

Los Angeles City Council, Journal/Council Proceeding

Friday, February 21, 2025

JOHN FERRARO COUNCIL CHAMBER ROOM 340, CITY HALL 200 NORTH SPRING STREET, LOS ANGELES, CA 90012 - 10:00 AM

(For further details see Official Council Files)

(For communications referred by the President see Referral Memorandum)

Roll Call

Members Present: Blumenfield, Harris-Dawson, Hernandez, McOsker, Nazarian, Park, Price Jr., Raman, Rodriguez, Soto-Martínez, Yaroslavsky (11); **Absent:** Hutt, Jurado, Lee, Padilla (4)

Approval of the Minutes

Commendatory Resolutions, Introductions and Presentations - SEE ATTACHED

Multiple Agenda Item Comment

Public Testimony of Non-agenda Items Within Jurisdiction of Council

Items for which Public Hearings Have Been Held

(1) **24-1146**
CD 10

ARTS, PARKS, LIBRARIES, AND COMMUNITY ENRICHMENT COMMITTEE REPORT relative to recommendations to convert the current closure of Wilton Place at Pico Boulevard into a parklet.

Recommendation for Council action, pursuant to Motion (Hutt – McOsker):

INSTRUCT the Bureau of Engineering, with the assistance of the Department of Recreation and Parks and the City Attorney, to report to Council with recommendations to convert the current closure of Wilton Place at Pico Boulevard into a parklet, including the feasibility of vacating the public right-of-way, to allow for pedestrian access and community enjoyment of needed green space at this location.

Fiscal Impact Statement: Neither the City Administrative Officer nor the Chief Legislative Analyst has completed a financial analysis of this report.

Community Impact Statement: None submitted

Adopted Item

Ayes: Blumenfield, Harris-Dawson, Hernandez, McOsker, Nazarian, Park, Price Jr., Raman, Rodriguez, Soto-Martínez, Yaroslavsky (11); Nays: (0); Absent: Jurado, Hutt, Lee, Padilla (4)

(2) **24-1526**

PUBLIC SAFETY COMMITTEE REPORT relative to an assessment of equipment and training needed to mitigate electric vehicle (EV) fires.

Recommendations for Council action, pursuant to Motion (Rodriguez – Hernandez):

1. INSTRUCT the Los Angeles Fire Department (LAFD) to report to Council with an assessment of equipment needed to mitigate EV fires. This report should include the following information:
 - a. Tools and equipment the LAFD currently has to address EV fires.
 - b. Additional tools or resources, with associated costs, needed to enhance the LAFD's capability to manage EV fires.
2. INSTRUCT the LAFD to report to Council with a training program that will help prepare LAFD personnel to handle EV fires. This report should also include response protocols for EV fires that may differ from internal combustion engine vehicle fire responses.

Fiscal Impact Statement: Neither the City Administrative Officer nor the Chief Legislative Analyst has completed a financial analysis of this report.

Community Impact Statement: Yes

For:
Westside Neighborhood Council

Adopted Item

Ayes: Blumenfield, Harris-Dawson, Hernandez, McOsker, Nazarian, Park, Price Jr., Raman, Rodriguez, Soto-Martínez, Yaroslavsky (11); Nays: (0); Absent: Jurado, Hutt,

Lee, Padilla (4)

(3) **23-1445**
CD 1

PUBLIC SAFETY COMMITTEE REPORT relative to a survey of Red Flag streets in Very High Fire Hazard Severity Zone (VHFHSZ) communities in Council District One.

Recommendation for Council action:

NOTE and FILE the Los Angeles Fire Department report dated November 26, 2024, attached to the Council file, relative to a survey of Red Flag streets in VHFHSZ communities in Council District One.

Fiscal Impact Statement: Not applicable

Community Impact Statement: None submitted

Adopted Item

Ayes: Blumenfield, Harris-Dawson, Hernandez, McOsker, Nazarian, Park, Price Jr., Raman, Rodriguez, Soto-Martínez, Yaroslavsky (11); Nays: (0); Absent: Jurado, Hutt, Lee, Padilla (4)

(4) **20-1375**

ENERGY AND ENVIRONMENT COMMITTEE REPORT relative to the feasibility of the City independently joining the 30x30 Conservation campaign, and committing to conserving 30 percent of City land for open space and conservation.

Recommendation for Council action, pursuant to Motion (Ryu, Koretz - Blumenfield):

INSTRUCT the Department of Recreation and Parks and Department of City Planning, in consultation with the Chief Legislative Analyst (CLA) and any other department as needed, to report on the feasibility of the City independently joining the 30x30 Conservation campaign, and committing to conserving 30 percent of the City's land for open space and conservation.

Fiscal Impact Statement: Neither the City Administrative Officer nor the

CLA has completed a financial analysis of this report.

