

Robert E. Shannon
City Attorney of Long Beach
333 West Ocean Boulevard
Long Beach, California 90802-4664
Telephone (562) 570-2200

AGREEMENT

29033

THIS AGREEMENT ("Agreement") is entered into on FEBRUARY 22, 2005, between the CITY OF LONG BEACH, CALIFORNIA, a municipal corporation ("City"), and STATE OF CALIFORNIA, OFFICE OF ENVIRONMENTAL HEALTH HAZARD ASSESSMENT (OEHHA), whose address is: 1001 "I" Street, P.O. Box 4010, Sacramento, CA 95814-4010 ("Contractor").

Recitals:

A. The City requires specialized services requiring professional skills to be performed in connection with an analysis and review of the Health Risk Assessment of the Environmental Impact Report for the Sports Park project ("Project");

B. City has ascertained that Contractor and its employees are qualified, licensed, if so required, and experienced in performing such services;

C. Under a separate annual contractual agreement with the California State Water Resources Control Board (SWRCB), OEHHA provides consultative services to California's Regional Water Quality Control Boards (RWQCB) on health risks from exposure to hazardous materials at contaminated sites of which the RWQCBs have regulatory oversight authority for cleanup pursuant to State Water Resources Control Board Resolution No. 92-49 (as amended on April 21, 1994 and October 2, 1996) Policies and Procedures for Investigation and Cleanup and Abatement of Discharges Under Water Section 13304. In recent years, the number of contaminated sites requiring a human health risk assessment review far exceeded the RWQCBs' contractual ability to have the work performed by OEHHA. To fulfill this unmet need, OEHHA assists local governmental entities, upon request, in overseeing the determination of human health risks at various sites undergoing cleanup.

C. City desires to have Contractor perform these services;

D. Contractor is prepared to provide such services on the terms and conditions set forth in this agreement and attachments which are a part of this

1 agreement.

2 THE PARTIES AGREE as follows:

3 1. SCOPE OF WORK OR SERVICES.

4 A. Contractor shall furnish specialized services more
5 particularly set forth in Exhibit "A" attached to this Agreement in accordance with the
6 standards of the profession, and City shall pay for these services from time to time, in
7 due course of payments, as set forth in Exhibit "B" attached to this Agreement;
8 however, such payments shall not exceed Thirty Thousand Dollars \$30,000.00 during
9 the term of this Agreement. Any changes to Exhibit "A" and Exhibit "B" must be
10 approved in writing by the City Manager.

11 B. Contractor may select the time and place of performance
12 under this Agreement provided, however, that access to City documents, records, and
13 the like, if needed by Contractor, shall be available only during City's normal business
14 hours.

15 C. City shall pay Contractor in due course following receipt from
16 Contractor and approval by City Manager of invoices showing the services performed
17 and the name of the Project. Contractor shall certify on the invoices that Contractor has
18 performed the services in full conformance with this Agreement and is entitled to
19 receive payment. Each invoice shall be accompanied by a progress report indicating
20 the progress to date of services performed and covered by the invoice, including a brief
21 statement of any Project problems and potential causes of delay in performance, and
22 listing those services that are projected for performance by Contractor during the next
23 invoice cycle.

24 2. TERM. The term of this Agreement shall commence at 12:01 a.m.
25 on the date it is executed by the City Manager of the City of Long Beach, and shall
26 terminate at midnight one year thereafter, unless sooner terminated as provided in this
27 Agreement, or unless the services to be performed under this Agreement or the Project
28 are completed sooner.

1 3. COORDINATION AND ORGANIZATION.

2 Contractor shall coordinate performance under this Agreement with
3 City's representative and shall advise and inform City's representative of the work in
4 progress on the Project in sufficient detail so as to assist City's representative in making
5 presentations and in holding meetings for the exchange of information. For the
6 purposes of this Agreement, Contractor's key employee is **James Carlisle**, Senior
7 Toxicologist. Any change to the designated key employee must receive City's prior
8 written permission. For purposes of this Agreement, the City's key employee is **Amy**
9 **Bodek**.

