

CONTRACT SUMMARY SHEET

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

DATE: 11/9/2022

(PLEASE DO NOT STAPLE THE CONTRACT FOR THE CLERK'S FILE)

FORM MUST BE TYPEWRITTEN

FROM (DEPARTMENT): CITY PLANNING

CONTACT PERSON: TIFFANY BUTLER PHONE: (213) 978-1283

CONTRACT NO.: C-141883 COUNCIL FILE NO.: _____

ADOPTED BY COUNCIL: _____

DATE

APPROVED BY BPW: _____

DATE

NEW CONTRACT
AMENDED AND RESTATED _____
ADDENDUM NO. _____
SUPPLEMENTAL NO. _____
CHANGE ORDER NO. _____
AMENDMENT _____

CONTRACTOR NAME: SONOMA TECHNOLOGY, INC.

TERM OF CONTRACT: April 1, 2022 THROUGH: March 31, 2025

TOTAL AMOUNT: \$ _____

PURPOSE OF CONTRACT:

Independent air quality monitoring services for Sunshine Canyon Landfill

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

CONTRACT NUMBER C-141883

BETWEEN

THE CITY OF LOS ANGELES,
COUNTY OF LOS ANGELES

AND

SONOMA TECHNOLOGY, INC.

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CONTRACT NUMBER C-141883

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"), acting by and through the Los Angeles City Planning Department, the County of Los Angeles (hereinafter referred to as "County"), acting by and through 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 "Consultant", "Consultant" or "STI"), with reference to the following:

RECITALS

1. 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
2. The Ordinance, under Condition No. [Q] C.10.a., requires the hiring of an Independent Air Quality Consultant; and
3. On February 6, 2007, the County certified an Addendum to the previously certified FSEIR and Final Environmental Impact Report (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
4. 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

5. County has elected to use the City's procurement process for the hiring of this Independent Air Quality Consultant; and

6. City, pursuant to Charter Section 372, issued a Request for Proposals (RFP) on October 22, 2021, seeking firms to provide third-party air quality monitoring services; and

7. On behalf of the two Directors of Planning, Departments 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

8. 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

9. As required by the terms of the Ordinance and CUP Condition, the Sunshine Canyon Landfill operator and owner Browning-Ferris Industries of California, Inc. ("BFI"), a wholly owned subsidiary of Republic Services, Inc., herein has agreed to pay for the services to be performed by STI under this Contract. Said payment obligation is set forth in a separate Reimbursement Agreement (Reimbursement Agreement) entered into between City, County and BFI. A copy of the Reimbursement Agreement as Appendix 4, is attached to this Contract (Contract), and incorporated herein as though fully set forth; and

NOW, THEREFORE, in consideration of the promises, covenants, representations, and agreements set forth herein, the parties hereby covenant, represent, and agree as follows:

1. PURPOSE AND SCOPE

1.1 Purpose

The purpose of the Contract is for Consultant to conduct an ambient air monitoring program at two existing sites (at the Sunshine Canyon Landfill and at the Van Gogh Elementary School) that was 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. The detailed Statement of Work is provided in Appendix 2.

1.2 Services to Be Provided

As directed by City, Consultant agrees to provide an online training portal for City employees and the other services set forth in Appendix 2, Statement of Work, which is hereby incorporated into this Contract by reference, and perform such other

functions as further articulated in this Contract.

1.3 Modifications

Any modifications in the terms and/or conditions to this Contract shall require the execution of an amendment, approved and signed by an authorized representative of both City and Consultant. If Consultant performs any modification without a written amendment, City shall neither pay for, nor be obligated to accept said modification.

2. NOTICES AND TERM

2.1 Representatives of the Parties and Service of Notices

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

2.1.1 The representative of the City will be, unless otherwise stated in the Contract:

Los Angeles City Planning Department
200 North Spring Street, Room 525 Los Angeles, CA 90012
Attention: Tiffany Butler, Contract Administrator
T: (213) 978-1283 email: Tiffany.Butler@lacity.org

2.1.2 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: Edgar De La Torre, Contract Administrator
T: (213) 974-6483 email: EDeLaTorre@planning.lacounty.gov

2.1.3 The representative of the Consultant shall be:

Jane Harre, Controller
Sonoma Technology, Inc. (STI)
1450 N. McDowell Blvd., Suite 200 Petaluma, CA 94954-6503
T: (707) 665-9900 e-mail: contracting@sonomatech.com

2.2 Formal notices, demands and communications required hereunder by either party shall be made in writing, directed to the representatives listed above, and may be affected by email, personal delivery or by registered or certified mail, postage prepared, return receipt and will be deemed communicated as of the date of mailing or date email is sent.

2.3 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.

2.4 Time of Performance: The term of this Contract shall commence on April 1, 2022 and shall end on March 31, 2025, subject to the termination provisions herein.

2.5.1. Ratification Clause: Due to the need for Consultant's services to be provided continuously on an ongoing basis, Consultant may have provided services prior to the execution of this Contract. To the extent that said services were performed in accordance with the terms and conditions of this Contract, those services are hereby ratified.

3. PAYMENT AND INVOICING

3.1 Payment Terms and Deliverables

3.1.1 Consultant's compensation for services provided under this Contract shall not exceed \$420,062 for the term of this Contract for the "Core" ambient air monitoring program, including data analyses, reporting, and meeting attendance, In accordance with Appendix 2, which is attached hereto and incorporated herein by reference, the total costs is inflated by 4% each year for the second and third years of the of this Agreement (such increase shall take effect without prior written approval from City/County and BFI). Consultant shall request such approval from the City/County at least sixty (60) days before the expenditures exceed the stated (Appendix 2) Annual Limit. If objective unforeseen circumstances prevent Consultant from providing such advance notice, Consultant shall provide as much advance notice as possible under the circumstances.

3.1.2 Consultant's compensation for services provided under this Contract for the volatile organic compounds (VOC) and carbonyl samplings program, which includes all laboratory fees, STI data management/analysis/reporting, and all materials and other direct costs (M&ODC) associated with the VOC and carbonyl sampling, shall not exceed \$155,844.

3.1.3 Optional Tasks – Year 1:

- i. The total cost to upgrade the AE21 aethalometer (BC Instrument) to the AE33, which includes the purchase, installation, implementation of the

- landfill monitoring sites, shall not exceed \$68,629.
- ii. The total cost of the Community Site relocation plan shall not exceed \$7,179.
- iii. The total cost of the Additional Wind Monitor shall not exceed \$17,826.
- iv. The total cost for Air Quality Monitoring at North Landfill Site Option A, shall not exceed \$123,016.
- v. The total cost for Air Quality Monitoring at North Landfill Site Option B shall not exceed \$64,985.

