

AGREEMENT TO FURNISH ENVIRONMENTAL REVIEW SERVICES
FOR THE ACCEPTANCE OF MOUNTAIN VIEW POWER PLANT FILTER
CAKE AT THE CALIFORNIA STREET LANDFILL

This agreement for consulting services ("Agreement") is made and entered into this 6th day of February, 2007 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Tom Dodson & Associates ("Consultant") who are sometimes individually referred to herein as a "Party" and together, as the "Parties."

In consideration of the mutual promises contained herein, City and Consultant agree as follows:

ARTICLE 1 - ENGAGEMENT OF CONSULTANT

- 1.1 City hereby engages Consultant to perform environmental review services for the acceptance of Mountain View Power Plant filter cake at the City's California Street Landfill (the "Services") located at 2151 Nevada Street, Redlands, California.
- 1.2 The Services shall be performed by Consultant in a professional manner, and Consultant represents that it has the skill and the professional expertise necessary to provide the Services to City at a level of competency presently maintained by other practicing professional consultants in the industry providing like and similar types of services.

ARTICLE 2 - SERVICES OF CONSULTANT

- 2.1 The Services which Consultant shall perform are more particularly described in Exhibit "A," entitled "Scope of Services," which is attached hereto and incorporated herein by this reference.
- 2.2 Consultant shall comply with all applicable Federal, State and local laws and regulations in the performance of this Agreement including, but not limited to, the Americans with Disabilities Act and the Fair Employment and Housing Act.

ARTICLE 3 - RESPONSIBILITIES OF CITY

- 3.1 City shall make available to Consultant information in its possession that may assist Consultant in performing the Services.
- 3.2 City will make provision for Consultant to enter upon City-owned property, as required by Consultant, to perform the Services.
- 3.3 City designates Gary Van Dorst, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit

instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 - PERIOD OF SERVICE

- 4.1 Consultant shall perform the Services in a prompt and diligent manner, and in accordance with the schedule set forth in Exhibit "B," entitled "Project Schedule."

ARTICLE 5 - PAYMENT AND NOTICE

- 5.1 The total compensation for Consultant's performance of the Services shall not exceed the amount of Twenty Thousand Dollars (\$20,000). City shall pay Consultant on a time and materials basis up to the not to exceed amount, in accordance with Exhibit "C" entitled "Project Fee," and based upon the hourly rates shown in Exhibit "D," entitled Rate Schedule.
- 5.2 Payments by City to Consultant shall be made within thirty (30) days after receipt and approval by City of Consultants's invoice, by warrant payable to Consultant. Invoices shall be sent on a monthly basis.
- 5.3 All notices shall be given in writing by personal delivery or by mail. Notices, sent by mail should be addressed as follows:

City: Gary Van Dorst
Municipal Utilities Department
PO Box 3005
Redlands, CA 92373

Consultant: Bill Gatlin, Vice President
Tom Dodson & Associates
2150 N. Arrowhead Avenue
San Bernardino, CA 92403

When so addressed, such notices shall be deemed given upon deposit in the United States Mail. Changes may be made in the names and addresses of the person to who notices and payments are to be given by giving notice pursuant to this section.

ARTICLE 6 - INSURANCE AND INDEMNIFICATION

- 6.1 All insurance required by this Agreement shall be maintained by Consultant for the duration of its performance of the Services. Consultant shall not perform any Services pursuant to this Agreement unless and until all required insurance listed below is obtained by Consultant. Consultant shall provide City with certificates of insurance and endorsements evidencing such insurance prior to commencement of

the Services. All insurance policies shall include a provision prohibiting cancellation of the policy except upon thirty (30) days prior written notice to City.

- 6.2 A. Consultant shall secure and maintain Workers' Compensation and Employer's Liability insurance throughout the duration of this Agreement in an amount which meets the statutory requirement with an insurance carrier acceptable to City. The insurance policy shall include a provision prohibiting cancellation of said policy except upon thirty (30) days prior written notice to City.

B. Consultant expressly waives all rights to subrogation against City, its elected officials, officers and employees for losses arising from work performed by Consultant for City by expressly waiving Consultant's immunity for injuries to Consultant's employees and agrees that the obligation to indemnify, defend and hold harmless provided for in this Agreement extends to any claim brought by or on behalf of any employee of Consultant. This waiver is mutually negotiated by the Parties. This waiver shall not apply to any damage resulting from the sole negligence of City, its agents and employees. To the extent any of the damages referenced herein were caused by or resulted from the concurrent negligence of City, its agents or employees, the obligations provided herein to indemnify, defend and hold harmless are valid and enforceable only to the extent of the negligence of Consultant, its officers, agents and employees.

- 6.3 Hold Harmless and Indemnification. Consultant shall indemnify, hold harmless and defend City and its elected officials, employees and agents from and against any and all claims, losses or liability, including attorneys' fees, arising from injury or death to persons or damage to property occasioned by any act, omission or failure to act by Consultant, its officers, employees and agents in performing the Services.

