES AND SERVICE OF NOTICES

The representatives of the respective parties who are authorized to administer this Contract and to whom formal notices, demands and communications shall be given are as follows:

1. The representative of the CITY shall be, unless otherwise stated in the Contract:

Los Angeles City Planning Department
200 North Spring Street, Room 525
Los Angeles, CA 90012
Attention: Ly Lam, SCL Contract Administrator
T: (213) 978-1206 eMail: ly.t.lam@lacity.org

2. The representative of the COUNTY shall be, unless otherwise stated in the Contract:

Los Angeles County Regional Planning Department
320 West Temple Street, Room 1346
Los Angeles, CA 90012-3225
Attention: Maria Masis, SCL Contract Administrator
T: (213) 974-6435 eMail: mmasis@planning.lacounty.gov

3. The representative of the CONSULTANT shall be:

Joan Larsen, Contract Manager
Sonoma Technology, Inc. (STI)
1455 N. McDowell Blvd., Suite D
Petaluma, CA 94954-6503
T: (707) 665-9900 eMail: jlarsen@sonomatech.com

- C. Formal notices, demands and communications from CONSULTANT shall be given to the CITY/COUNTY SCL Contract Administrators.
- D. Formal notices, demands and communications required hereunder by either party shall be made in writing and may be effected by personal delivery or by mail, and shall be deemed communicated as of the date of mailing.
- E. If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accordance with this Section, within five (5) working days of said change.

V. RIGHTS IN DATA

A. OWNERSHIP OF RIGHTS

All original material, whether written or readable by machine, including software, flowcharts, written or recorded data, documents, graphic displays, reports, programs, card decks, tapes, listings, and other programming documentation or other materials which contain information relating to CONSULTANT's performance hereunder and which are originated and prepared for the CITY and COUNTY pursuant to this Contract shall be considered to be "works for hire" for the CITY and COUNTY under the Copyright Act and are the sole property of the CITY and COUNTY. To the extent that any such works are not deemed to be works for hire for the CITY and COUNTY, CONSULTANT hereby assigns all its right, title and interest in any intellectual property rights therein to the CITY and COUNTY. In addition, the CITY and COUNTY reserve the right to use, transfer, modify, duplicate and disclose in whole, or in part, in any manner and for any purpose whatsoever all such material delivered to the CITY and COUNTY pursuant to this Contract and to authorize others to do so.

B. CONFIDENTIALITY

CONSULTANT understands that all original material, whether written or readable by machine, including software, flowcharts, written or recorded data, documents, graphic displays, reports, programs, card decks, tapes, listings, and other data, documentation or other materials which contain information relating to CONSULTANT's performance hereunder are considered confidential property of the CITY and COUNTY. CONSULTANT understands the sensitive nature of the above and therefore agrees that neither its officers, partners, employees, agents, consultants or subcontractors will release, disseminate, or otherwise publish said reports or other such data, information, documents, graphic displays, or other materials except as provided herein or as authorized, in writing, by the CITY's and/or COUNTY's representative. This section shall remain in effect after the termination of this Contract until such time as the confidential information has been released by the CITY and COUNTY.

C. ASSIGNMENT OF WARRANTIES AND LICENSES

CONSULTANT shall assign to the CITY and COUNTY to the fullest extent permitted by law, and shall otherwise insure that the benefits of any applicable license, warranty, indemnity or service/maintenance agreement offered by any manufacturer of any software module and/or component or any other product or service provided hereunder shall fully extend to and be enjoyed by the CITY and COUNTY.

VI. COMPLIANCE WITH LAWS

- A. The CONSULTANT shall carry out all applicable Federal, State and City laws and ordinances, including, but not limited to, building regulations and the nondiscrimination of Affirmative Action provisions of the laws of the United States of America, the State of California, and the CITY and COUNTY even though such requirements are not specifically mentioned in the Specifications.
- B. The CONSULTANT shall comply with all the applicable provisions of Section 1777.5 of the California Labor Code, which shall apply to those specifications to the same extent as if they were written herein.
- C. When Work required by this Specification is in conflict with any such law or ordinance, the CONSULTANT shall notify the DEPARTMENTS, and shall not proceed with the Work until the DEPARTMENTS', or designee has ordered.

- D. The selected CONSULTANT shall stipulate that in any action related to the awarded Contract, venue shall be in the County of Los Angeles, State of California.

VII. TERMINATION AND SUSPENSION

A. TERMINATION FOR CONVENIENCE

The CITY/COUNTY may terminate this Contract for the CITY's and COUNTY's convenience at any time by giving CONSULTANT thirty (30) days written notice thereof. Upon receipt of said notice, CONSULTANT shall immediately take action not to incur any additional obligations, cost or expenses, except as may be reasonably necessary to terminate its activities. The CITY/COUNTY shall authorize payment to CONSULTANT its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by CONSULTANT to effect such termination. Thereafter, CONSULTANT shall have no further claims against the CITY/COUNTY and Republic Services, Inc. under this Contract. All finished or unfinished documents and materials procured for or produced under this Contract shall become CITY/COUNTY property upon date of such termination.

B. TERMINATION FOR BREACH OF CONTRACT

1. Except for excusable delays as provided in PSC-7, Standard Provisions for City Contracts, if Consultant fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, the CITY/COUNTY may give CONSULTANT written notice of such default.

If CONSULTANT does not cure such default or provide a plan to cure such default which is acceptable to the CITY/COUNTY within the time permitted by the CITY/COUNTY, then the CITY/COUNTY may terminate this Contract due to CONSULTANT's breach of this Contract.

2. If a federal or state proceeding for relief of debtors is undertaken by or against CONSULTANT, or if CONSULTANT makes an assignment for the benefit of creditors, then the CITY/COUNTY may immediately terminate this Contract.

3. If CONSULTANT engages in any dishonest conduct related to the performance or administration of this Contract or violates the CITY's lobbying policies, then the CITY/COUNTY may immediately terminate this Contract.
4. In the event the CITY/COUNTY terminates this Contract as provided in this section, the CITY/COUNTY may procure, upon such terms and in such manner as the CITY/COUNTY may deem appropriate, services similar in scope and level of effort to those so terminated, and CONSULTANT shall be liable to the CITY/COUNTY for all of its costs and damages, including, but not limited, any excess costs for such services.
5. All finished or unfinished documents and materials produced or procured under this Contract, including all intellectual property rights thereto, shall become CITY/COUNTY property upon date of such termination. CONSULTANT agrees to execute any documents necessary for the CITY/COUNTY to perfect, memorialize, or record the CITY's/COUNTY's ownership of rights provided herein.
6. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that CONSULTANT was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-10(A) Termination for Convenience, Standard Provisions for City Contracts.
7. The rights and remedies of the CITY and COUNTY provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
8. The amount due to the CONSULTANT by reason of termination shall be determined as follows:
 - a. If the termination is for the CITY's/COUNTY's convenience, the CONSULTANT will be paid on the basis of the Work completed in accordance with the previously agreed upon performance and payment schedules in effect prior to the effective date of termination.