10 4. INDEPENDENT CONTRACTOR. In performing services under this

11 Agreement, Contractor is and shall act as an independent contractor and not an
12 employee, representative, or agent of City. Contractor shall have control of Contractor's
13 work and the manner in which it is performed. Contractor shall be free to contract for
14 similar services to be performed for others during this Agreement provided, however,
15 that Contractor acts in accordance with Section 9 and Section 11 of this Agreement.
16 Contractor acknowledges and agrees that a) City will not withhold taxes of any kind
17 from Contractor's compensation, b) City will not secure workers' compensation or pay
18 unemployment insurance to, for or on Contractor's behalf, and c) City will not provide
19 and Contractor is not entitled to any of the usual and customary rights, benefits or
20 privileges of City employees. Contractor expressly warrants that neither Contractor nor
21 any of Contractor's employees or agents shall represent themselves to be employees
22 or agents of City.

23 5. INSURANCE. City agrees to accept evidence of self-insurance

24 from Contractor for all lines of insurance, including General Liability and Worker's
25 Compensation Insurance.

26 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement

27 contemplates the personal services of Contractor and Contractor's employees, and the
28 parties acknowledge that a substantial inducement to City for entering into this

1 Agreement was and is the professional reputation and competence of Contractor and
2 Contractor's employees. Contractor shall not assign its rights or delegate its duties
3 under this Agreement, or any interest in this Agreement, or any portion of it, without the
4 prior approval of City, except that Contractor may with the prior approval of the City's
5 Executive Director, assign any moneys due or to become due the Contractor under this
6 Agreement. Any attempted assignment or delegation shall be void, and any assignee
7 or delegate shall acquire no right or interest by reason of such attempted assignment or
8 delegation. Nothing stated in this Section 6 shall prevent Contractor from employing as
9 many employees as Contractor deems necessary for performance of this Agreement.

10 7. CONFLICT OF INTEREST. Contractor, by executing this
11 Agreement, certifies and shall obtain similar certifications from Contractor's employees
12 and approved subcontractors that, at the time Contractor executes this Agreement and
13 for its duration, Contractor does not and will not perform services for any other
14 government agency which would create a conflict, whether monetary or otherwise, as
15 between the interests of City and the interests of such other client.

16 8. MATERIALS. Contractor shall furnish all labor and supervision,
17 supplies, material, tools, machinery, equipment, appliances, transportation, and
18 services necessary to or used in the performance of Contractor's obligations under this
19 Agreement.

20 9. OWNERSHIP OF DATA. All materials, information and data
21 prepared, developed, or assembled by Contractor or furnished to Contractor in
22 connection with this Agreement, including but not limited to documents, estimates,
23 calculations, studies, maps, graphs, charts, computer disks, computer source
24 documentation, samples, models, reports, summaries, drawings, designs, notes, plans,
25 information, material, and memorandum ("Data") shall be the exclusive property of City.
26 Data shall be given to City, and City shall have the unrestricted right to use and disclose
27 the Data in any manner and for any purpose without payment of further compensation
28 to Contractor. Copies of Data may be retained by Contractor but Contractor warrants

1 that Data shall not be made available to any person or entity for use without the prior
2 approval of City. This warranty shall survive termination of this Agreement for five (5)
3 years. Contractor's obligation with regard to the provision of Data to City shall not apply
4 to Data (a) prepared by design professionals other than Contractor, or (b) use of a
5 program such as Word or other word-processing or graphic program purchased or
6 leased by Contractor under license from another source. City shall obtain its own
7 computer programs if required to use the Data to read or reproduce Data provided by
8 Contractor or its subcontractors. Any reuse or modification by City of any such
9 documents for purposes other than this Agreement without Contractor's prior approval
10 shall be at the City's sole risk and liability.

11 10. TERMINATION. Each party shall have the right to terminate this
12 Agreement for any reason or no reason at any time by giving fifteen (15) calendar days'
13 prior notice to the other party. In the event of termination under this Section, City shall
14 pay Contractor for services satisfactorily performed and costs incurred up to the
15 effective date of termination for which Contractor has not been previously paid. The
16 procedures for payment in Section 1.C. with regard to invoices shall apply. On the
17 effective date of termination, Contractor shall deliver to City all Data developed or
18 accumulated in the performance of this Agreement, whether in draft or final form, or in
19 process.

20 11. CONFIDENTIALITY. Contractor shall keep the Data confidential
21 and shall not disclose the Data or use the Data directly or indirectly other than in the
22 course of services provided hereunder during the term of this Agreement and for five
23 (5) years following expiration or termination of this Agreement without the consent of
24 City. In addition, Contractor shall keep confidential all information, whether written, oral,
25 or visual, obtained by any means whatsoever in the course of Contractor's performance
26 hereunder for the same period of time. Contractor shall not disclose any or all of the
27 Data to any third party, nor use it for Contractor's own benefit or the benefit of others
28 except for the purpose of this Agreement.