- 6.4 Assignment. Consultant is expressly prohibited from assigning any of the Services without the express written consent of City. In the event of mutual agreement between Parties to assign a portion of the Services, Consultant shall add the assignee as an additional insured and provide City with the insurance endorsements prior to the performance of any services by the assignee. Assignment does not include printing or other customary reimbursable expenses that may be provided in this Agreement.

- 6.5 Comprehensive General Liability Insurance. Consultant shall secure and maintain in force throughout the duration of the Agreement comprehensive general liability insurance with carriers acceptable to City. Minimum coverage of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate for public liability, property damage and personal injury is required. City shall be named as an additional insured the insurance policy shall include a provision prohibiting cancellation of said policy except upon thirty (30) days prior written notice to City. Such insurance shall be primary and non-contributing to any

insurance or self-insurance maintained by City. Certificates of insurance and endorsements shall be delivered to City prior to commencement of work.

- 6.6 Professional Liability Insurance. Consultant shall secure and maintain professional liability insurance throughout the duration of this Agreement in the amount of one million dollars (\$1,000,000) per claim made. Certificate of liability insurance and endorsement shall be delivered to City prior to commencement of the services.
- 6.7 Business Auto Liability Insurance. Consultant shall have business auto liability coverage, with minimum limits of one million dollars (\$1,000,000) per occurrence, combined single limit for bodily injury liability and property damage liability. This coverage shall include all Consultant owned vehicles used on the project, hired and non-owned vehicles, and employee non-ownership vehicles. Such insurance shall be primary and non-contributing to any insurance or self insurance maintained by City. City shall be named as an additional insured and a certificate of liability insurance and endorsement shall be delivered to City prior to commencement of the services.

ARTICLE 7 - GENERAL CONSIDERATIONS

- 7.1 In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for in-house counsel of the Parties at rates prevailing in San Bernardino County, California.
- 7.2 Consultant shall not assign any of the Services to be performed under this Agreement, except with the prior written approval of City and in strict compliance with the terms, provisions and conditions of this Agreement.
- 7.3 Consultant's key person to perform the Services is Bill Gatlin, Vice President. Consultant agrees that this key person shall be made available and assigned to perform the Services and that she shall not be replaced without concurrence from City.
- 7.4 All documents, records, drawings, designs, cost estimates, electronic data files, databases, and other documents developed by Consultant pursuant to this Agreement, and any copyright interest in such documents, shall become the property of City and shall be delivered to City upon completion of the Services, or upon the request of City. Any reuse of such documents and any use of incomplete documents will be at City's sole risk.
- 7.5 Consultant is for all purposes an independent contractor. Consultant shall supply all tools and instrumentalities required to perform the Services. All personnel employed by Consultant are for its account only, and in no event shall Consultant or

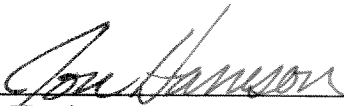
any personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City.

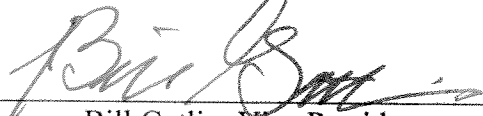
- 7.6 Unless earlier terminated, as provided for below, this Agreement shall terminate upon completion and acceptance of the Services by City.
- 7.7 This Agreement may be terminated by City, in its sole discretion and without cause, by providing five (5) business days prior written notice to Consultant (delivered by certified mail, return receipt requested) of intent to terminate.
- 7.8 If this Agreement is terminated by City, an adjustment to Consultant's compensation shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed services, and (2) any payment due Consultant at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Consultant.
- 7.9 Upon receipt of a termination notice, Consultant shall immediately discontinue all services affected, and within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of any data, design calculations, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by Consultant in performing the Services required by this Agreement. Consultant shall be compensated on a pro-rata basis for work completed up until notice of termination.
- 7.10 Consultant shall maintain books and accounts of all payroll costs and expenses related to the Services. Such books shall be available at all reasonable times for examination by City at the office of Consultant.
- 7.11 This Agreement, including the Exhibits incorporated herein by reference, represents the entire agreement and understanding between the Parties as to the matters contained herein, and any prior negotiations, written proposals or verbal agreements relating to such matters are superseded by this Agreement. Any amendment to this Agreement shall be in writing, approved by City and signed by City and Consultant.
- 7.12 This Agreement shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, duly authorized representatives of the City and Consultant have signed in confirmation of this Agreement.