- b. If the termination is for the CONSULTANT's default, the total sum payment to the CONSULTANT will be determined in accordance with the previously agreed upon payment schedule. The CITY/COUNTY, however, may authorize retention from said payment of amount equal to any additional costs incurred by Republic Services in completing that part of the Work that is in default.
9. In addition to the amount stipulated in number 8 above, Republic Services shall also be entitled to recover for all other damages as provided by law from CONSULTANT.
10. In the event that the Contract is terminated, all monies due the CONSULTANT or retained under the terms of the Contract shall be forfeited to CONSULTANT; but such forfeiture shall not release CONSULTANT or the CONSULTANT's sureties from liability for failure to fulfill the Contract. The CONSULTANT and the CONSULTANT's securities shall be credited with the amount of money so forfeited toward any excess of cost over and above the Contract price arising from the suspension of the operations of the Contract and the completion of the Work by the SCL. The CONSULTANT shall be credited with any surpluses remaining after all just claims for such completion have been paid.

C. SUSPENSION

The CITY/COUNTY may suspend performance by CONSULTANT under the Contract for such period of time as the CITY/COUNTY in their sole discretion may prescribe by providing written notice to Consultant at least five (5) working days prior to the date on which CITY/COUNTY wish to suspend. The CONSULTANT shall not perform further Work under the Contract after the effective date of suspension until receipt of written notice from CITY/COUNTY to resume performance.

VIII. INDEMNIFICATION

Except for the active negligence or willful misconduct of the CITY/COUNTY, or any of their Boards, Officers, Agents, Employees, Assigns and Successors in Interest, CONTRACTOR undertakes and agrees to defend, indemnify and hold harmless the CITY and the COUNTY, and any of their Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the CITY and /or COUNTY, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including CONTRACTOR'S employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Contract by the CONTRACTOR or its subcontractors of any tier. Rights and remedies available to the CITY and the COUNTY under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the CITY and the COUNTY. This provision shall survive expiration or termination of this Contract.

IX. SCL-TAC CO-CHAIRS' DECISION IS BINDING

In determining whether there has been such non-compliance with the Contract as to warrant termination/suspension, the decision of the CITY/COUNTY SCL-TAC Co-chairs shall be binding to all parties.

X. CONTRACTOR EVALUATION PROGRAM

At the end of this Contract, the CITY/COUNTY shall conduct an evaluation of the CONSULTANT's performance. The CITY/COUNTY may also conduct evaluations of the CONSULTANT's performance during the term of the Contract. As required by LAAC Division 10, Chapter 10, Article 13, Section 10.39 et. seq., evaluations shall be based on a number of criteria, including the quality of the Work product or service performed, the timeliness of performance, the CONSULTANT's compliance with budget requirements, and the expertise of personnel that the CONSULTANT assigns to the Contract.

The CONSULTANT shall be provided with a copy of the final CITY/COUNTY evaluation and allowed fourteen (14) calendar days to respond. The CITY shall use the final CITY/COUNTY evaluation, and any response from the CONSULTANT, to evaluate bids/proposals and to conduct reference checks when awarding other personal services contracts.

XI. CONTRACT MODIFICATIONS, CHANGES OR AMENDMENTS

This Contract plus specific documents cited herein constitutes the entire Contract between CITY, COUNTY and CONSULTANT and may be amended by further written agreement.

XII. INCORPORATION OF APPENDICES

The following Appendices are hereby incorporated into and made a part of this Agreement wherever referred to as though set forth at length, except where certain portions of specific Appendix have been deleted or suspended by other Sections of this Agreement.

Appendix 1	Standard Provisions for City Personal Services Contracts (Rev. 03/09)
Appendix 2	Consultant's Fee Schedule and Yearly Cost Summary
Appendix 3	Upwind Monitoring Station Rental Fee Schedule
Appendix 4	Reimbursement Agreement

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, the parties hereto each herewith subscribe a total of 19 pages (including signature page and without the Appendices) with the same three (3) triplicate copies, and this Contract is executed by the City of Los Angeles Department of City Planning and the County of Los Angeles Department of Regional Planning, acting by and through the CITY/COUNTY Sunshine Canyon Landfill Technical Advisory Committee, and Sonoma Technology, Inc.

APPROVED AND AGREED TO:

FOR THE CITY OF LOS ANGELES

FOR THE COUNTY OF LOS ANGELES

BY: _____
Lisa M. Webber, SCL-TAC Co-chair
Department of City Planning

Date

BY: _____
Jon Sanabria, SCL-TAC Co-chair
Department of Regional Planning

Date

FOR SONOMA TECHNOLOGY, INC.

BY: _____
Paul T. Roberts, PhD
Executive Vice President

Date

BY: _____
Lyle R. Chinkin
President

Date

APPROVED AS TO FORM:
Michael N. Feuer, City Attorney

Mark Saladino, County Counsel:

BY: _____

Date

BY: _____

Date

ATTEST: City Clerk
Holly L. Wolcott

BY: _____

Date: _____

APPENDIX 1

CITY STANDARD PROVISIONS

STANDARD PROVISIONS FOR CITY CONTRACTS

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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. CONSTRUCTION OF PROVISIONS AND TITLES HEREIN

All titles, subtitles, or headings in this Contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Contract shall be construed according to its fair meaning and not strictly for or against the **CITY** or **CONTRACTOR**. The word "**CONTRACTOR**" herein in this Contract includes the party or parties identified in the Contract. The singular shall include the plural; if there is more than one **CONTRACTOR** herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

PSC-2. NUMBER OF ORIGINALS

The number of original texts of this Contract shall be equal to the number of the parties hereto, one text being retained by each party. At the **CITY'S** option, one or more additional original texts of this Contract may also be retained by the City.

PSC-3. APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Contract.

In any action arising out of this Contract, **CONTRACTOR** consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Contract, the validity of the remaining parts, terms or provisions of the Contract shall not be affected thereby.

PSC-4. TIME OF EFFECTIVENESS

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

- A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR** hereto;
- B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and
- D. This Contract has been signed on behalf of the **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

PSC-5. INTEGRATED CONTRACT

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in paragraph PSC-6 hereof.

PSC-6. AMENDMENT

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-4.