1 12. BREACH OF CONFIDENTIALITY. Contractor shall not be liable
2 for a breach of confidentiality with respect to Data that:

3 (a) Contractor demonstrates Contractor knew prior to the time
4 City disclosed it; or

5 (b) Is or becomes publicly available without breach of this
6 Agreement by Contractor; or

7 (c) A third party who has a right to disclose does so to
8 Contractor without restrictions on further disclosure; or

9 (d) Must be disclosed pursuant to subpoena or court order.

10 13. AMENDMENT. This Agreement, including all exhibits, shall not be
11 amended, nor any provision or breach hereof waived, except in writing signed by the
12 parties which expressly refers to this Agreement.

13 14. GOVERNING LAW. This Agreement shall be governed by and
14 construed pursuant to the laws of the State of California (except those provisions of
15 California law pertaining to conflicts of laws).

16 15. ENTIRE AGREEMENT. This Agreement, including all exhibits,
17 constitutes the entire understanding between the parties and supersedes all other
18 agreements, oral or written, with respect to the subject matter herein.

19 16. INDEMNITY. Contractor agrees to indemnify, defend and save
20 harmless the City, its agents, officers and employees only from and against any and all
21 liability, expense, including defense costs and legal fees, and claims for damages of
22 any nature whatsoever including, but not limited to, bodily injury, death, personal injury,
23 or property damage arising from or directly connected with the Contractor's review of
24 the assessment of human health and/or environmental risks at the Site which services
25 are more particularly described in Exhibit A.

26 17. AMBIGUITY. In the event of any conflict or ambiguity between this
27 Agreement and any exhibit, the provisions of this Agreement shall govern.

28 18. COSTS. If there is any legal proceeding between the parties to

1 enforce or interpret this Agreement or to protect or establish any rights or remedies
2 hereunder, the prevailing party shall be entitled to its costs and expenses, including
3 reasonable attorneys' fees.

4 19. NONDISCRIMINATION. In connection with performance of this
5 Agreement and subject to applicable rules and regulations, Contractor shall not
6 discriminate against any employee or applicant for employment because of race,
7 religion, national origin, color, age, sex, sexual orientation, AIDS, AIDS-related
8 condition, handicap, disability, or Vietnam Era veteran status. Contractor shall ensure
9 that applicants are employed, and that employees are treated during their employment,
10 without regard to these bases. Such actions shall include, but not be limited to, the
11 following: Employment, upgrading, demotion or transfer, recruitment or recruitment
12 advertising, layoff or termination, rates of pay or other forms of compensation, and
13 selection for training, including apprenticeship.

14 It is the policy of City to encourage the participation of
15 Disadvantaged, Minority and Women-owned Business Enterprises in City's
16 procurement process, and Contractor agrees to use its best efforts to carry out this
17 policy in the award of all approved subcontracts to the fullest extent consistent with the
18 efficient performance of this Agreement. Contractor may rely on written representations
19 by subcontractors regarding their status.

20 Compliance with the Americans with Disabilities Act of 1990 shall
21 be the sole responsibility of Contractor, and Contractor shall defend and hold the City
22 harmless from any expense or liability arising from Contractor's non-compliance
23 therewith.


24 20. REPORTING. Each June and December, or in the case of short-
25 term contracts, prior to application for final payment, Contractor agrees to submit
26 information relating to Contractor's and Contractor's subcontractors' status as to
27 Minority-Owned Business Enterprises ("MBE"), Women-Owned Business Enterprises
28 ("WBE") and Disadvantaged Business Enterprises ("DBE"), as defined in Section 8 of

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1 the Small Business Act (15 U.S.C. § 637).

2 21. NOTICES. Any notice or approval required under this Agreement
3 by either party shall be in writing and personally delivered or deposited in the U.S.
4 Postal Service, first class, postage prepaid, addressed to Contractor at the address first
5 stated above, and to the City of Long Beach at 333 West Ocean Boulevard, 3rd Floor,
6 Long Beach, California 90802, Attention: Amy Bodek. Notice of change of address
7 shall be given in the same manner as stated in this Agreement for other notices. Notice
8 shall be deemed given on the date deposited in the mail or on the date personal service
9 is obtained, whichever first occurs.