Community Impact Statement: Yes

For:

Bel Air-Beverly Crest Neighborhood

Adopted Item

Ayes: Blumenfield, Harris-Dawson, Hernandez, McOsker, Nazarian, Park, Price Jr., Raman, Rodriguez, Soto-Martínez, Yaroslavsky (11); Nays: (0); Absent: Jurado, Hutt, Lee, Padilla (4)

(5) **15-0989-S47**

PLANNING AND LAND USE MANAGEMENT COMMITTEE REPORT relative to drafting an ordinance to exempt Olympic and Paralympic temporary and permanent venues, training facilities, security perimeters, broadcast and media centers, transit infrastructure, live sites and fan zones, and associated structures from the requirements of City Planning approvals, zoning regulations, and conditions, including but not limited to Conditional Use Permits and conditions tied to such permits, Site Plan Review requirements, height restrictions, setback requirements, limitations imposed by Specific Plans, and any other planning or zoning regulations that could delay or impede the rapid deployment and or use of essential facilities; and related matters.

Recommendations for Council action, as initiated by Motion (Park - Nazarian), SUBJECT TO THE APPROVAL OF THE MAYOR:

1. AUTHORIZE and DIRECT the Department of City Planning (DCP), in coordination with the City Attorney, Los Angeles Department of Building and Safety (LADBS), Department of Recreation and Parks, City Administrative Officer (CAO), Chief Legislative Analyst (CLA), Office of Major Events, and other relevant departments, to prepare a report with recommendations, including budgetary/fiscal impacts, and an accompanying draft ordinance to exempt Olympic and Paralympic temporary and permanent venues, training facilities, security perimeters, broadcast and media centers, transit infrastructure, live sites and fan zones, and associated structures (2028 Games Projects) from the requirements of City Planning approvals, zoning regulations, and conditions, if applicable,

including but not limited to Conditional Use Permits (CUPs) and conditions tied to such permits, Site Plan Review requirements, height restrictions, setback requirements, limitations imposed by Specific Plans, and any other planning or zoning regulations; but not to exempt 2028 Games Projects from mobility improvements required under Measure HLA (Section 85.11 of Division Q of Chapter VIII of the Los Angeles Municipal Code) that could delay or impede the rapid deployment and or use of essential facilities, with an option for the Council to exclude specifically-identified 2028 Games Projects from the ordinance. This does not apply to Los Angeles County Metropolitan Transportation Authority (Metro) 28 by 28 transportation light rail projects, which will follow the established Master Cooperative Agreement (MCA) review process adopted by Metro and the City in 2023.

2. INSTRUCT the DCP to utilize the California Code of Regulations Title 14 Statutory Exemption Section 15272 - Olympic Games, as follows:

"California Environmental Quality Act does not apply to activities or approvals necessary to the bidding for, hosting or staging of, and funding or carrying out of, Olympic Games."

3. INSTRUCT the LADBS to establish a dedicated unit to manage and expedite all development services related to the 2028 Games Projects and projects related to other major events. This unit shall coordinate all development-related services for 2028 Games projects, ensuring priority handling of all 2028 Games-related applications and projects to minimize delays and streamline the approval and construction process, providing a single point of contact, collaborating with other City departments, agencies, and external stakeholders to ensure that Olympic projects meet all requirements, tracking progress on 2028 Games Projects, and reporting to the Council and Mayor's Office on an ongoing basis to ensure that timelines are being met.
4. APPROVE, with the concurrence of the Mayor, one exempt Resolution Authority enterprise-funded position of Deputy Superintendent of Building I at the LADBS to be used for the dedicated unit.

5. INSTRUCT the DCP, and the other departments mentioned in Recommendation No. 1 above, to provide the following:
 - a. A definition of temporary and permanent infrastructure.
 - b. Qualifying criteria for each for fast tracking; and how to be informed of the fast tracking process; and notification to the impacted Council office(s).
 - c. The creation of a process for fast tracking.
6. INSTRUCT the DCP, and the other departments mentioned in Recommendation No. 1 above, to approve a permitting process for fast tracking; and describe the process.
7. INSTRUCT the DCP, and the departments mentioned in Recommendation No. 1 above, to prepare the report with recommendations before the draft ordinance is prepared.

Fiscal Impact Statement: Neither the CAO nor the CLA has completed a financial analysis of this report.