PSC-7. EXCUSABLE DELAYS

In the event that performance on the part of any party hereto is delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder include, but are not limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; earthquakes; epidemics; quarantine restrictions; strikes; freight embargoes or delays in transportation, to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

PSC-8. BREACH

Except for excusable delays as described in PSC-7, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights

and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

PSC-9. WAIVER

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

PSC-10. TERMINATION

A. TERMINATION FOR CONVENIENCE

The **CITY** may terminate this Contract for the **CITY'S** convenience at any time by giving **CONTRACTOR** thirty days written notice thereof. Upon receipt of said notice, **CONTRACTOR** shall immediately take action not to incur any additional obligations, cost or expenses, except as may be reasonably necessary to terminate its activities. The **CITY** shall pay **CONTRACTOR** its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by **CONTRACTOR** to affect such termination. Thereafter, **CONTRACTOR** shall have no further claims against the **CITY** under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights thereto, shall become **CITY** property upon the date of such termination. **CONTRACTOR** agrees to execute any documents necessary for the **CITY** to perfect, memorialize, or record the **CITY'S** ownership of rights provided herein.

B. TERMINATION FOR BREACH OF CONTRACT

1. Except for excusable delays as provided in PSC-7, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, the **CITY** may give **CONTRACTOR** written notice of such default. If **CONTRACTOR** does not cure such default or provide a plan to cure such default which is acceptable to the **CITY** within the time permitted by the **CITY**, then the **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then the **CITY** may immediately terminate this Contract.
3. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates the

CITY'S lobbying policies, then the **CITY** may immediately terminate this Contract.

4. In the event the **CITY** terminates this Contract as provided in this section, the **CITY** may procure, upon such terms and in such manner as the **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to the **CITY** for all of its costs and damages, including, but not limited, any excess costs for such services.
5. All finished or unfinished documents and materials produced or procured under this Contract, including all intellectual property rights thereto, shall become **CITY** property upon date of such termination. **CONTRACTOR** agrees to execute any documents necessary for the **CITY** to perfect, memorialize, or record the **CITY'S** ownership of rights provided herein.
6. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-10(A) Termination for Convenience.
7. The rights and remedies of the **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

PSC-11. INDEPENDENT CONTRACTOR

CONTRACTOR is acting hereunder as an independent contractor and not as an agent or employee of the **CITY**. **CONTRACTOR** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the **CITY**.

PSC-12. CONTRACTOR'S PERSONNEL

Unless otherwise provided or approved by the **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. The **CITY** shall have the right to review and approve any personnel who are assigned to work under this Contract. **CONTRACTOR** agrees to remove personnel from performing work under this Contract if requested to do so by the **CITY**.

CONTRACTOR shall not use subcontractors to assist in performance of this Contract without the prior written approval of the **CITY**. If the **CITY** permits the use of subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of

this Contract. The **CITY** has the right to approve **CONTRACTOR'S** subcontractors, and the **CITY** reserves the right to request replacement of subcontractors. The **CITY** does not have any obligation to pay **CONTRACTOR'S** subcontractors, and nothing herein creates any privity between the **CITY** and the subcontractors.

PSC-13. PROHIBITION AGAINST ASSIGNMENT OR DELEGATION

CONTRACTOR may not, unless it has first obtained the written permission of the **CITY**:

- A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

PSC-14. PERMITS

CONTRACTOR and its directors, officers, partners, agents, employees, and subcontractors, to the extent allowed hereunder, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance hereunder and shall pay any fees required therefor. **CONTRACTOR** certifies to immediately notify the **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents.

PSC-15. CLAIMS FOR LABOR AND MATERIALS

CONTRACTOR shall promptly pay when due all amounts payable for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any **CITY** property (including reports, documents, and other tangible or intangible matter produced by **CONTRACTOR** hereunder), against **CONTRACTOR'S** rights to payments hereunder, or against the **CITY**, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

PSC-16. CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED

If applicable, **CONTRACTOR** represents that it has obtained and presently holds the Business Tax Registration Certificate(s) required by the **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code. For the term covered by this Contract, **CONTRACTOR** shall maintain, or obtain as necessary, all such Certificates required of it under the Business Tax Ordinance, and shall not allow any such Certificate to be revoked or suspended.

PSC-17. RETENTION OF RECORDS, AUDIT AND REPORTS

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form, in accordance with

requirements prescribed by the **CITY**. These records shall be retained for a period of no less than three years following final payment made by the **CITY** hereunder or the expiration date of this Contract, whichever occurs last. Said records shall be subject to examination and audit by authorized **CITY** personnel or by the **CITY'S** representative at any time during the term of this Contract or within the three years following final payment made by the **CITY** hereunder or the expiration date of this Contract, whichever occurs last. **CONTRACTOR** shall provide any reports requested by the **CITY** regarding performance of this Contract. Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract.

PSC-18. FALSE CLAIMS ACT

CONTRACTOR acknowledges that it is aware of liabilities resulting from submitting a false claim for payment by the **CITY** under the False Claims Act (Cal. Gov. Code §§ 12650 *et seq.*), including treble damages, costs of legal actions to recover payments, and civil penalties of up to \$10,000 per false claim.

PSC-19. BONDS

All bonds which may be required hereunder shall conform to **CITY** requirements established by Charter, ordinance or policy, and shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Sections 11.47 through 11.56 of the Los Angeles Administrative Code.

PSC-20. INDEMNIFICATION

Except for the active negligence or willful misconduct of the **CITY**, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, **CONTRACTOR** undertakes and agrees to defend, indemnify and hold harmless the **CITY** and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Contract by **CONTRACTOR** or its subcontractors of any tier. Rights and remedies available to the **CITY** under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the **CITY**. The provisions of PSC-20 shall survive expiration or termination of this Contract.

PSC-21. INTELLECTUAL PROPERTY INDEMNIFICATION

CONTRACTOR, at its own expense, undertakes and agrees to defend, indemnify, and hold harmless the **CITY**, and any of its Boards, Officers, Agents, Employees, Assigns,

and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information right (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by CONTRACTOR, or its subcontractors of any tier, in performing the work under this Contract; or (2) as a result of the CITY'S actual or intended use of any Work Product furnished by CONTRACTOR, or its subcontractors of any tier, under the Agreement. Rights and remedies available to the CITY under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the CITY. The provisions of PSC-21 shall survive expiration or termination of this Contract.

PSC-22. INTELLECTUAL PROPERTY WARRANTY

CONTRACTOR represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patents, copyrights, trademarks, trade secrets, rights of publicity and proprietary information.

PSC-23. OWNERSHIP AND LICENSE

Unless otherwise provided for herein, all Work Products originated and prepared by CONTRACTOR or its subcontractors of any tier under this Contract shall be and remain the exclusive property of the CITY for its use in any manner it deems appropriate. Work Products are all works, tangible or not, created under this Contract including, without limitation, documents, material, data, reports, manuals, specifications, artwork, drawings, sketches, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas matters and combinations thereof, and all forms of intellectual property. CONTRACTOR hereby assigns, and agrees to assign, all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared by CONTRACTOR under this Contract. CONTRACTOR further agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights provided herein.