Should the Optional Tasks further described in Appendix 3 be approved by all Parties (City, County and BFI), a contract modification through a written Change Order will be administered which may include updated pricing at the start of the approved work as agreed upon by all Parties.

3.1.4 Consultant understands and agrees that its compensation for services performed and any associated costs under this Contract shall be paid by the Sunshine Canyon Landfill operator, BFI, pursuant to the Reimbursement Agreement, in accordance with the terms of this Contract 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 Contract, and Consultant will have no recourse against City and/or County for BFI failure to pay.

3.1.5 Consultant shall be compensated on an hourly basis for services performed in accordance with this Contract. 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 Contract as Appendix 3.

3.1.6 Consultant shall be reimbursed for expenses incurred in the performance of this Contract 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 Contract without prior written consent of City/County.

3.2 Invoices

3.2.1 Invoices must be submitted by email to:

Anthony Kim, SCL Contract Administrator
Los Angeles City Planning Department
planning.invoices@lacity.org

3.2.2 Consultant shall submit monthly invoices for services performed under this Contract and for expenses for which reimbursement is requested. Invoices

shall be submitted to City/County for review with a complete copy to BFI. Subject to the provisions of this Section and other applicable provisions of this Contract, BFI shall pay all undisputed amounts invoiced by Consultant within 45 days of invoicing and upon receipt of the approval letter from City/County.

Consultant shall submit invoices that conform to City standards and include, at a minimum, the following information:

- i. Name and address of Consultant;
- ii. Date of the invoice, invoice number and the period covered;
- iii. Reference to the contract number for this Contract;
- iv. Description of the services performed and the amount due for the services during the billing period;
- v. Name(s) of all Consultant's personnel (including any approved sub-consultants) performing the services, the number of hours worked for each person, and the hourly rate for each person;
- vi. 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.
- vii. Total amount due and remaining balance for each program during the contract year;
- viii. Signed by a duly authorized officer;
- ix. Remittance Address (if different from Consultant's address);
- x. Description of charges for additional services for which Consultant has received prior authorization from City/County and BFI in accordance with the terms of this Contract.

3.2.3 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.

3.2.4 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, in writing, 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.

3.2.5 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

3.2.6 City/County shall be responsible for monitoring Consultant's work, evaluating Consultant's invoices, and providing authorization letters to BFI, for payments by BFI once approved.

3.2.7 City/County shall promptly notify Consultant of any disputed amount invoiced by Consultant.

3.2.8 In the event of such a dispute, City/County shall instruct BFI to withhold disputed amounts from payments to Consultant pending resolution of such disputes in accordance with the provisions of this Contract and the Reimbursement Agreement attached herein.

3.2.9 Failure to adhere to these policies may result in nonpayment or non-approval of demands, pursuant to Charter Section 262(a), which requires the Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies, or equipment received by any City office or department, and to approve demands before they are drawn on the Treasury.

4. RESPONSIBILITIES OF CONSULTANT

4.1. Ambient Air Monitoring "Core" Program

4.1.1 Consultant shall continue building upon the current baseline pollutant data monitoring protocol and ensure high data quality and validity with data capture rates of 90% or above on average.

4.1.2 Consultant shall ensure all instruments, including 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.

4.1.3 Consultant shall audit the wind sensing system(s) regularly but no less than two times per year, and routine maintenance shall be performed per manufacturer's specifications.

4.1.4 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.

4.1.5 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 BFI shall be obtained before any equipment upgrades will be purchased and implemented.

4.1.5 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.

4.2 Analyses and Reporting

4.2.1 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.

4.2.2 Consultant shall compare the monitoring results to the emissions estimates from the final supplemental environmental impact report (FSEIR).

4.2.3 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 a description of field operations conducted during that month and a short narrative describing the monitoring status and any issues.

4.2.4 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 each 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.

4.2.4.1 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.

4.2.4.2 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.

4.2.4.3 Quarterly and Annual reports shall include a one-page summary sheet outlining project background/objectives, definitions/project descriptions, and high-level project results that summarizes key project information..

4.3 Meetings

4.3.1 Consultant shall attend two SCL-TAC meetings per year shall present a brief update to the TAC on the status of the ambient air monitoring program at these meetings.

4.3.2 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.

4.4 VOC And Carbonyl Monitoring

4.4.1 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:

4.4.1.2 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, Xylene (BTEX) and Vinyl Chloride. Data capture/completion rate will be based on valid data, with data of poor or questionable quality excluded;

4.4.1.3 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;

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. VOC and carbonyl sampling will commence when determined by the City/County and will have a 12-month duration, and therefore, follow a unique annual project schedule. Monthly invoices, based on the budget amount listed in Section 3.1.2, will commence on after the first month and conclude 12 months from the task start date.

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.

5. DATA SECURITY AND PRIVACY

5.1 Data Ownership

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.

5.2 Compliance with Privacy Laws

Consultant shall ensure that Consultant's performance of Consultant's obligations under this Contract complies with all applicable local, state, and federal privacy laws and regulations, including, but not limited to, laws relating to consent to make visual and audio recordings of individuals and consent to collect information from individuals. If this Consultant or any practices which could be, or are, employed in performance of this Contract are inconsistent with or do not satisfy the requirements of any of these privacy laws and regulations, City/County and Consultant shall in good faith execute an amendment to this Contract sufficient to comply with these laws and regulations and Consultant shall complete and deliver any documents necessary to compliance.

5.3 Confidential Information

Consultant understands that all original material, whether written or readable by machine, including written or recorded data, documents, graphic displays, reports, and other documentation or other materials which contain information relating to Consultant's performance hereunder are considered confidential property of City.

Consultant understands the sensitive nature of the above and therefore agrees that neither its officers, partners, employees, agents, contractors or subconsultants will release, disseminate, or otherwise publish said reports or other such data, information, documents, graphic displays, nor other materials except as provided herein or as authorized, in writing, by City/County's representatives. This section shall remain in effect after the termination of this Contract until such time as the Confidential Information has been released by City/County. Consultant must submit a signed copy of the **Confidentiality Agreement**, that is attached hereto as **Appendix 5**, and incorporated herein, and require it from each subconsultant. The provisions of this subsection shall survive expiration or termination of this Contract.

5.4 Provision of Data

Upon termination of this Contract for any cause or reason (including City/County's breach), Consultant shall provide City/County with a copy of all City/County Data in Consultant's possession in a mutually agreeable machine-readable format.