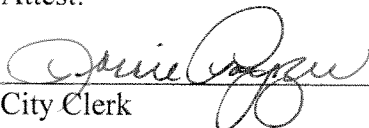
CITY OF REDLANDS

TOM DODSON & ASSOCIATES

By: 
Jon Harrison, Mayor

By: 
Bill Gatlin, Vice President

Attest:


City Clerk

**AGREEMENT TO FURNISH ENVIRONMENTAL REVIEW SERVICES
FOR THE ACCEPTANCE OF MOUNTAIN VIEW POWER PLANT FILTER CAKE
AT THE CALIFORNIA STREET LANDFILL**

EXHIBIT A

SCOPE OF SERVICES

Scope of Services

Task 1

TDA will assist the City with determining the type and scope of CEQA document required for this project. This will be determined through meetings and correspondence with the agencies, companies and individuals which will have an interest in the project. TDA anticipates that several meetings with the interested parties will be required to secure input on the type of document that should be prepared and to acquire data for use in evaluating the proposed project. This proposal assumes that TDA will be provided the technical data and reports needed to prepare the CEQA document and that TDA is not responsible for any new technical studies or reports.

Once the scope and type of the document to be prepared is determined, TDA will provide the City with a draft project description for review. TDA will meet with the City to discuss comments on the project description and then finalize the description for use in the CEQA document and notifications to the public on the City's intent to prepare a CEQA document and make a CEQA determination on this project. The type of notification will be dependant on the type and scope of the CEQA document to be prepared.

Task 2

Utilizing data obtained in Task 1, TDA will prepare the evaluation sections of the document which are required by CEQA. The extent of the evaluation will be dependent on the scope and type of CEQA document to be prepared. The evaluation sections, including any CEQA mandated sections and comments received from the public review, will be combined with the project description to comprise a draft CEQA document. The draft document will be provided to the City for review and comment. TDA will meet with the City to discuss the revisions. TDA will make the agreed upon revisions to the document and assist the City with its distribution for public review. TDA will assist the City with all phases of the public review process including development of a mailing list of agencies and individuals that the City determines should receive a copy of the CEQA document for review.

Task 3

TDA will assist the City with responses to comments received during the public review and comment period. This includes meeting with any commenter, if necessary, to resolve the issues raised. TDA will assist the City with finalizing the CEQA document and preparation of a Mitigation Monitoring and Reporting Plan for consideration by the City's decision makers. TDA will assist the City with preparation of the necessary information packages for the decision makers and with processing the project with the decision makers. TDA will also assist the City with preparation and processing of the required notifications if the project is approved and a positive CEQA determination made.

This proposal assumes that no issues are raised during the comment period that requires the generation of a substantial amount of new data for inclusion into the CEQA document and, consequently, the recirculation of the document. This proposal does not include the preparation of an EIR.

**AGREEMENT TO FURNISH ENVIRONMENTAL REVIEW SERVICES
FOR THE ACCEPTANCE OF MOUNTAIN VIEW POWER PLANT FILTER CAKE
AT THE CALIFORNIA STREET LANDFILL**

EXHIBIT B

PROJECT SCHEDULE

Project Schedule

1. TDA will provide a draft preliminary Draft Initial Study within 30 days of receipt of an Authorization to Proceed and the data needed to prepare the CEQA document.
2. TDA will finalize the CEQA document and assist the City with notification and distribution of the CEQA document for a 30-day review within 2 weeks of receipt of the City's comments on the preliminary draft CEQA document.
3. TDA will assist the City with preparation of responses to comments, finalize the CEQA documents, and process the CEQA package with the City's decision makers. The length of time to complete this task will be dependent on the number and type of comments received and the City's schedule for processing the project with its decision makers.

**AGREEMENT TO FURNISH ENVIRONMENTAL REVIEW SERVICES
FOR THE ACCEPTANCE OF MOUNTAIN VIEW POWER PLANT FILTER CAKE
AT THE CALIFORNIA STREET LANDFILL**

EXHIBIT C

PROJECT FEE

Project Fee

Due to the uncertainties of the scope of work needed to complete this project, TDA will provide the services identified in Exhibit A on a time and expense basis at the rates provided in Exhibit D. TDA requests that the City provide the following budget that will be invoiced against to complete the tasks identified in Attachment A.

Budget	\$20,000. ⁰⁰
--------	-------------------------

**AGREEMENT TO FURNISH ENVIRONMENTAL REVIEW SERVICES
FOR THE ACCEPTANCE OF MOUNTAIN VIEW POWER PLANT FILTER CAKE
AT THE CALIFORNIA STREET LANDFILL**

EXHIBIT D

RATE SCHEDULE

Rate Schedule

TDA will invoice the work completed on a time and expense basis at the following rates:

Environmental Specialist	\$150.00 / hour
Regulatory Specialist	\$105.00 / hour
Environmental Specialist II	\$90.00 / hour
Ecologist / Biologist I	\$90.00 / hour
Environmental Specialist III	\$72.00 / hour
Biologist II	\$58.00 / hour
Biologist III	\$53.00 / hour
Admin / WP / Graphics	\$48.00 / hour

Other Direct Costs: All other direct costs (travel, supplies, printing, subcontracts, etc.) are charged at actual cost plus a 10 percent management/handling charge. Mileage will be billed at \$0.55 per mile.