For all Work Products delivered to the CITY that are not originated or prepared by CONTRACTOR or its subcontractors of any tier under this Contract, CONTRACTOR hereby grants a non-exclusive perpetual license to use such Work Products for any CITY purposes.

CONTRACTOR shall not provide or disclose any Work Product to any third party without prior written consent of the **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract to contractually bind or otherwise oblige its subcontractors performing work under this Contract such that the **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein. Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject **CONTRACTOR** to the imposition of any and all sanctions allowed by law, including but not limited to termination of **CONTRACTOR'S** contract with the **CITY**.

PSC-24. INSURANCE

During the term of this Contract and without limiting **CONTRACTOR'S** indemnification of the **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits customarily carried and actually arranged by **CONTRACTOR**, but not less than the amounts and types listed on the Required Insurance and Minimum Limits sheet (Form General 146 in Exhibit 1 hereto), covering its operations hereunder. Such insurance shall conform to **CITY** requirements established by Charter, ordinance or policy, shall comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto) and shall otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

PSC-25. DISCOUNT TERMS

CONTRACTOR agrees to offer the **CITY** any discount terms that are offered to its best customers for the goods and services to be provided hereunder and apply such discount to payments made under this Contract which meet the discount terms.

PSC-26. WARRANTY AND RESPONSIBILITY OF CONTRACTOR

CONTRACTOR warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within **CONTRACTOR'S** profession, doing the same or similar work under the same or similar circumstances.

PSC-27. NON-DISCRIMINATION

Unless otherwise exempt, this Contract is subject to the non-discrimination provisions in Sections 10.8 through 10.8.2 of the Los Angeles Administrative Code, as amended from time to time. The **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the **CITY**. In performing this Contract, **CONTRACTOR** shall not

discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, domestic partner status, marital status or medical condition. Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract.

Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject **CONTRACTOR** to the imposition of any and all sanctions allowed by law, including but not limited to termination of **CONTRACTOR'S** contract with the **CITY**.

PSC-28. EQUAL EMPLOYMENT PRACTICES

Unless otherwise exempt, this Contract is subject to the equal employment practices provisions in Section 10.8.3 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of this Contract, **CONTRACTOR** agrees and represents that it will provide equal employment practices and **CONTRACTOR** and each subcontractor hereunder will ensure that in his or her employment practices persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
 - 1. This provision applies to work or service performed or materials manufactured or assembled in the United States.
 - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 - 3. **CONTRACTOR** agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. **CONTRACTOR** will, in all solicitations or advertisements for employees placed by or on behalf of **CONTRACTOR**, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- C. As part of the **CITY'S** supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, **CONTRACTOR** shall certify in the specified format that he or she has not discriminated in the performance of **CITY** contracts against any employee or applicant for employment on the basis or because of

race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

- D. **CONTRACTOR** shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of **CITY** contracts. On their or either of their request **CONTRACTOR** shall provide evidence that he or she has or will comply therewith.
- E. The failure of any **CONTRACTOR** to comply with the Equal Employment Practices provisions of this Contract may be deemed to be a material breach of **CITY** contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to **CONTRACTOR**.
- F. Upon a finding duly made that **CONTRACTOR** has failed to comply with the Equal Employment Practices provisions of a **CITY** contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the **CITY**. In addition thereto, such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the **CONTRACTOR** is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, **CONTRACTOR** shall be disqualified from being awarded a contract with the **CITY** for a period of two years, or until **CONTRACTOR** shall establish and carry out a program in conformance with the provisions hereof.
- G. Notwithstanding any other provision of this Contract, the **CITY** shall have any and all other remedies at law or in equity for any breach hereof.
- H. Intentionally blank.
- I. Nothing contained in this Contract shall be construed in any manner so as to require or permit any act which is prohibited by law.
- J. At the time a supplier registers to do business with the **CITY**, or when an individual bid or proposal is submitted, **CONTRACTOR** shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of **CITY** Contracts.

- K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
1. Hiring practices;
 2. Apprenticeships where such approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
 3. Training and promotional opportunities; and
 4. Reasonable accommodations for persons with disabilities.
- L. Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject **CONTRACTOR** to the imposition of any and all sanctions allowed by law, including but not limited to termination of the **CONTRACTOR'S** Contract with the **CITY**.

PSC-29. AFFIRMATIVE ACTION PROGRAM

Unless otherwise exempt, this Contract is subject to the affirmative action program provisions in Section 10.8.4 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of a **CITY** contract, **CONTRACTOR** certifies and represents that **CONTRACTOR** and each subcontractor hereunder will adhere to an affirmative action program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
1. This provision applies to work or services performed or materials manufactured or assembled in the United States.
 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 3. **CONTRACTOR** shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. **CONTRACTOR** will, in all solicitations or advertisements for employees placed by or on behalf of **CONTRACTOR**, state that all qualified applicants will receive consideration for employment without regard to

their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

- C. As part of the **CITY'S** supplier registration process, and/or at the request of the awarding authority or the Office of Contract Compliance, **CONTRACTOR** shall certify on an electronic or hard copy form to be supplied, that **CONTRACTOR** has not discriminated in the performance of **CITY** contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- D. **CONTRACTOR** shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of **CITY** contracts, and on their or either of their request to provide evidence that it has or will comply therewith.
- E. The failure of any **CONTRACTOR** to comply with the Affirmative Action Program provisions of **CITY** contracts may be deemed to be a material breach of contract. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to **CONTRACTOR**.
- F. Upon a finding duly made that **CONTRACTOR** has breached the Affirmative Action Program provisions of a **CITY** contract, the contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the **CITY**. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said **CONTRACTOR** is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such **CONTRACTOR** shall be disqualified from being awarded a contract with the **CITY** for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.
- G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that **CONTRACTOR** has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a **CITY** contract, there may be deducted from the amount payable to **CONTRACTOR** by the **CITY** under the contract, a penalty of ten dollars

(\$10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a **CITY** contract.

- H. Notwithstanding any other provisions of a **CITY** contract, the **CITY** shall have any and all other remedies at law or in equity for any breach hereof.
- I. Intentionally blank.
- J. Nothing contained in **CITY** contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.
- K. **CONTRACTOR** shall submit an Affirmative Action Plan which shall meet the requirements of this chapter at the time it submits its bid or proposal or at the time it registers to do business with the **CITY**. The plan shall be subject to approval by the Office of Contract Compliance prior to award of the contract. The awarding authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve months from the date of approval by the Office of Contract Compliance. In case of prior submission of a plan, **CONTRACTOR** may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, **CONTRACTOR** must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the contract is awarded.
 - 1. Every contract of \$5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.
 - 2. **CONTRACTOR** may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for approval.
- L. The Office of Contract Compliance shall annually supply the awarding authorities of the **CITY** with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and **CONTRACTOR**.