5.5 Data, Development, and Access Point Location

Storage of City/County Data shall be located in the continental United States of America. Consultant shall not allow its personnel or contractors to store City/County Data on portable devices, including personal computers, except for devices that are used and kept only at Consultant's continental United States of America headquarters or data centers. Consultant shall neither access, nor allow a third party to access systems housing City/County Data from any location outside of the continental United States of America. Notwithstanding anything to the contrary in this Contract, and only after obtaining prior written approval of City/County, Consultant may grant personnel and contractors located outside the continental United States remote read-only access to City/County Data only as required to provide other technical support in relation to the services contemplated herein. Consultant shall obtain the City/County's prior written approval for each of its employees, contractors, officers, partners, consultants, principals, agents, affiliates, or subsidiaries who are essential for the purpose of providing the services under this Contract ("Authorized Persons"). When Consultant submits a request for City/County's prior written approval, it shall describe the proposed Authorized Person's role and the necessity for the proposed Authorized Person to access City/County Data. Consultant shall at all times cause such Authorized Persons to abide strictly by Consultant's obligations under this Contract and the industry standards for information security. Consultant hereby agrees that only Authorized Persons who are bound in writing by confidentiality and other obligations sufficient to protect City/County Data in accordance with the terms and conditions of this Contract will access City/County Data and will do so only for the purpose of enabling Consultant to perform its obligations under this Contract.

5.6 Data Breach

Consultant shall protect City/County Data using the most secure means and technology

that is consistent with industry standards for the type of data at issue. Consultant shall notify City/County as soon as reasonably feasible, but in any event within twenty-four (24) hours in writing and telephonically of Consultant's discovery or reasonable belief of any unauthorized access of City/County Data ("Data Breach"), or of any incident affecting, or potentially affecting City/County Data related to cyber security ("Security Incident"), including, but not limited to, denial of service attack, system outage, instability, or degradation due to computer malware or virus. Consultant shall begin remediation immediately. Consultant shall provide daily updates, or more frequently if required by City/County, regarding findings and actions performed by Consultant until the Data Breach or Security Incident has been effectively resolved to City's satisfaction. Consultant shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with City. If directed by City/County, Consultant shall retain an independent third party to conduct the investigation at Consultant's sole cost. At City/County's sole discretion, City/County and/or its authorized agents shall have the right to lead or participate in the investigation. Consultant shall cooperate fully with City/County, its agents and law enforcement. Consultant is responsible for all costs associated with a Data Breach or Security Incident, including, if directed by City/County, the provision of identity theft protection and/or credit monitoring services to individuals affected by the Security Incident. If required by law or directed by City/County, Consultant will be responsible for notifying individuals impacted by the Security Incident or Data Breach, with City/County having final approval of the content of the notification. In the event City/County incurs any costs related to the breach referenced above, City/County will seek reimbursement from Consultant or reduce Consultant's invoice for costs associated with breach of security

5.7 Data Breach Liability

If City/County is subject to any claims relating to any Data Breach or Security Incident, Consultant shall fully indemnify and hold harmless City/County and defend City/County against any such claims, including reimbursement of any costs incurred by City/County relating to those claims. This obligation is in addition to any of Consultant's other indemnification obligations in this Contract.

5.8 Firewalls and Access Controls and Precautions

Consultant shall use precautions, including, but not limited to, physical software and network security measures, employee screening, training and supervision, and appropriate agreements with employees to:

5.8.1 Prevent anyone other than City/County, Consultant, and authorized City or Consultant personnel from monitoring, using, gaining access to, or learning the import of City Data;

5.8.2 Protect appropriate copies of City/County Data from loss, corruption, or unauthorized alteration; and

5.8.3 Prevent the disclosure of City/County and Consultant passwords and other access control information to anyone other than authorized City personnel.

5.9 Security Best Practices

Consultant shall implement the following security best practices with respect to any service provided:

5.9.1 Least Privilege: Consultant shall authorize access only to the minimum amount of resources required for a function.

5.9.2 Separation of Duties: Consultant shall divide functions among its staff members to reduce the risk of one person committing fraud undetected.

5.9.3 Role-Based Security: Consultant shall restrict access to authorized users and base access control on the role a user plays in an organization.

5.10 Access Restrictions

Consultant shall restrict the use of, and access to, administrative credentials for City accounts and Consultant's systems to only those of Consultant's employees and other agents whose access is essential for the purpose of providing the services of this Contract. Consultant shall require these personnel to log on using an assigned username and password when administering City accounts or accessing City Data.

5.11 Right of Audit by City

Without limiting any other audit rights of City/County, City/County may review Consultant's data privacy and data security program prior to the commencement of this Contract and from time to time during the term of this Contract. During the performance of this Contract, on an ongoing basis from time to time and without notice, City, may, by itself or by retaining a certified public accounting firm or information security professional, perform, or have performed, an on-site audit of Consultant's data privacy and information security program. In lieu of an on-site audit, at City's discretion and upon request by City/County, Consultant agrees to complete, within fourteen (14 days) of receipt, an audit questionnaire provided by City regarding Consultant's data privacy and information security program.

5.12 Written Information Security Policy

Consultant shall establish and maintain a formal, documented, mandated, company-wide information security program, including security policies, standards, and procedures (collectively "Information Security Policy"), and communicate the Information Security Policy to all of its respective employees and contractors in a relevant, accessible, and understandable form. Consultant shall regularly review and evaluate the Information Security Policy to ensure its operational effectiveness, compliance with all applicable laws

and regulations, and to address new threats and risks. Upon execution of this Contract and thereafter within three (3) business days of City's request, Consultant shall make available for City/County's review Consultant's Information Security Policy and any related SOC audits, information security certifications, or other evidence that Consultant has in place appropriate policies and procedures regarding information protection and security.

5.13 Change in Service

Consultant shall notify City/County of any changes, enhancement, and upgrades to Consultant's systems, or changes in other related software services, as applicable, which can impact the security of the services.

6. TERMINATION AND SUSPENSION

6.1. 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 affect such termination. Thereafter, Consultant shall have no further claims against the City/County and BFI 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.

6.2. Termination For Breach of Contract

6.2.1 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.

6.2.2 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.

6.2.3 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.

6.2.4 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.

6.2.5 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.

6.2.6 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.

6.2.7 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.

6.2.8 The amount due to the Consultant by reason of termination shall be determined as follows:

6.2.8.1 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.

6.2.8.2 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 BFI in completing that part of the Work that is in default.

6.2.9 In addition to the amount stipulated in section 6.2.8, BFI shall also be entitled to recover for all other damages as provided by law from Consultant.

6.2.10 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.

6.3. 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.

7. 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.

8. CONTRACTOR EVALUATION PROGRAM

At the end of this Contract, the City/County may 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 may 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.

9. 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.

10. STANDARD PROVISIONS FOR CITY CONTRACTS

10.1. Standard Provisions for City Contracts

Consultant agrees to, and shall comply with, the Standard Provisions for City Contracts (Rev. 9/22) [v.1], which are attached hereto as Appendix 1 and made a part hereof as though fully set forth herein.

