



**SUNSHINE CANYON LANDFILL – COMMUNITY ADVISORY COMMITTEE
CITY & COUNTY OF LOS ANGELES**

16911 San Fernando Mission Blvd., Box 412, Granada Hills, CA 91344

Ken Ashford (TAC Rep. Alternate), Jeanette Capaldi (Vice Chair), Laine Caspi, Steven Friedman, Gale Gundersen (Secretary),
Wayde Hunter (Chair), Josh Jordahl (Treasurer), Debbie Pietraszko (Parliamentarian), Joe Vitti (TAC Representative)

November 19, 2017

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

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

RE: Contract No: C-125449 Sonoma Technology Inc., Council File No: 14-1594

Dear Ms. Lam and Ms. Masis:

As the listed representatives of the respective parties (City and County) who are authorized to administer the above referenced Contract (excerpt attached), and to whom formal notices, demands and communications shall be given, we address this letter to you, with the expectation that you will in good faith, forward this request to the necessary and appropriate persons and/or agencies to address our request.

The Sunshine Canyon Landfill Community Advisory Committee (SCL-CAC) has recently entered into discussion regarding the adequacy of the air monitoring reports prepared under the auspices of Los Angeles City Ordinance No. 172,933 and Los Angeles County Conditional Use Permit No. 00-194 whereby an independent air quality consultant (Consultant) be retained to administer an ambient air quality monitoring program to assess particulate matter (PM₁₀) and black carbon concentrations at the Sunshine Canyon Landfill and Van Gogh Charter Elementary School.

In accordance with the provisions of the air quality monitoring program, the Consultant is required to:

- Provide quarterly and annual reports “to determine the potential impact” of landfill emissions verses those of other nearby sources.

- Provide a comparison of PM₁₀ concentrations with federal and state standards.
- Prepare in-depth annual reports which “characterize the impact” of landfill operations on ambient air quality at the neighborhood scale.

What we understand by these requirements is that an evaluation be provided which presents a meaningful assessment of landfill particulate emissions and risks associated with identified black carbon exposures.

For example, the annual report specifically excludes an examination of the state’s 24-hour PM₁₀ standard. This is most troubling as the state standard of 50 micrograms per cubic meter ($\mu\text{g}/\text{m}^3$) is significantly less than the federal standard of 150 $\mu\text{g}/\text{m}^3$ as referenced in the report. The state has promulgated strict ambient air quality standards for criteria pollutants. These standards were established to safeguard the public’s health and welfare with specific emphasis on protecting those individuals susceptible to respiratory distress, such as asthmatics, the young, the elderly and those with existing conditions which may be affected by increased pollutant concentrations. The California Air Resources Board reports that unhealthful respiratory responses can occur with exposures to pollutants at levels that only marginally exceed California’s clean air standards. It is most relevant to note that excess deaths from short-term exposures and the exacerbation of symptoms in sensitive individuals with respiratory disease including seasonal declines in pulmonary function especially in children are associated with PM₁₀ exposures.

Additionally, due to the landfills contribution of black carbon emissions, which serve as a surrogate for diesel particulate matter, its classification as a primary toxic compound of concern should be examined in the context of incremental cancer risk and noncarcinogenic hazard effects.

It is clear that the quarterly and annual reports merely serve as a data download without relevant context for laypersons and community members to neither understand nor rely on its findings.

As such, the SCL-CAC requests that the Los Angeles City Planning and Los Angeles County Planning departments review the relevant provisions of the Consultant’s contract and require compliance with its intent and assessment provisions.

If you should have any questions of a technical nature regarding this letter please contact Bill Piazza, Environmental Assessment Coordinator, Los Angeles School District, Office of Environmental Health & Safety, Tel: (213) 241-2576, Fax: (213) 241-6816, Cell: (213) 392-1879 who is the LAUSD’s appointment to the SCL-CAC, and our advisor on the subject matter.

We thank you in advanced for your consideration in this matter, and we would appreciate an acknowledgement of receipt of this letter, and for a timely response addressing our request.

Sincerely,



Wayde Hunter
Chair, SCL-CAC
(818) 363-3597 WHunter01@aol.com

c.c.

Kathryn Barger, Los Angeles County Supervisor, 5th District

Sheila Kuehl, Los Angeles County Supervisor, 3rd District

Mitch Englander, Los Angeles City Councilman, 12th District

Barbara Ferrer, Director, Los Angeles County Department of Public Health

Jeffrey Gunzenhauser, Interim Health Officer, Los Angeles County Department of Public Health

Cynthia Harding, Chief Deputy Director, Los Angeles County Department of Public Health

Mark Pestrella, Director, Los Angeles County Department of Public Works

David Thompson, Program Manager &, Maurice Pantoja, Acting Program Manager, Sunshine

Canyon Landfill-Local Enforcement Agency (SCL-LEA)

Jon Sanabria & Lisa Webber, Co-Chairs, Sunshine Canyon Landfill-Technical Advisory Committee (SCL-TAC)

Bill Piazza, Environmental Assessment Coordinator, LAUSD, Office of Environmental Health & Safety

Margaret Clarke, Chair, Los Angeles County Solid Waste Management Committee/ Integrated Waste Management Task Force

Attachment

CONTRACT SUMMARY SHEET

TO: THE OFFICE OF THE CITY CLERK,
COUNCIL/PUBLIC SERVICES DIVISION
ROOM 395, CITY HALL

DATE: April 1, 2015

FROM (DEPARTMENT): Planning

CONTACT PERSON: Ly Lam PHONE: 213-978-1206

CONTRACT NO.: C-125449 COUNCIL FILE NO.: 14-1594

ADOPTED BY COUNCIL: 1/16/2015
DATE

APPROVED BY BPW: _____
DATE

- ☒ NEW CONTRACT
- ☐ AMENDMENT NO. _____
- ☐ ADDENDUM NO. _____
- ☐ SUPPLEMENTAL NO. _____
- ☐ CHANGE ORDER NO. _____

CONTRACTOR NAME: Sonoma Technology, Inc.

TERM OF CONTRACT: April 1, 2015 THROUGH: March 31, 2020

TOTAL AMOUNT: Up to \$663,099

PURPOSE OF CONTRACT:

Ambient air quality monitoring and reporting at the Sunshine Canyon Landfill and at the Van Gogh Elementary School as required per Conditions of Approval [Q]C.10.a of Ordinance Number 172,933. Also include option for one year VOC testing.

NOTE: CONTRACTS ARE PUBLIC RECORDS - SCANNED AND UPLOADED TO THE INTERNET

CONTRACT NUMBER C-125449

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

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APPENDICES

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

CONTRACT NUMBER 11-125449

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, CONSULTANT 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

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

Date

Date

FOR SONOMA TECHNOLOGY, INC.

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

BY: _____
Lyle R. Chinkin
President

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: _____