- M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
 2. Classroom preparation for the job when not apprenticeable;
 3. Pre-apprenticeship education and preparation;
 4. Upgrading training and opportunities;
 5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;
 6. The entry of qualified women, minority and all other journeymen into the industry; and
 7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.
- N. Any adjustments which may be made in the contractor's or supplier's workforce to achieve the requirements of the **CITY'S** Affirmative Action Contract Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the workforce or replacement of those employees who leave the workforce by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.
- O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the contractor at his or her discretion. Approved Affirmative Action Agreements become the property of the **CITY** and may be used at the discretion of the **CITY** in its Contract Compliance Affirmative Action Program.
- P. Intentionally blank.

- Q. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the **CITY** and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the **CITY**.

PSC-30. CHILD SUPPORT ASSIGNMENT ORDERS

This Contract is subject to the Child Support Assignment Orders Ordinance, Section 10.10 of the Los Angeles Administrative Code, as amended from time to time. Pursuant to the Child Support Assignment Orders Ordinance, **CONTRACTOR** will fully comply with all applicable State and Federal employment reporting requirements for **CONTRACTOR'S** employees. **CONTRACTOR** shall also certify (1) that the Principal Owner(s) of **CONTRACTOR** are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (2) that **CONTRACTOR** will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with Section 5230, *et seq.* of the California Family Code; and (3) that **CONTRACTOR** will maintain such compliance throughout the term of this Contract.

Pursuant to Section 10.10(b) of the Los Angeles Administrative Code, the failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders or Notices of Assignment, or the failure of any Principal Owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment Orders or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract, subjecting this Contract to termination if such default shall continue for more than ninety (90) days after notice of such default to **CONTRACTOR** by the **CITY**.

Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of **CONTRACTOR** to obtain compliance of its subcontractors shall constitute a default by **CONTRACTOR** under this Contract, subjecting this Contract to termination where such default shall continue for more than ninety (90) days after notice of such default to **CONTRACTOR** by the **CITY**.

CONTRACTOR certifies that, to the best of its knowledge, it is fully complying with the Earnings Assignment Orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in Section 7110(b) of the California Public Contract Code.

PSC-31. LIVING WAGE ORDINANCE AND SERVICE CONTRACTOR WORKER RETENTION ORDINANCE

- A. Unless otherwise exempt, this Contract is subject to the applicable provisions of the Living Wage Ordinance (LWO), Section 10.37 *et seq.* of the Los Angeles Administrative Code, as amended from time to time, and the Service Contractor Worker Retention Ordinance (SCWRO), Section 10.36 *et seq.*, of the Los Angeles Administrative Code, as amended from time to time. These Ordinances require the following:
1. **CONTRACTOR** assures payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of compensated and uncompensated days off and health benefits, as defined in the LWO.
 2. **CONTRACTOR** further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. **CONTRACTOR** shall require each of its subcontractors within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. **CONTRACTOR** shall deliver the executed pledges from each such subcontractor to the **CITY** within ninety (90) days of the execution of the subcontract. **CONTRACTOR'S** delivery of executed pledges from each such subcontractor shall fully discharge the obligation of **CONTRACTOR** with respect to such pledges and fully discharge the obligation of **CONTRACTOR** to comply with the provision in the LWO contained in Section 10.37.6(c) concerning compliance with such federal law.
 3. **CONTRACTOR**, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the **CITY** with regard to the employer's compliance or anticipated compliance with the LWO, for opposing any practice proscribed by the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. **CONTRACTOR** shall post the Notice of Prohibition Against Retaliation provided by the **CITY**.
 4. Any subcontract entered into by **CONTRACTOR** relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of PSC-31 and shall incorporate the provisions of the LWO and the SCWRO.

5. **CONTRACTOR** shall comply with all rules, regulations and policies promulgated by the **CITY'S** Designated Administrative Agency which may be amended from time to time.
- B. Under the provisions of Sections 10.36.3(c) and 10.37.6(c) of the Los Angeles Administrative Code, the **CITY** shall have the authority, under appropriate circumstances, to terminate this Contract and otherwise pursue legal remedies that may be available if the **CITY** determines that the subject **CONTRACTOR** has violated provisions of either the LWO or the SCWRO, or both.
- C. Where under the LWO Section 10.37.6(d), the **CITY'S** Designated Administrative Agency has determined (a) that **CONTRACTOR** is in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, the **CITY** in such circumstances may impound monies otherwise due **CONTRACTOR** in accordance with the following procedures. Impoundment shall mean that from monies due **CONTRACTOR**, **CITY** may deduct the amount determined to be due and owing by **CONTRACTOR** to its employees. Such monies shall be placed in the holding account referred to in LWO Section 10.37.6(d)(3) and disposed of under procedures described therein through final and binding arbitration. Whether **CONTRACTOR** is to continue work following an impoundment shall remain in the sole discretion of the **CITY**. **CONTRACTOR** may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.
- D. **CONTRACTOR** shall inform employees making less than Twelve Dollars (\$12.00) per hour of their possible right to the federal Earned Income Credit (EIC). **CONTRACTOR** shall also make available to employees the forms informing them about the EIC and forms required to secure advance EIC payments from **CONTRACTOR**.

PSC-32. AMERICANS WITH DISABILITIES ACT

CONTRACTOR hereby certifies that it will comply with the Americans with Disabilities Act, 42 U.S.C. §§ 12101 *et seq.*, and its implementing regulations. **CONTRACTOR** will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. **CONTRACTOR** will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by **CONTRACTOR**, relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

PSC-33. CONTRACTOR RESPONSIBILITY ORDINANCE

Unless otherwise exempt, this Contract is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 *et seq.*, of the Los Angeles Administrative Code, as amended from time to time, which requires **CONTRACTOR** to update its responses to the responsibility questionnaire within thirty calendar days after any change to the responses previously provided if such change would affect **CONTRACTOR'S** fitness and ability to continue performing this Contract.

In accordance with the provisions of the Contractor Responsibility Ordinance, by signing this Contract, **CONTRACTOR** pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this Contract, including but not limited to, laws regarding health and safety, labor and employment, wages and hours, and licensing laws which affect employees. **CONTRACTOR** further agrees to: (1) notify the **CITY** within thirty calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that **CONTRACTOR** is not in compliance with all applicable federal, state and local laws in performance of this Contract; (2) notify the **CITY** within thirty calendar days of all findings by a government agency or court of competent jurisdiction that **CONTRACTOR** has violated the provisions of Section 10.40.3(a) of the Contractor Responsibility Ordinance; (3) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, submit a Pledge of Compliance to the **CITY**; and (4) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify the **CITY** within thirty calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.40.3(a) of the Contractor Responsibility Ordinance in performance of the subcontract.