10.2. Disclosure of Border Wall Contracting

Consultant shall comply with Los Angeles Administrative Code ("LAAC") Section 10.50 et seq., "Disclosure of Border Wall Contracting." City may terminate this Agreement at any time if City determines that Consultant failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in LAAC Section 10.50.1.

11. MISCELLANEOUS

11.1. Insurance

Consultant shall maintain the level of insurance required in the completed Form Gen. 146, Required Insurance and Minimum Limits, which is attached as [Exhibit 1] to Appendix 1, Standard Provisions for City Contracts (Rev. 9/22) [v.1]. The insurance must name City as additional insured with respect to liability coverage. No policies or certificates with respect to such insurance may be cancelled or materially changed without at least 30 days' prior written notice by the respective insurer to City.

11.2. Separation Assistance

In the event of separation, Consultant shall provide separation assistance to City to facilitate separation. Consultant shall further guarantee elimination from Consultant's services of all City Data upon separation.

11.3. Consultant's Personnel & Subconsultants

Except as expressly provided in Subsection 12.3.1 below, Consultant shall use its own employees to perform the services described in this Contract. City shall have the right to review and approve any personnel who are assigned to work under this Agreement. If City has concerns about the performance of any personnel assigned to perform services under this agreement, City and Consultant shall meet and attempt to resolve such concerns.

11.3.1 Subconsultants

Consultant may utilize subconsultants to assist in performance of this Contract. Notwithstanding the fact that Consultant may utilize subconsultants, Consultant shall remain responsible for performing all aspects of this Contract.

City/County has the right to approve Consultant's subconsultants and City reserves the right to request replacement of a subconsultant. City does not have any obligation to pay subconsultants and nothing herein creates any privity between City and the subconsultants. Nothing herein is intended to create a third-party beneficiary in any subconsultant.

11.4. Non-Exclusive Agreement

Consultant understands and agrees that this is a non-exclusive Contract to provide services to City/County and that City/County has entered into contracts with other contractors and will continue to do so. City/County may terminate this Contract and use any of the contractors with whom City/County has current or future contracts and, therefore, City/County cannot estimate nor guarantee the volume or amount of work to be received by Consultant under this Contract.

11.5. Consultant's Interaction with the Media; Publicity

Consultant shall refer all inquiries from the news media to City, shall immediately contact City to inform City of the inquiry, and shall comply with the procedures of City's Public Affairs staff regarding statements to the media relating to this Contract or Consultant's services hereunder.

11.6. Ambiguity

No ambiguity in this Contract may be interpreted against any one party by virtue of that party being drafter of the Contract. The parties acknowledge that they have read and understood this Contract and had the opportunity to consult with counsel of their choosing regarding this Contract.

11.7. Entire Agreement

This Contract, including all Appendices and documents incorporated herein by inclusion or by reference, contains the full and complete Contract between the parties. No verbal agreement or conversation with any officer or employee of either party will affect or modify any of the terms and conditions of this Contract.

11.8. Order of Precedence

In the event of any inconsistency between the provisions in the body of this Contract and the appendices, the provisions in the body of this Contract take precedence, followed by Appendix 1, Standard Provisions for City Contracts (Rev. 9/22) [v.1] , followed by any other exhibits or attachments to this Contract in the order in which they are attached.

This Contract may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original

but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by City/County) and sent by e-mail shall be deemed original signatures.

12. INCORPORATION OF APPENDICES

The following Appendices are hereby incorporated into and made a part of this Contract 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 Contract.

Appendix 1	Standard Provisions for City Personal Services Contracts (Rev. 9/22) [v.1]
Appendix 2	Statement of Work
Appendix 3	Consultant's Fee Schedule
Appendix 4	Reimbursement Agreement
Appendix 5	Confidentiality Agreement

In witness thereof, the parties hereto have caused this instrument to be executed by their duly authorized representatives

For the City of Los Angeles

For the County of Los Angeles

BY: *Lisa M. Webber*
Lisa M. Webber (Nov 3, 2022 09:17 PDT)

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

BY: *Jon Sanabria*
Jon Sanabria (Oct 27, 2022 11:53 PDT)

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

Nov 3, 2022

Date

Oct 27, 2022

Date

For Sonoma Technology Inc.

BY: *[Signature]*

Hilary Hafner
Chief Operating Officer

BY: *Lyle R. Chinkin*
Lyle R. Chinkin (Oct 24, 2022 11:20 PDT)

Lyle R. Chinkin
Chief Executive Officer

Oct 24, 2022

Date

Oct 24, 2022

Date

APPROVED AS TO FORM:

Brent L. Nichols, City Attorney
BY: *Brent L. Nichols*
Brent L. Nichols (Nov 3, 2022 09:50 PDT)

Nov 3, 2022

Date

Roland Trinh, County Counsel:
BY: *[Signature]*

Nov 3, 2022

Date

ATTEST: City Clerk

Holly L. Wolcott

BY: *[Signature]* 

11/09/2022

Date

APPENDIX I

Standard Provisions for City Contracts (Rev. 9/22) [v.1]

STANDARD PROVISIONS FOR CITY CONTRACTS

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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

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

PSC-2. Applicable Law, Interpretation and Enforcement

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to **CONTRACTOR**.

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

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

PSC-3. Time of Effectiveness

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

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

PSC-4. Integrated Contract

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in the provisions of PSC-5 hereof.

PSC-5. Amendment

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-3.

PSC-6. Excusable Delays

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of **CONTRACTOR** shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both **CONTRACTOR** and Subcontractor, and without any fault or negligence of either of them. In such case, **CONTRACTOR** shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit **CONTRACTOR** to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event **CONTRACTOR'S** delay or failure to perform arises out of a Force Majeure Event, **CONTRACTOR** agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

PSC-7. Waiver

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

PSC-8. Suspension

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** shall immediately cease the services suspended and shall not incur any additional obligations, costs or expenses to **CITY** until **CITY** gives written notice to recommence the services.

PSC-9. Termination

A. Termination for Convenience

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

B. Termination for Breach of Contract

1. Except as provided in PSC-6, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may give **CONTRACTOR** written notice of the default. **CITY'S** default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of **CITY**. Additionally, **CITY'S** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the default, which shall be submitted to **CITY** within the time period allowed by **CITY**. At **CITY'S** sole discretion, **CITY** may accept or reject **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of

services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.

3. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.
4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.
5. Acts of Moral Turpitude
 - a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").
 - b. If **CONTRACTOR** or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, **CITY** may immediately terminate this Contract.
 - c. If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'S** ability to perform under the terms of this Contract.
 - d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

- e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.
- 6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.
- 7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.
- 8. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

PSC-10. Independent Contractor

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

PSC-11. Contractor's Personnel

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

CONTRACTOR shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR'S** Subcontractors, and **CITY** reserves the right to request replacement of any

Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

PSC-12. Assignment and Delegation

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

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

PSC-13. Permits

CONTRACTOR and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance of this Contract. **CONTRACTOR** shall immediately notify **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to **CONTRACTOR'S** performance of this Contract.