10 22. COPYRIGHTS AND PATENT RIGHTS.

11 A. Contractor shall place the following copyright protection on
12 all Data: © Redevelopment City of the City of Long Beach, California ~~2004~~ ²⁰⁰⁵ 

13 B. City reserves the exclusive right to seek and obtain a patent
14 or copyright registration on any Data or other result arising from Contractor's
15 performance of this Agreement.

16 C. Contractor warrants that to the best of its knowledge and
17 belief the Data does not violate or infringe any patent, copyright, trade secret or other
18 proprietary right of any other party. Contractor agrees to and shall protect, defend,
19 indemnify and hold City, the City of Long Beach, its officials and employees harmless
20 from any and all claims, demands, damages, loss, liability, causes of action, costs or
21 expenses (including reasonable attorneys' fees) whether or not reduced to judgment,
22 arising from any breach or alleged breach of this warranty. Contractor's warranty and
23 agreement to indemnify City with regard to the violation or infringement of any patent,
24 copyright, trade secret or other proprietary right regarding the use of Data shall not
25 apply to Data (a) prepared by design professionals other than Contractor, or (b) use of
26 a program such as Word or other word-processing or graphic program purchased or
27 leased by Contractor under license from another source. City shall obtain its own
28 computer programs if required to use the Data to read or reproduce Data provided by

1 Contractor or its subcontractors.

2 23. COVENANT AGAINST CONTINGENT FEES. Contractor warrants
3 that Contractor has not employed or retained any entity or person to solicit or obtain this
4 Agreement and that Contractor has not paid or agreed to pay any entity or person any
5 fee, commission, or other monies based on or from the award of this Agreement. If
6 Contractor breaches this warranty, City shall have the right to terminate this Agreement
7 immediately notwithstanding the provisions of Section 10 hereof or, in its discretion, to
8 deduct from payments due under this Agreement or otherwise recover the full amount
9 of such fee, commission, or other monies.

10 24. WAIVER. The acceptance of any services or the payment of any
11 money by City shall not operate as a waiver of any provision of this Agreement, or of
12 any right to damages or indemnity stated in this Agreement. The waiver of any breach
13 of this Agreement shall not constitute a waiver of any other or subsequent breach of
14 this Agreement.

15 25. CONTINUATION. Termination or expiration of this Agreement
16 shall not affect rights or liabilities of the parties which accrued pursuant to Sections 7,
17 10, 11, 17, 19, 23, and 29 prior to termination or expiration of this Agreement, and shall
18 not extinguish any warranties hereunder.

19 26. TAX REPORTING. As required by federal and state law, City is
20 obligated to and will report the payment of compensation to Contractor on Form 1099-
21 Misc. Contractor shall be solely responsible for payment of all federal and state taxes
22 resulting from payments under this Agreement. **Contractor's Employer Identification**
23 **Number is** [REDACTED]. Contractor acknowledges and agrees that City has no
24 obligation to pay Contractor under this Agreement until Contractor provides the above-
25 mentioned number.

26 27. ADVERTISING. Contractor shall not use the name of City, the City
27 of Long Beach, its officials or employees in any advertising or solicitation for business,
28 nor as a reference, without the prior approval of the City's Executive Director or

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1 designee.

2 28. AUDIT. City shall have the right at all reasonable times during the
3 term of this Agreement and for a period of three (3) years after termination or expiration
4 of this Agreement to examine, audit, inspect, review, extract information from, and copy
5 all books, records, accounts, and other documents of Contractor relating to the projects
6 performed by Contractor pursuant to this Agreement.

7 29. NO PECULIAR RISK. Contractor acknowledges and agrees that
8 the services to be performed under this Agreement do not constitute a peculiar risk of
9 bodily harm and that no special precautions are required to perform the services.

10 30. THIRD PARTY BENEFICIARY. This Agreement is intended by the
11 parties to benefit themselves only and is not in any way intended or designed to or
12 entered into for the purpose of creating any benefit or right for any person or entity of
13 any kind that is not a party to this Agreement.