PSC-34. MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE OUTREACH PROGRAM

CONTRACTOR agrees and obligates itself to utilize the services of Minority, Women and Other Business Enterprise firms on a level so designated in its proposal, if any. **CONTRACTOR** certifies that it has complied with Mayoral Directive 2001-26 regarding the Outreach Program for Personal Services Contracts Greater than \$100,000, if applicable. **CONTRACTOR** shall not change any of these designated subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of the **CITY**, provided that such approval shall not be unreasonably withheld.

PSC-35. EQUAL BENEFITS ORDINANCE

Unless otherwise exempt, this Contract is subject to the provisions of the Equal Benefits Ordinance (EBO), Section 10.8.2.1 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of the Contract, **CONTRACTOR** certifies and represents that **CONTRACTOR** will comply with the EBO.
- B. The failure of **CONTRACTOR** to comply with the EBO will be deemed to be a material breach of this Contract by the **CITY**.
- C. If **CONTRACTOR** fails to comply with the EBO the **CITY** may cancel, terminate or suspend this Contract, in whole or in part, and all monies due or to become due under this Contract may be retained by the **CITY**. The **CITY** may also pursue any and all other remedies at law or in equity for any breach.
- D. Failure to comply with the EBO may be used as evidence against **CONTRACTOR** in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 *et seq.*, Contractor Responsibility Ordinance.
- E. If the **CITY'S** Designated Administrative Agency determines that a **CONTRACTOR** has set up or used its contracting entity for the purpose of evading the intent of the EBO, the **CITY** may terminate the Contract. Violation of this provision may be used as evidence against **CONTRACTOR** in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 *et seq.*, Contractor Responsibility Ordinance.

CONTRACTOR shall post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

"During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles' Equal Benefits Ordinance may be obtained from the Department of Public Works, Office of Contract Compliance at (213) 847-1922."

PSC-36. SLAVERY DISCLOSURE ORDINANCE

Unless otherwise exempt, this Contract is subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code, as amended from time to time. **CONTRACTOR** certifies that it has complied with the applicable provisions of the Slavery Disclosure Ordinance. Failure to fully and accurately complete the affidavit may result in termination of this Contract.

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

CONTACT For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at www.lacity.org/cao/risk. The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds. A City approved insurance program may be available as a low cost alternative for contractors who are unable to obtain City-required insurance.

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

1. Additional Insured/Loss Payee. The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.

2. Notice of Cancellation. All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.

3. Primary Coverage. CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.

4. Modification of Coverage. The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.

5. Failure to Procure Insurance. All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

CONTRACTOR'S failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which the CITY may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect the CITY'S interests and pay any and all premiums in connection therewith and recover all monies so paid from CONTRACTOR.

6. Workers' Compensation. By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake

self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

7. California Licensee. All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the CITY. Non-admitted coverage must contain a **Service of Suit** clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.

8. Aggregate Limits/Impairment. If any of the required insurance coverages contain annual aggregate limits, CONTRACTOR must give the CITY written notice of any pending claim or lawsuit which will materially diminish the aggregate within thirty (30) days of knowledge of same. You must take appropriate steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days of knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect the CITY'S protection are allowed without the CITY'S prior written consent.

9. Commencement of Work. For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-4, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

Exhibit 1 (Continued) Required Insurance and Minimum Limits

Name: _____ Date: _____

Agreement/Reference: _____

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Limits

___ **Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)** WC _____
EL _____ Statutory _____

- | | |
|---|---|
| <input type="checkbox"/> Waiver of Subrogation in favor of City | <input type="checkbox"/> Longshore & Harbor Workers
<input type="checkbox"/> Jones Act |
|---|---|

___ **General Liability** _____

- | | |
|---|--|
| <input type="checkbox"/> Products/Completed Operations
<input type="checkbox"/> Fire Legal Liability _____
<input type="checkbox"/> _____ | <input type="checkbox"/> Sexual Misconduct _____ |
|---|--|

___ **Automobile Liability (for any and all vehicles used for this Contract, other than commuting to/from work)** _____

___ **Professional Liability (Errors and Omissions)** _____

___ **Property Insurance (to cover replacement cost of building - as determined by insurance company)** _____

- | | |
|---|--|
| <input type="checkbox"/> All Risk Coverage
<input type="checkbox"/> Flood _____
<input type="checkbox"/> Earthquake _____ | <input type="checkbox"/> Boiler and Machinery
<input type="checkbox"/> Builder's Risk
<input type="checkbox"/> _____ |
|---|--|

___ **Pollution Liability** _____

- _____

___ **Surety Bonds - Performance and Payment (Labor and Materials) Bonds** 100 % of Contract Price

___ **Crime Insurance** _____

Other: _____

APPENDIX 2

CONSULTANT'S FEE SCHEUDLE AND YEARLY COST SUMMARY

Confidential and Proprietary

STI Standard 2015 Government T&M Rates Effective 12/27/14 - 12/26/15	
Labor Categories	2015 Rates
Senior Staff 10	\$340
Senior Staff 9	\$323
Senior Staff 8	\$309
Senior Staff 7	\$294
Senior Staff 6	\$279
Senior Staff 5	\$267
Senior Staff 4	\$253
Senior Staff 3	\$242
Senior Staff 2	\$230
Senior Staff 1	\$219
Associate Staff 15	\$209
Associate Staff 14	\$198
Associate Staff 13	\$189
Associate Staff 12	\$180
Associate Staff 11	\$171
Associate Staff 10	\$163
Associate Staff 9	\$155
Associate Staff 8	\$149
Associate Staff 7	\$141
Associate Staff 6	\$135
Associate Staff 5	\$128
Associate Staff 4	\$123
Associate Staff 3	\$116
Associate Staff 2	\$111
Associate Staff 1	\$105
Staff 15	\$100
Staff 14	\$95
Staff 13	\$91
Staff 12	\$86
Staff 11	\$83
Staff 10	\$78
Staff 9	\$75
Staff 8	\$71
Staff 7	\$68
Staff 6	\$65
Staff 5	\$61
Staff 4	\$59
Staff 3	\$56
Staff 2	\$53
Staff 1	\$51
Intern 5	\$49
Intern 4	\$47
Intern 3	\$44
Intern 2	\$42
Intern 1	\$40

COST SUMMARY BY YEAR

Ambient Air Quality Monitoring
at
Sunshine Canyon Landfill and Van Gogh Elementary School

Parameters Measured	Monitoring Year				
	Year 1	Year 2	Year 3	Year 4	Year 5
Core: PM ₁₀ , BC, and Meteorology	\$97,963	\$100,902	\$103,929	\$107,047	\$110,258
VOC and Carbonyl (1 year) Option	\$118,000				

