

CONTRACT NUMBER _____

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

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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;