Community Impact Statement: Yes

For:

North Westwood Neighborhood Council

Against:

Historic Cultural North Neighborhood Council

**(Ad Hoc Committee on the 2028 Olympic and Paralympic Games
waived consideration of the above matter)**

Adopted to Continue Item to February 28, 2025

Ayes: Blumenfield, Harris-Dawson, Hernandez, McOsker, Nazarian, Park, Price Jr., Raman, Rodriguez, Soto-Martínez, Yaroslavsky (11); Nays: (0); Absent: Jurado, Hutt, Lee, Padilla (4)

(6) **14-1174-S105**
CD 14

ENVIRONMENTAL IMPACT REPORT (EIR) and ECONOMIC DEVELOPMENT AND JOBS COMMITTEE REPORT relative to the appropriation of up to \$102,841 plus \$2,747 of earned taxable and tax-exempt interest for a combined total of \$105,588 in Community Redevelopment Agency/Los Angeles (CRA/LA) Excess Non-Housing Bond Proceeds (EBP) from the Adelante Eastside Redevelopment Project Area (Taxable Series 2005-B, 2007-C, and Tax-Exempt Series 2009-D) for the La Guadalupe Commercial Improvement Project.

Recommendations for Council action, SUBJECT TO THE APPROVAL OF THE MAYOR:

1. ACKNOWLEDGE that based on the Letter of Determination approved by the Los Angeles City Planning Commission on March 26, 2019 (Case No. CPC-2018-998-DB-CU), the La Guadalupe Commercial Improvement Project (Project) which was assessed in the previously certified EIR, State Clearinghouse No. 1997061065, certified on September 17, 1998, does not require further California Environmental Quality Act (CEQA) action; and, pursuant to CEQA Guidelines, Sections 15162 and 15164 and the Addendum, dated January 2019, no major revisions to the EIR are required and no subsequent EIR, or negative declaration is required for approval of the Project.
2. APPROVE the recommendations as stated in the CRA/LA Bond Oversight Committee report dated December 10, 2024, attached to Council file No. 14-1175-S105.

Fiscal Impact Statement: The CRA/LA Bond Oversight Committee reports that there is no impact on the City's General Fund from the proposed allocation of CRA/LA EBP. The EBP Fund No. 57D is funded solely from transfers of approximately \$88.4 million in pre-2011 tax allocation bond proceeds from CRA/LA to the City (Council file Nos. 14-1174, 14-1174-S36, 14-1174-S78) plus interest. Said transfers have been deposited with the Controller.

Community Impact Statement: None submitted

Adopted Item

Ayes: Blumenfield, Harris-Dawson, Hernandez, McOsker, Nazarian, Park, Price Jr., Raman, Rodriguez, Soto-Martínez, Yaroslavsky (11); Nays: (0); Absent: Jurado, Hutt, Lee, Padilla (4)

(7) **24-1448
CD 14**

PUBLIC WORKS COMMITTEE REPORT relative to issuing a revocable permit to The Broad in the public right-of-way along portions of Hope Street, 2nd Street, and General Thaddeus Kosciuszko Way, corresponding to the pending vacation application for this site and prior to finalizing and recording of the vacation (VAC- E1401457).

Recommendation for Council action, pursuant to Motion (de Leon – Blumenfield):

AUTHORIZE the Bureau of Engineering to issue a revocable permit to The Broad, or designee, subject to satisfaction of the conditions for issuing such permit, to close, fence, occupy, demolish, excavate, and commence construction of permanent improvements in the public right-of-way along portions of Hope Street, 2nd Street, and General Thaddeus Kosciuszko Way, corresponding to the pending vacation application for this site and prior to finalizing and recording of the vacation (VAC- E1401457).

Fiscal Impact Statement: Neither the City Administrative Officer nor the Chief Legislative Analyst has completed a financial analysis of this report.

Community Impact Statement: None submitted

Adopted Item

Ayes: Blumenfield, Harris-Dawson, Hernandez, McOsker, Nazarian, Park, Price Jr., Raman, Rodriguez, Soto-Martínez, Yaroslavsky (11); Nays: (0); Absent: Jurado, Hutt, Lee, Padilla (4)

(8) **25-0073**

PERSONNEL and HIRING COMMITTEE REPORT relative to payroll issues at the Los Angeles Fire Department (LAFD) in connection with the Workday payroll system.

Recommendation for Council action, as initiated by Motion (McOsker –

Hernandez), SUBJECT TO THE APPROVAL OF THE MAYOR:

1. REQUEST the Mayor and Controller and INSTRUCT the City Administrative Officer (CAO), Information Technology Agency, Personnel Department, and LAFD to establish a targeted task force to identify and expeditiously address LAFD sworn payroll issues that it's are experiencing, specifically focused on identifying the necessary resources and technological fixes that may be necessary.
2. APPROVE and INSTRUCT the City Administrative Officer (CAO) to authorize substitute authority for nine positions in the LAFD comprised of the following:
 - a. One Senior Personnel Analyst I
 - b. Two Personnel Records Supervisors
 - c. Five Senior Administrative Clerks
 - d. Two Personnel Analysts
 - e. Four Accounting Clerks
 - f. One Systems Analyst
3. INSTRUCT the CAO to identify funding for the nine substitute authority positions in a subsequent Financial Status Report.