PSC-14. Claims for Labor and Materials

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

PSC-15. Current Los Angeles City Business Tax Registration Certificate Required

For the duration of this Contract, **CONTRACTOR** shall maintain valid Business Tax Registration Certificate(s) as required by **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

PSC-16. Retention of Records, Audit and Reports

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by **CITY**. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by **CITY**, (2) the expiration of this Contract or (3) termination of this Contract. The records will be subject to examination and audit by authorized **CITY** personnel or **CITY'S** representatives at any time. **CONTRACTOR** shall provide any reports requested by **CITY** regarding

performance of this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, **CONTRACTOR** may, upon **CITY'S** written approval, submit the required information to **CITY** in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

PSC-17. Bonds

All bonds required by **CITY** shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 *et seq.*, as amended from time to time.

PSC-18. Indemnification

Except for the active negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **CONTRACTOR** shall defend, indemnify and hold harmless **CITY** and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits 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 **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by **CONTRACTOR**, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-19. Intellectual Property Indemnification

CONTRACTOR, at its own expense, shall defend, indemnify, and hold harmless the **CITY**, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits 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 **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its Subcontractors, in performing the work under this Contract; or (2) as a result of **CITY'S** actual or intended use of any Work Product (as defined in PSC-21) furnished by **CONTRACTOR**, or its Subcontractors, under this Contract. The rights and remedies of **CITY** provided in this section shall not be exclusive

and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-20. Intellectual Property Warranty

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

PSC-21. Ownership and License

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

CONTRACTOR agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause **CITY** irreparable harm. **CITY** may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude **CITY** from seeking or obtaining any other relief to which **CITY** may be entitled.

For all Work Products delivered to **CITY** that are not originated or prepared by **CONTRACTOR** or its Subcontractors under this Contract, **CONTRACTOR** shall secure a grant, at no cost to **CITY**, for a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

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

Any subcontract entered into by **CONTRACTOR** relating to this Contract shall include this provision to contractually bind its Subcontractors performing work under this Contract such that **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein.

PSC-22. Data Protection

- A. **CONTRACTOR** shall protect, using the most secure means and technology that is commercially available, **CITY**-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the "City Data"). **CONTRACTOR** shall notify **CITY** in writing as soon as reasonably feasible, and in any event within twenty-four hours, of **CONTRACTOR'S** discovery or reasonable belief of any unauthorized access of City Data (a "Data Breach"), or of any incident affecting, or potentially affecting City Data related to cyber security (a "Security Incident"), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. **CONTRACTOR** shall begin remediation immediately. **CONTRACTOR** shall provide daily updates, or more frequently if required by **CITY**, regarding findings and actions performed by **CONTRACTOR** until the Data Breach or Security Incident has been effectively resolved to **CITY'S** satisfaction. **CONTRACTOR** shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with **CITY**. At **CITY'S** sole discretion, **CITY** and its authorized agents shall have the right to lead or participate in the investigation. **CONTRACTOR** shall cooperate fully with **CITY**, its agents and law enforcement.
- B. If **CITY** is subject to liability for any Data Breach or Security Incident, then **CONTRACTOR** shall fully indemnify and hold harmless **CITY** and defend against any resulting actions.

PSC-23. Insurance

During the term of this Contract and without limiting **CONTRACTOR'S** obligation to indemnify, hold harmless and defend **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit 1 hereto). The insurance must: (1) conform to **CITY'S** requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

PSC-24. Best Terms

Throughout the term of this Contract, **CONTRACTOR**, shall offer **CITY** the best terms, prices, and discounts that are offered to any of **CONTRACTOR'S** customers for similar goods and services provided under this Contract.

PSC-25. Warranty and Responsibility of Contractor

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

PSC-26. Mandatory Provisions Pertaining to Non-Discrimination in Employment

Unless otherwise exempt, this Contract is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

- A. **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.
- B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.
- C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.
- D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-27. Child Support Assignment Orders

CONTRACTOR shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, **CONTRACTOR** shall fully comply with all applicable State and Federal employment reporting requirements. Failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract. Failure of **CONTRACTOR** or principal owner to cure

the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-28. Living Wage Ordinance

CONTRACTOR shall comply with the Living Wage Ordinance, LAAC Section 10.37 *et seq.*, as amended from time to time. **CONTRACTOR** further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-29. Service Contractor Worker Retention Ordinance

CONTRACTOR shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-30. Access and Accommodations

CONTRACTOR represents and certifies that:

- A. **CONTRACTOR** shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 *et seq.*, the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 *et seq.*, the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;
- B. **CONTRACTOR** shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;
- C. **CONTRACTOR** shall provide reasonable accommodation upon request to ensure equal access to **CITY**-funded programs, services and activities;
- D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and
- E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

CONTRACTOR understands that **CITY** is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-31. Contractor Responsibility Ordinance

CONTRACTOR shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 *et seq.*, as amended from time to time.

PSC-32. Business Inclusion Program

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the Business Assistance Virtual Network ("BAVN") at <https://www.labavn.org/>, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through BAVN. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of **CITY**.

PSC-33. Slavery Disclosure Ordinance

CONTRACTOR shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-34. First Source Hiring Ordinance

CONTRACTOR shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-35. Local Business Preference Ordinance

CONTRACTOR shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-36. Iran Contracting Act

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with **CITY** for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

PSC-37. Restrictions on Campaign Contributions and Fundraising in City Elections

Unless otherwise exempt, if this Contract is valued at \$100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR'S** principals, and **CONTRACTOR'S** Subcontractors expected to receive at least \$100,000 for performance under the Contract, and the principals of those Subcontractors (the "Restricted Persons")

shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles **CITY** to terminate this Contract and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected **CITY** officials or candidates for elected **CITY** office for twelve months after this Contract is signed. Additionally, a **CONTRACTOR** subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any **CONTRACTOR** subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least \$100,000 for performance under this Contract:

“Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections

You are a subcontractor on City of Los Angeles Contract # _____ . Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles (“**CITY**”) officials and candidates for elected **CITY** office for twelve months after the **CITY** contract is signed. You are required to provide the names and contact information of your principals to the **CONTRACTOR** and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at ethics.lacity.org or by calling the Los Angeles City Ethics Commission at (213) 978-1960.”