14 THE PARTIES have executed this Agreement as of the date first provided
15 above.

16 CITY OF LONG BEACH, a municipal
17 corporation

18 2.22, 2005

19 By [Signature]
20 City Manager

21 STATE OF CALIFORNIA, OFFICE OF
22 ENVIRONMENTAL HEALTH HAZARD
23 ASSESSMENT (OEHHA)

24 2-1, 2005

25 By [Signature]
26 Val F. Stebal
27 Title: Chief Deputy Director

28 Approved as to form this 15th day of February, 2005.

ROBERT E. SHANNON, City Attorney

By [Signature]
Assistant City Attorney

EXHIBIT A
STATEMENT OF WORK

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EXHIBIT A
STATEMENT OF WORK

Background

The Office of Environmental Health Hazard (OEHHA) hereby enters into an agreement with the City of Long Beach to assist in overseeing the assessment of human health and/or environmental risks at various contaminated sites under the oversight of the City of Long Beach which has "local" oversight authority.

Under a separate annual contractual agreement with the California State Water Resources Control Board (SWRCB), OEHHA provides consultative services to the California RWQCBs on health risks from exposure to hazardous materials at contaminated sites of which the California RWQCBs have regulatory oversight authority for cleanup pursuant to State Water Resources Control Board Resolution No. 92-49 (As amended on April 21, 1994 and October 2, 1996) Policies and Procedures for Investigation and Cleanup and Abatement of Discharges Under Water Code Section 13304.

In recent years, the number of contaminated sites requiring a human health and/or environmental risk assessment review far exceeded the California RWQCBs' contractual ability to have the work performed by OEHHA. To fulfill this unmet need, OEHHA assists local governmental entities, upon request and under a separate agreement, in reviewing human health and/or environmental risks at various sites undergoing cleanup. The LA RWQCB has no fiscal or administrative responsibility under this agreement.

A. WORK REQUEST PROCESS

1. It is the responsibility of City of Long Beach to:
 - a. Provide a written work request to OEHHA containing:
 - 1) Description of the site, name/title, location/street address.
 - 2) Site project number, if applicable.
 - 3) Description of the type of review services requested including travel, conference calls, and meeting attendance, as needed.
 - 4) Work timetable and/or requested completion date.
 - 5) The name, title, telephone number, e-mail address and mailing address of the City of Long Beach Project Manager.
 - 6) The name, title, telephone number, e-mail address and mailing address of the Los Angeles Regional Water Quality Control Board (LA RWQCB) Project Manager.
 - 7) A listing of documents to be reviewed together with the documents themselves. All documents submitted to OEHHA will be accompanied by a work request.

- b. The City of Long Beach Project Representative will submit a work request to the OEHHA Project Administrative Contact for each site and/or document for program assignment and cost estimation when requested.
- c. Serve as liaison between OEHHA and LA RWQCB and will oversee and coordinate all work activities.
- d. Compensate OEHHA in accordance with OEHHA's Integrated Risk Assessment Section Schedule of Hourly Rates (Exhibit B) plus necessary travel expenses and per diem.
 - 1) Payment for services performed under this agreement shall be based upon number of hours consultation; necessary travel time; and, associated travel and per diem costs incurred.
 - 2) Any reimbursement of costs for associated travel and per diem shall be at the rates not to exceed those amounts paid to the State's represented employees under collective bargaining agreements currently in effect.

B. WORK TO BE PERFORMED

- 1. When requested and as specified in a work request submitted by the City of Long Beach Project Representative, it is the responsibility of OEHHA to perform the following services:
 - a. Assist the City of Long Beach staff in planning and coordinating meetings with responsible parties (RP) and/or their consultants. Provide necessary information to the City of Long Beach Project Manager, unless directed otherwise via the work request, to develop risk assessments for specific cleanup sites.
 - b. Inspect, when requested by the City of Long Beach Project Representative, contaminated sites in order to evaluate the appropriateness of the proposed conceptual site model and/or other aspects of the risk assessment.
 - c. Review risk assessments submitted, under cover of a work request, to OEHHA by the City of Long Beach Project Representative. OEHHA shall review, evaluate and make written recommendations for revisions, or approve the assessment as submitted to the City of Long Beach and LA RWQCB Project Managers. In the event of subsequent revisions by the City of Long Beach, OEHHA shall review and evaluate any such revisions to provide approval of the overall assessment documents by the mutually agreed upon completion date stated on the work request.
 - d. Provide consultation services to City of Long Beach staff, LA RWQCB and Responsible Party (RP) and/or consultants on issues concerning human health risks during all phases of the process as specified in the work request.
 - e. When requested, provide expert testimony concerning OEHHA's review and consultation on behalf of the City of Long Beach and LA RWQCB at council or board hearings and courtroom proceedings during the term of this agreement.
 - f. Provide general human health and environmental health risk assessment assistance and training when specified on a work request.
 - g. OEHHA shall send a memorandum providing comments and recommendations to City of Long Beach and LA RWQCB upon

completion of the work and within the timeframe as specified in the work request.