APPENDIX 3

UPWIND MONITORING STATION RENTAL FEE SCHEDULE

STI Employee	TOTAL		Task 1	
	Hours	Dollars	Hours	Dollars
Beach, M.	1	206	1	206
Brown, S.	8	1,568	8	1,568
Du, Y.	8	920	8	920
Ekstrand, A.	8	712	8	712
Healy, A.	2	306	2	306
Khalilifar, N.	2	198	2	198
Roberts, P.	4	1,216	4	1,216
Slocum, M.	1	94	1	94
Smith, K.	72	3,600	72	3,600
Teplitz, M.	4	436	4	436
Vaughn, D.	24	4,056	24	4,056
Subtotal: STI Labor	134	13,312	134	13,312
STI MATERIAL AND OTHER DIRECT COSTS				
Travel (see below)		271		271
Miscellaneous (see below)		1,413		1,413
Subtotal: STI Material & Other Direct Costs		1,684		1,684
Subtotal: Equipment Cost Recovery (see below)		8,160		8,160
INFLATION				
Inflation (STI Labor)		399	3%	399
Subtotal: Inflation		399		399
GENERAL & ADMINISTRATIVE				
		1,157		1,157
Subtotal: All Costs		24,712		24,712
GRAND TOTAL	134	\$24,712	134	\$24,712

Percent of Project, by Task (Hours & Dollars)	100%	100%	100%	100%

Note: Work will be invoiced at the rates in effect at the time the work is performed.

TRAVEL ITEMS (Detailed List)	Total Items	Total Costs	# of Items	Cost
Mileage for Personal Auto - per mile	480.00	271.00	480.00	271.00
Subtotal: Travel		271.00		271.00

MISCELLANEOUS (Detailed List)	Total Items	Total Costs	# of Items	Cost
BAM tape	6.00	450.00	6.00	450.00
BAM pump rebuild kit	1.00	160.00	1.00	160.00
BAM inlet O-ring kit	1.00	15.00	1.00	15.00
PM10 Inlet O-ring Kit	1.00	15.00	1.00	15.00
RMY 5305 Flange bearings	2.00	14.00	2.00	14.00
RMY 5305 Shaft bearings	2.00	42.00	2.00	42.00
RMY 5305 10k potentiometer	1.00	117.00	1.00	117.00
Aethalometer AE21 tape	1.00	100.00	1.00	100.00
Trailer towing	1.00	500.00	1.00	500.00
Subtotal: Miscellaneous		1,413.00		1,413.00

EQUIPMENT COST RECOVERY (Detailed List)	Total Items	Total Costs	# of Items	Cost
Surface met station/month	12.00	1,800.00	12.00	1,800.00
Trailer/month	12.00	1,200.00	12.00	1,200.00
BAM 1020/month	12.00	1,200.00	12.00	1,200.00
AE22 aethalometer/month	12.00	1,200.00	12.00	1,200.00
DAS/month	12.00	1,200.00	12.00	1,200.00
Cell Service/mo	12.00	840.00	12.00	840.00
Cell modem/mo	12.00	720.00	12.00	720.00
Subtotal: Equipment Cost Recovery		8,160.00		8,160.00

APPENDIX 4

**REIMBURSEMENT
AGREEMENT**

REIMBURSEMENT AGREEMENT

This agreement ("Reimbursement Agreement") is entered into by and between the City of Los Angeles, a municipal corporation, acting by and through its Department of City Planning ("CITY"), the County of Los Angeles, acting by and through its Department of Regional Planning ("COUNTY") (sometimes collectively referred to as "CITY/COUNTY"), and Republic Services, Inc. ("Republic Services"), the owner and operator of Sunshine Canyon Landfill.

RECITALS

- A. WHEREAS, on December 8, 1999, the Los Angeles City Council adopted Ordinance No. 172,933 ("Ordinance"), which effectuated the zone change of an approximately 394 acre portion of the Sunshine Canyon Landfill from A1-1-K-O (Agricultural Zone) to [T][Q]M3-1-0 (Heavy Industrial Zone), and certified the project's Final Subsequent Environmental Impact Report (FSEIR No. 91-0377-ZC-GPA; State Clearinghouse No. 92041053; the "FSEIR"); and
- B. WHEREAS, the Ordinance, under Condition No. [Q] C.10.a., requires the hiring of an Independent Air Quality Consultant; and
- C. WHEREAS, on February 6, 2007, the COUNTY certified an Addendum to the previously certified FSEIR and FEIR, and approved Conditional Use Permit No. 00-194 ("CUP-00-194"), which under Condition 81 of CUP 00-194 also requires the hiring of an Independent Air Quality Consultant; and
- D. WHEREAS, the CITY and the COUNTY entered into a Memorandum of Understanding (the Planning Issues MOU) on December 31, 2008, calling for one procurement process for the hiring of the Independent Air Quality Consultant; and
- E. WHEREAS, the COUNTY has elected the use of the CITY's procurement process for the hiring of the Independent Air Quality Consultant; and
- F. WHEREAS, the CITY and the COUNTY, in consultation with the Sunshine Canyon Technical Advisory Committee ("SCL-TAC") and the South Coast Air Quality Management District ("SCAQMD"), have selected Sonoma Technology, Inc. ("STI") to provide the Independent Air Quality Consultant services required by the Planning Issues MOU, the Ordinance and CUP 00-194; and
- G. WHEREAS, the CITY and COUNTY negotiated a contract with STI to serve as and to perform the services required of the Independent Air Quality Consultant as set forth in the Ordinance and CUP 00-194 ("Consulting Agreement"); and

- H. WHEREAS, STI has agreed, subject to the terms of this Reimbursement Agreement, and to the terms of the Consulting Agreement, to look solely to Republic Services for payment for services performed and expenses incurred under the Consulting Agreement; and by this Reimbursement Agreement, Republic Services agrees to pay STI for services performed and expenses incurred under the Consulting Agreement.

NOW THEREFORE, for good and valuable consideration, including the mutual covenants and conditions contained herein, CITY, COUNTY and Republic Services agree as follows:

AGREEMENT

A. TERMS OF THE AGREEMENT

1. Subject to the terms of this Reimbursement Agreement and the terms of the Consulting Agreement, Republic Services agrees that it shall pay all undisputed amounts invoiced for services performed and expenses incurred by STI under the Consulting Agreement.
2. Republic Services shall indemnify and hold harmless the CITY and the COUNTY including their boards, officers, deputies, directors, agents, employees, assigns, representatives, and successors in Interest, servants and beneficiaries from and against any liability payment of services performed and expenses incurred by STI under the Consulting Agreement.
3. Should Republic Services intentionally withhold undisputed invoices approved by CITY and COUNTY for services rendered and expenses incurred by STI, Republic Services shall be deemed by CITY and COUNTY to be in breach of this Reimbursement Agreement and in violation of the City Ordinance and County CUP referenced herein.
4. Within fifteen (15) days after receipt of any invoice from CONSULTANT for services performed or expenses incurred by STI under the Consulting Agreement, CITY/COUNTY shall notify Republic Services whether:
 - a. All of the charges reflected in the invoice are proper and should be paid;
 - b. Any of the charges reflected in the invoice are uncertain and require further information, and
 - c. Any of the charges reflected in the invoice are unauthorized and should not be paid.