PSC-38. Contractors’ Use of Criminal History for Consideration of Employment Applications

CONTRACTOR shall comply with the City Contractors’ Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-39. Limitation of City’s Obligation to Make Payment to Contractor

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for **CITY** to comply with its governing legal requirements, **CITY** shall have no obligation to make any payments to **CONTRACTOR** unless **CITY** shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. **CONTRACTOR** agrees that any services provided by **CONTRACTOR**, purchases made by **CONTRACTOR** or expenses incurred by **CONTRACTOR** in excess of the appropriation(s) shall be free and without charge to **CITY** and **CITY** shall have no obligation to pay for the services, purchases or expenses. **CONTRACTOR** shall have no obligation to provide any services,

provide any equipment or incur any expenses in excess of the appropriated amount(s) until CITY appropriates additional funds for this Contract.

PSC-40. Compliance with Identity Theft Laws and Payment Card Data Security Standards

CONTRACTOR shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act (“FACTA”), including its requirement relating to the content of transaction receipts provided to Customers. **CONTRACTOR** also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards (“PCI DSS”). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, **CONTRACTOR** shall verify proper truncation of receipts in compliance with FACTA.

PSC-41. Compliance with California Public Resources Code Section 5164

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, **CONTRACTOR** shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by CITY. **CONTRACTOR** is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of **CONTRACTOR** working on premises to pass a fingerprint and background check through the California Department of Justice at **CONTRACTOR’S** sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

PSC-42. Possessory Interests Tax

Rights granted to **CONTRACTOR** by CITY may create a possessory interest. **CONTRACTOR** agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, **CONTRACTOR** shall pay the property tax. **CONTRACTOR** acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

PSC-43. Confidentiality

All documents, information and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively "Confidential Information") are confidential. **CONTRACTOR** shall not provide or disclose any Confidential Information or their contents or any information therein, either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

PSC-44. COVID-19

Employees of Contractor and/or persons working on its behalf, including, but not limited to, subcontractors (collectively, "Contractor Personnel"), while performing services under this Agreement and prior to interacting in person with City employees, contractors, volunteers, or members of the public (collectively, "In-Person Services") must be fully vaccinated against the novel coronavirus 2019 ("COVID-19"). "Fully vaccinated" means that 14 or more days have passed since Contractor Personnel have received the final dose of a two-dose COVID-19 vaccine series (Moderna or Pfizer-BioNTech) or a single dose of a one-dose COVID-19 vaccine (Johnson & Johnson/Janssen) and all booster doses recommended by the Centers for Disease Control and Prevention. Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated. Contractor shall retain such proof for the document retention period set forth in this Agreement. Contractor shall grant medical or religious exemptions ("Exemptions") to Contractor Personnel as required by law. If Contractor wishes to assign Contractor Personnel with Exemptions to perform In-Person Services, Contractor shall require such Contractor Personnel to undergo weekly COVID-19 testing, with the full cost of testing to be borne by Contractor. If Contractor Personnel test positive, they shall not be assigned to perform In-Person Services or, to the extent they have already been performing In-Person Services, shall be immediately removed from those assignments. Furthermore, Contractor shall immediately notify City if Contractor Personnel performing In-Person Services (1) have tested positive for or have been diagnosed with COVID-19, (2) have been informed by a medical professional that they are likely to have COVID-19, or (3) meet the criteria for isolation under applicable government orders.

PSC-45. Contractor Data Reporting

If Contractor is a for-profit, privately owned business, Contractor shall, within 30 days of the effective date of the Contract and on an annual basis thereafter (i.e., within 30 days of the annual anniversary of the effective date of the Contract), report the following information to City via the Regional Alliance Marketplace for Procurement ("RAMP") or via another method specified by City: Contractor's and any Subcontractor's annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner ("Contractor/Subcontractor Information"). Contractor shall further request, on an annual basis, that any Subcontractor input or update its business profile, including the Contractor/Subcontractor Information, on RAMP or via another method prescribed by City.

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

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

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

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

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

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

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

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

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

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

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

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

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

9. Commencement of Work. For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-3, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

APPENDIX 2 – Statement of Work

The ambient air quality monitoring program currently relies on continuous (hourly) year-round monitoring of PM10 and BC (as a surrogate for DPM), as well as conducting air toxics samplings. The program also includes meteorological monitoring at the landfill and Van Gogh Elementary School. The following outlines the scope of work:

Ambient Air Quality Monitoring Core Program

1. Review and evaluate the “Baseline Monitoring Protocol”, which consists of the data collection methodology, calibration, QA/QC, audit, records of maintenance work, as well as the latest annual report available.
2. Ensure that all air quality sampling and meteorological monitoring equipment located in the trailers at both the landfill berm site and at the Van Gogh Elementary School site are functioning properly. Each trailer houses a Met One Beta Attenuation Monitor (BAM) 1020 and a Magee Scientific (Andersen Instruments) BC monitor (Aethalometer).
3. Verify the setup parameters for the BAMs and the Aethalometers.
4. Establish a regular maintenance, calibration and audit schedule (recommended semi-annually) for the PM10 BAM and Aethalometer as part of an overall Standard Operating Procedure (SOP) and provide regular maintenance and conduct flow calibrations (recommended monthly or bi-monthly) on the BAMS and Aethalometers according to the SOP and maintain such records in a format approved by the SCL-TAC and be made available to the SCL-TAC.
5. Examine the meteorological sensors and remove them for repair or replacement as necessary to assure proper operation in accordance with manufacturer’s specifications and the SOP, and maintain such records.
6. Conduct a general inspection of each site (e.g. trailer and tower condition, HVAC, power supply) and ensure that all equipment is in proper working condition and in accordance with manufacturer’s specifications and the SOP, and maintain such records.
7. Operate and maintain continuous monitoring of PM10, BC, and meteorology in accordance with established SOPs that define general documentation procedures, safety, data collection/transmittal/storage, and siting requirements, and in a manner that meets a minimum data capture rate of 85% for the BAM and BC monitors consistent with the U.S. EPA’s NATTS criteria.

8. Provide recommendations meant to ensure that high quality data, which is reliable, verifiable, reproducible, and will continue to be obtained from the continuous monitoring program.
9. Ensure that power lines are sufficient and are in proper working order at all times. Should power to the sampling and meteorological monitoring equipment go down at any time, notify the landfill operator's manager immediately and inform City and County staff of the incident.

If on site, notify the landfill operator's site manager immediately and as soon as possible, document such notifications via email to the landfill operator general manager, site manager, City and County staff.

VOC and Carbonyl Monitoring

10. Conduct air toxics monitoring for volatile organic compounds ("VOCs") and carbonyls at both current air monitoring locations: landfill site and Van Gogh Elementary School. Twenty-four-hour samples are to be collected on a one-in-six day basis on the U.S. Environmental Protection Agency (EPA) sampling schedule. Sampling and analysis methods as well as sample minimum detection limits shall be consistent with the District's Multiple Air Toxics Exposure Study ("MATES") IV analysis methods. Considerations should be given to high air toxic sensitivity, specifically for enhanced EPA TO-15a method.