- h. Record all time and activities spent on the project and provide these records to the City of Long Beach upon their request.
- i. Prepare invoices to include the contract number, work request and/or site reference number, a brief description of work performed, number of hours and costs by position and travel and per diem if applicable. Invoices shall be submitted in duplicate not more frequently than monthly in arrears to:

City of Long Beach
Financial Management Department
Attention: Accounts Payable
333 West Ocean Boulevard, 6th Floor
Long Beach, CA 90802

C. CONTACTS:

- 1. The Project Representatives during the term of this agreement will be:

City of Long Beach Department of Community Development	Office of Environmental Health Hazard Assessment
Attention: Amy J. Bodek	Attention: Jim Carlisle
Address: 333 West Ocean Blvd. Long Beach, CA 90802	Address: 1001 I Street P.O. Box 4010 Sacramento, CA 95812
Phone: (562) 570-6479	Phone: (916) 323-2635
E-Mail: a_bodek@longbeach.gov	E-Mail: jcarlisle@oehha.ca.gov

- 2. The Project Administrative Contacts during the term of this agreement will be:

City of Long Beach Department of Community Development	Office of Environmental Health Hazard Assessment
Attention: Amy Bodek	Attention: Arlene Nishimura
Address: 333 West Ocean Blvd. Long Beach, CA 90802	Address: 1001 I Street P.O. Box 4010 Sacramento, CA 95812
Phone: (562) 570-6479	Phone: (916) 324-3732
E-Mail: a_bodek@longbeach.gov	E-Mail: anishimu@oehha.ca.gov

- 3. The Contract Representatives during the term of this agreement will be:

City of Long Beach City Attorney of Long Beach	Office of Environmental Health Hazard Assessment
Attention: Robert E. Shannon	Attention: Patty Foey
Address: 333 West Ocean Blvd. 11 th Floor	Address: 1001 I Street P.O. Box 4010

Long Beach, CA 90802-4664	Sacramento, CA 95812
Phone: (562) 570-2200	Phone: (916) 324-6440
E-Mail: cityattorney@longbeach.gov	E-Mail: pfoey@oehha.ca.gov

All inquires regarding work to be performed should be directed to the Project Administrative Contacts. The parties may change their respective contacts upon providing ten (10) days written notice to the other party.

EXHIBIT B
OFFICE OF ENVIRONMENTAL HEALTH HAZARD ASSESSMENT
INTEGRATED RISK ASSESSMENT SECTION (IRAS)
SCHEDULE OF HOURLY RATES

For the period covering July 1, 2004 – June 30, 2005:

Position	Hourly Rate
Supervising Toxicologist	\$175
Senior Toxicologist	166
Staff Toxicologist (Specialist)	159
Staff Toxicologist (Bilingual/Spanish)	161
Associate Toxicologist	131
Research Scientist Supervisor I	159
Research Scientist I	119
Hazardous Substances Scientist	117
Associate Governmental Program Analyst	110
Office Technician (Typing)	66

For the period covering July 1, 2005 – June 30, 2006:

Position	Hourly Rate
Supervising Toxicologist	\$180
Senior Toxicologist	172
Staff Toxicologist (Specialist)	164
Staff Toxicologist (Bilingual/Spanish)	166
Associate Toxicologist	135
Research Scientist Supervisor I	164
Research Scientist I	123
Hazardous Substances Scientist	121
Associate Governmental Program Analyst	113
Office Technician (Typing)	68

The above hourly rates include costs for personnel services, benefits, and indirect/overhead costs. Hourly rates exclude travel and per diem costs.

Payment for services performed under this agreement shall be based upon: 1) number of hours of consultation; 2) necessary travel time; 3) associated travel and per diem costs incurred.

Any reimbursement of costs for associated travel and per diem shall be at the rates not to exceed those amounts paid to the State's represented employees under collective bargaining agreements currently in effect.