Within thirty (30) calendar days from receipt of the CITY/COUNTY authorization to pay STI's invoice for services and expenses, Republic Services shall pay all proper charges within the time required in the Consulting Agreement, but may withhold payment of charges identified by CITY/COUNTY under sub-paragraphs (b) and (c) of this paragraph.

5. Upon receipt of notice from Republic Services, the CITY/COUNTY shall investigate any disputed charges for which payment will be withheld by Republic Services under sub-paragraph 4(b). Such charges shall be paid by Republic within thirty (30) days after receipt of written notice from CITY/COUNTY that the invoice charges from STI are proper and approved.
6. Republic Services may request additional supporting information from CITY/COUNTY regarding any invoice submitted for payment and CITY/COUNTY shall exercise their rights under the Consulting Agreement to promptly obtain such information from STI. Republic Services shall have no obligation to pay reasonably disputed invoices submitted for payment until adequate supporting information from STI has been submitted to CITY/COUNTY that satisfactorily explains the disputed invoices and the CITY/COUNTY has approved those invoices.
7. The CITY/COUNTY shall provide Republic Services with advance written notice before approving any change in the scope of work or compensation under the Consulting Agreement. Republic Services shall have fifteen (15) calendar days after receipt of such notice to submit to CITY/COUNTY its written approval or disapproval of such change to the Consulting Agreement, and Republic Services shall not unreasonably withhold approval of changes to the Consulting Agreement.
8. Failure by Republic Services to submit a written response to the CITY/COUNTY within the foregoing time shall be deemed an approval by Republic Services of such changes to the Consulting Agreement. If Republic Services timely submits its disapproval of the proposed changes, representatives from the CITY/COUNTY and managers from Republic Services shall meet in person within ten (10) calendar days after receipt of written disapproval from Republic Services to attempt to resolve their differences. Republic Services shall have no obligation to pay for services performed or expenses incurred pursuant to any change in the scope of work or compensation under the Consulting Agreement that was not submitted to Republic Services for prior approval; however, Republic Services shall not unreasonably refuse to pay for such charges if the failure of the CITY/COUNTY to provide written notice of changes to Republic Services is due to good faith extenuating circumstances.
9. The CITY/COUNTY shall notify Republic Services in writing of any amendments or change order requests that would cause STI to exceed the Annual Limit described in Section III.B. of the Consulting Agreement.

Republic Services shall have fifteen (15) calendar days after receipt of notice to submit its written approval or disapproval of any amounts that exceed the Annual Limit to the CITY/COUNTY, approval of which shall not be unreasonably withheld. A failure by Republic Services to respond within the foregoing time shall be deemed an approval of the amounts charged in excess to the Annual Limit.

10. If Republic Services disapproves of the proposed amendment to the Annual Limit or to the change orders of the Consulting Agreement, CITY/COUNTY and Republic Services shall meet in person within ten (10) calendar days after receipt of written disapproval from Republic Services to attempt to resolve their differences. Republic Services shall have no obligation to pay for amounts in excess of the Annual Limit or due to the change orders if Republic Services was not provided the written notice required by Section 9. However, Republic Services shall not unreasonably refuse to pay for such excess amounts if the CITY/COUNTY'S failure to provide the written notice is due to good faith extenuating circumstances.
11. Republic Services must obtain written approval from CITY/COUNTY prior to making any request for records or documentation from STI unless such records are public records pursuant to the California Public Records Act and have been previously disclosed to the public.
12. Nothing in this Agreement creates any obligation for Republic Services to reimburse the CITY and the COUNTY for any costs or expenses incurred by the CITY and the COUNTY for their oversight or administration of this Reimbursement Agreement or the Consulting Agreement

B. REPRESENTATIVES OF THE PARTIES AND SERVICE OF NOTICES

1. The representatives of the respective Parties who are authorized to administer this Contract and to whom formal notices, demands and communications shall be given are as follows:

- i. The representative of the CITY shall be, unless otherwise stated in the Reimbursement Agreement:

City of Los Angeles Department of City Planning
200 North Spring Street, Room 525
Los Angeles, CA 90012
Attention: Ly Lam, Contract Administrator

Tel: (213) 978-1206 eMail: ly.t.lam@lacity.org

- ii. The representative of the COUNTY shall be, unless otherwise stated in the Reimbursement Agreement:

County of Los Angeles Department of Regional Planning
320 West Temple Street, Room 1346
Los Angeles, CA 90012
Attention: Maria Masis, Contract Administrator

Tel: (213) 974-6435 eMail: mmasis@planning.lacounty.gov

The representative of Republic Services, Inc. shall be, unless otherwise stated in the Reimbursement Agreement:

Republic Services, Inc.
14747 San Fernando Road
Sylmar, CA 91342
Attention: Mr. Rob Sherman, General Manager

Tel: (818) 359-9624 eMail: rsherman@republicservices.com

2. Formal notices, demands and communications from Republic Services shall be given to the CITY/COUNTY Contract Administrators.
3. Formal notices, demands and communications required herein by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, and/or may be accompanied by an email notifying the parties of the forthcoming formal notices, demands, or correspondence, and shall be deemed communicated as of the date of mailing.
4. If the name of the person designated to receive the notices, demands or communications, or the address of such person is changed, written notice shall be given, in accordance with this section, within five (5) working days of said change.

IN WITNESS WHEREOF, the parties hereto each herewith subscribe a total of 6 pages with the same three (3) triplicate copies, and this Contract is executed by the City of Los Angeles Department of City Planning and the County of Los Angeles Department of Regional Planning, acting by and through the CITY/COUNTY SCL-TAC, and Republic Services, Inc.

APPROVED AND AGREED TO:

FOR THE CITY OF LOS ANGELES

FOR THE COUNTY OF LOS ANGELES

BY: _____
Lisa M. Webber, SCL-TAC Co-chair
Department of City Planning

BY: _____
Jon Sanabria, SCL-TAC Co-chair
Department of Regional Planning

Date

Date

FOR REPUBLIC SERVICES, INC.

BY: _____
Rob Sherman
SCL General Manager

BY: _____

Date

Date

APPROVED AS TO FORM:
Michael N. Feuer, City Attorney

Mark Saladino, County Counsel

BY: _____

Date

BY: _____

Date

ATTEST: City Clerk
Holly L. Wolcott

BY: _____

Date: _____