If on site, notify the landfill operator's site manager immediately and as soon as possible, document such notifications via email to the landfill operator general manager, site manager, City and County staff.

11. Ensure that all protocols for the monitoring of air toxics, sampler placement, and equipment specifications including calibration and equipment backup provisions are under strict quality control and quality assurance as designated in a Quality Assurance Project Plan (QAPP) which will require the Directors of Planning (or designees) and SCAQMD approval. At a minimum, the QAPP must contain a Quality Assurance (QA) section consistent with the goals of the U.S. EPA's NATTS program*. If co-located sample analysis do not reproduce within 25% at or above five times the detection level for all TO-15a compounds, the run will be considered invalid and all samples associated with that co-located sample pair and the co-located pair must be made up (repeated, i.e. re-sampled and re-analyzed) until the QA goals are met.

Analysis and Reporting

12. Determine if the air quality near the Landfill is consistent with the emissions estimates of pollutants likely to result from landfill operations modeled in the Final Subsequent Environmental Impact Report (FSEIR). If possible, compare monitoring results with

modeled impacts from the FSEIR and evaluate the impact determined from the FSEIR predictions.

13. Through statistical analysis, determine if the landfill emissions are having an impact at Van Gogh Elementary School and if the levels of TO-15a compounds are consistent with basin-wide averages as reported in the NATTS and latest MATES data.
14. Formalize the results and provide quarterly reports to City and County staff, SCAQMD and the SCL-TAC. An annual report summarizing the year's monitoring events shall be submitted to City and County staff for distribution to SCL-TAC, SCAQMD and other stakeholders.
15. Communicate with City and County staff by submitting regular monthly updates to provide a status report and identify any potential issues.

Meetings

16. Attend the City/County Technical Advisory Committee Meeting two or more times a year as requested by City/County staff; attend other technical meetings as necessary at the request of City/County staff (up to two times a year). (meetings)

Other

17. Two monitoring locations are required in the monitoring program. Both monitoring locations use self-contained trailers for the equipment. The first monitor is close to the southern boundary of the landfill with direct air communication to the Van Gogh Elementary School. It is located along the perimeter of flat terrain near the southwest ridge of the facility. There is a vantage point within 200-ft of the monitor location that has a direct line of sight with the Van Gogh Elementary School. The second site is at the Van Gogh elementary school, near the classroom trailers at the southeast corner of the school property. The monitoring trailer will be located a minimum of 20 yards from tree lines. Power is supplied from a nearby source. Although the monitoring locations have been determined prior to RFP release, the selected Consultant shall reevaluate the locations for placement of these two trailers. The City/County/SCAQMD must approve the new locations prior to the start of monitoring.

Monitoring at the Van Gogh Elementary School is conducted within a fenced area sufficiently distant from trees and other obstructions such that sampler probe inlet requirements are met (the distance from the probe inlet to an obstacle must be a minimum of twice the height any obstacle protrudes above the inlet). The location is adjacent to the trailer located on the playground. Power shall be obtained from the trailer, directly from the power box located on the west side of the trailer.

Consultant shall also determine whether there is a need to install an additional wind monitor north of the landfill to assess landfill contributions to neighborhood-scale pollutant concentrations when the winds are from the north. Consideration of power

supply source will also need to be analyzed and an installation schedule recommended by the Consultant for this additional wind monitor, if necessary.

APPENDIX 3 – Fee Schedule and Yearly Cost Summary

Company Confidential	
STI 2021 Government Time & Materials	
Effective 1/1/2021	
Labor Category	2021 Government T&M Rates 1/1/21-12/25/21
Intern 1	\$43.61
Intern 3	\$48.80
Intern 5	\$53.99
Staff 2	\$58.15
Staff 4	\$65.42
Staff 6	\$71.65
Staff 7	\$74.76
Staff 8	\$77.88
Staff 9	\$83.07
Staff 10	\$86.18
Staff 11	\$91.38
Staff 12	\$94.49
Staff 13	\$100.72
Staff 14	\$104.87
Staff 15	\$110.07
Associate Staff 1	\$115.26
Associate Staff 2	\$122.53
Associate Staff 3	\$127.72
Associate Staff 4	\$136.03
Associate Staff 5	\$141.22
Associate Staff 6	\$148.49
Associate Staff 7	\$155.75
Associate Staff 8	\$164.06
Associate Staff 9	\$170.29
Associate Staff 10	\$179.64
Associate Staff 11	\$187.94
Associate Staff 12	\$198.33
Associate Staff 13	\$208.71
Associate Staff 14	\$218.06
Associate Staff 15	\$230.52
Senior Staff 1	\$240.90
Senior Staff 2	\$253.36
Senior Staff 3	\$266.86
Senior Staff 4	\$278.28
Senior Staff 5	\$293.86
Senior Staff 6	\$307.35
Senior Staff 7	\$323.97
Senior Staff 8	\$340.58
Senior Staff 9	\$358.16
Senior Staff 10	\$374.85

Cost Summary by Year

Parameters Measured	Monitoring Year					5-Year Total
	Year 1 April 2022– March 2023	Year 2 April 2023–March 2024	Year 3 April 2024–March 2025	Year 4 April 2025–March 2026	Year 5 April 2026–March 2027	
CORE: PM ₁₀ , BC, and Meteorology ^a	\$134,566	\$139,949	\$145,547	\$151,368	\$157,423	\$728,853
VOC and carbonyl ^b	\$155,814	-	-	-	-	\$155,814
Total	\$290,380	\$139,949	\$145,547	\$151,368	\$157,423	\$884,667

^a Core monitoring costs for measurements at two sites, inflated each year by 4%

^b The one year of VOC and carbonyl monitoring will commence within two months of the contract start date. The amount shown includes all laboratory fees, STI data management/analysis/reporting, and all materials and other direct costs (M&ODC) associated with the VOC and carbonyl sampling.

APPENDIX 4

REIMBURSEMENT AGREEMENT

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

RECITALS

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

Services for payment for services performed and expenses incurred under the Consulting Agreement; and by this Reimbursement Agreement, Republic Services agrees to pay STI for services performed and expenses incurred under the Consulting Agreement.

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

AGREEMENT

A. TERMS OF THE AGREEMENT

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

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

5. Upon receipt of notice from Republic Services, the CITY/COUNTY shall investigate any disputed charges for which payment will be withheld by Republic Services under sub-paragraph 4(b). Such charges shall be paid by Republic within thirty (30) days after receipt of written notice from CITY/COUNTY that the invoice charges from STI are proper and approved.
6. Republic Services may request additional supporting information from CITY/COUNTY regarding any invoice submitted for payment and CITY/COUNTY shall exercise their rights under the Consulting Agreement to promptly obtain such information from STI. Republic Services shall have no obligation to pay reasonably disputed invoices submitted for payment until adequate supporting information from STI has been submitted to CITY/COUNTY that satisfactorily explains the disputed invoices and the CITY/COUNTY has approved those invoices.
7. The CITY/COUNTY shall provide Republic Services with advance written notice before approving any change in the scope of work or compensation under the Consulting Agreement. Republic Services shall have fifteen (15) calendar days after receipt of such notice to submit to CITY/COUNTY its written approval or disapproval of such change to the Consulting Agreement, and Republic Services shall not unreasonably withhold approval of changes to the Consulting Agreement.
8. Failure by Republic Services to submit a written response to the CITY/COUNTY within the foregoing time shall be deemed an approval by Republic Services of such changes to the Consulting Agreement. If Republic Services timely submits its disapproval of the proposed changes, representatives from the CITY/COUNTY and managers from Republic Services shall meet in person within ten (10) calendar days after receipt of written disapproval from Republic Services to attempt to resolve their differences. Republic Services shall have no obligation to pay for services performed or expenses incurred pursuant to any change in the scope of work or compensation under the Consulting Agreement that was not submitted to Republic Services for prior approval; however, Republic Services shall not unreasonably refuse to pay for such charges if the failure of the CITY/COUNTY to provide written notice of changes to Republic Services is due to good faith extenuating circumstances.
9. The CITY/COUNTY shall notify Republic Services in writing of any amendments or change order requests that would cause STI to exceed the Annual Limit described in Section 111.B. of the Consulting Agreement.

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

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

B. REPRESENTATIVES OF THE PARTIES AND SERVICE OF NOTICES

1. The representatives of the respective Parties who are authorized to administer this Contract and to whom formal notices, demands and communications shall be given are as follows:
 - i. The representative of the City shall be, unless otherwise stated in the Reimbursement Agreement:

City of Los Angeles Department of City Planning
200 North Spring Street, Room 525
Los Angeles, CA 90012
Attention: Tiffany Butler, Contract Administrator
T: (213) 978-1283 email: tiffany.butler@lacity.org

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

Los Angeles County Regional Planning Department
320 West Temple Street, Room 1346
Los Angeles, CA 90012-3225
Attention: Edgar De La Torre, Contract Administrator
T: (213) 974-6483 email: EDeLaTorre@planning.lacounty.gov

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

Republic Services, Inc.
14747 San Fernando Road
Sylmar, CA 91342
Attention: Mr. David Hauser, Area Vice President
Tel: (818) 362-2141 email: DHauser3@republicservices.com

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

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized representatives

APPROVED AND AGREED TO:

FOR THE CITY OF LOS ANGELES

FOR THE COUNTY OF LOS ANGELES

BY *Lisa M. Webber*
Lisa M. Webber (Nov 3, 2022 09:17 PDT)
Lisa M. Webber, Co-TAC Chair
Department of City Planning
Nov 3, 2022

Date

BY *Jon Sanabria*
Jon Sanabria (Oct 27, 2022 11:53 PDT)
Jon Sanabria, Co-TAC Chair
Department of Regional Planning
Oct 27, 2022

Date

FOR BROWING-FERRIS INDUSTRIES, INC.

BY *David J Hauser*
David J Hauser (Oct 27, 2022 11:24 PDT)
David Hauser
Area Vice President
Oct 27, 2022

Date

BY _____

Date

APPROVED AS TO FORM:

MICHAEL N. FEUER, CITY ATTORNEY

BY *Brent L. Nichols*
Brent L. Nichols (Nov 3, 2022 09:50 PDT)
Brent Nichols
Deputy City Attorney
Nov 3, 2022

Date

BY *[Signature]*
Roland Trinh
County Counsel
Nov 3, 2022

Date

ATTEST: CITY CLERK

HOLLY L. WOLCOTT, City Clerk

By: _____

Date: _____

Professional Services Agreement

SONOMA TECHNOLOGY, INC.

Appendix 5 – Confidentiality Agreement

I Sonoma Technology, Inc, (hereinafter referred to as “Consultant”), have entered into a contract (hereinafter referred to as the “Agreement”) with the City of Los Angeles and the County of Los Angeles to provide various services to the City of Los Angeles and the County of Los Angeles (hereinafter referred to as “City/County”).

I will provide temporary services to Cit/County and as part of these services I will have access to confidential information. “Confidential Information” includes all data, records, documents, audio or visual recordings, materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, financial information, and other information disclosed or submitted, orally, in writing, or by any other media, to me by City/County pursuant to the Agreement or this Confidentiality Agreement, regardless of whether the information is marked or otherwise identified in writing as confidential, and regardless of whether the Confidential Information is received prior to execution of this Confidentiality Agreement.

I further understand that all Confidential Information provided to me by City/County or accessed or reviewed by me during the performance of this assignment will remain the property of City/County.

I agree to use Confidential Information solely in connection with providing services to City/County under the Agreement and for no other purpose.

I agree not to provide Confidential Information, nor disclose its content or any information contained in it, either orally or in writing or in any form to transmit information, to any other person or entity, unless required by law or court order. I further agree not to make copies of any Confidential Information unless a formal request is made and approved by City/County.

I agree to promptly notify City/County of all requests, notices, subpoenas, pleadings, or other means, for the release of Confidential Information received by me.

I agree that I will not divulge to any unauthorized person, Confidential Information or any other information obtained while performing work pursuant to the Agreement between me and City/County.

I will be responsible for protecting the confidentiality and maintaining the security of all Confidential Information in my possession. I agree to use the same standard of care to protect City/County’s Confidential Information as I use to protect my own confidential and proprietary information, but not less than a reasonable standard.

Upon request by City/County, or completion or termination of my assignment under the Agreement, I will promptly return or destroy all Confidential Information in my possession at City's discretion and provide City with written certification stating that such Confidential Information has been returned or destroyed.

This Confidentiality Agreement is to apply in conjunction with any prior confidentiality agreement between myself and City/County, and will not nullify such agreements; however, this Confidentiality Agreement will take precedence. Any conflicts with any other agreements will be modified to comply with the terms and intent of this Confidentiality Agreement.

I acknowledge that violation of this Confidentiality Agreement may subject me to civil and/or criminal action and that the City of Los Angeles and County of Los Angeles will seek all possible legal redress.

For Sonoma Technology Inc.



Oct 24, 2022

Hilary Hafner
Chief Operating Officer

Date

Lyle R. Chinkin

Lyle R. Chinkin (Oct 24, 2022 11:20 PDT)

Oct 24, 2022

Lyle R. Chinkin
Chief Executive Officer

Date

Contractor Address

1450 N. McDowell Blvd., Suite 200
Petaluma, CA 94954-6503