Fiscal Impact Statement: The CAO reports that the General Fund impact of approving the proposed nine interim substitute authority positions for the remainder of 2024-25 is \$236,571. Funding for these nine substitute authorities will be identified in a subsequent Financial Status Report. Should the Mayor and Council elect to continue these resources in 2025-26, the total cost is estimated to be \$1.2 million, including \$795,042 in direct salary costs and \$422,565 in related costs. These funds would need to be identified as part of the 2025-26 budget development process.

Financial Policies Statement: The CAO reports that the City's Financial Policies only permit the consideration of expanded programs outside the annual budget development process in extreme circumstances. The addition of these nine substitute authority positions on an interim basis is necessary to address an urgent need in the LAFD, and is therefore considered an extreme circumstance in accordance with the City's Financial Policies. The Financial Policies also require that changes to budget appropriations during the fiscal year shall be limited and subject to the review and approval of the Mayor and the City Council; salary funding for the nine positions will be provided as part of a subsequent Financial Status Report which shall require Council and Mayoral approval.

Community Impact Statement: None submitted.

Adopted Item as Amended by Motion 8A (McOsker – Park) Forthwith - SEE ATTACHED

Ayes: Blumenfield, Harris-Dawson, Hernandez, McOsker, Nazarian, Park, Price Jr., Raman, Rodriguez, Soto-Martínez, Yaroslavsky (11); **Nays:** (0); **Absent:** Jurado, Hutt, Lee, Padilla (4)

Items Called Special

Motions for Posting and Referral - SEE ATTACHED

Council Members' Requests for Excuse from Attendance at Council Meetings

Closed Session

(9) **25-0098**

The City Council shall recess to Closed Session, pursuant to Government Code Section No. 54956.9(d)(1), to confer with its legal counsel relative to the case entitled Daniel Gonzalez, et al. v. City of Los Angeles, et al., United States District Court Case No. 5:23-cv-00222-SSS-SHK. (This matter arises from an incident involving the Los Angeles Fire Department.)

(Budget and Finance Committee to consider this matter on February 18, 2025.)

Adopted Motion (Yaroslavsky – Blumenfield) in Open Session Forthwith - SEE ATTACHED

Ayes: Blumenfield, Harris-Dawson, Hernandez, McOsker, Nazarian, Park, Price Jr., Raman, Soto-Martínez, Yaroslavsky (10); **Nays:** (0); **Absent:** Jurado, Hutt, Lee, Padilla, Rodriguez (5)

Adjourning Motions

Council Adjournment

ENDING ROLL CALL

Blumenfield, Harris-Dawson, Hernandez, McOsker, Nazarian, Park, Price Jr., Raman, Soto-Martínez, Yaroslavsky (10); Absent: Hutt, Jurado, Lee, Padilla, Rodriguez (5)

Whereupon the Council did adjourn.

ATTEST: Holly L. Wolcott, CITY CLERK

By



Council Clerk

PRESIDENT OF THE CITY COUNCIL

COMMENDATORY RESOLUTIONS

MOVED BY	SECONDED BY	NAME
Yaroslavsky	Harris-Dawson	Dr. Julio Frenk
Blumenfield	Rodriguez	Lawrence A. Martinez

TO CITY CLERK FOR PLACEMENT ON NEXT
REGULAR COUNCIL AGENDA TO BE POSTED

#51

MOTION

I MOVE that the Council hereby RESOLVE, pursuant to Council Rule 18, that the regular meeting of the Council on Friday, February 28, 2025 shall be held in the Van Nuys City Hall.

PRESENTED BY:



MARQUEECE HARRIS-DAWSON
Councilmember, 8th District

SECONDED BY:



ORIGINAL


FEB 21 2025

MOTION

I MOVE that the Council Action of February 19, 2025 relative to initiating the “South LA Historic Neighborhood Markers” project, and related matters, including authorization of funds (Council File 23-1238-S2) BE AMENDED to adopt the REVISED Recommendation 1 below:

1. INSTRUCT the Bureau of Engineering (BOE), with the assistance of the Bureau of Street Services and General Services Department ~~division~~, to initiate the “South LA Historic Neighborhood Markers” project for monument structures and/or gateways at the respective intersections of East **Martin Luther King Boulevard** ~~Adams Boulevard~~ and South Central Avenue; ~~East Slauson Avenue and South Central Avenue~~; South Crenshaw Boulevard and West Adams Boulevard; and, South Crenshaw Boulevard and West Slauson Avenue.

PRESENTED BY: _____

CURREN D. PRICE, JR.
Councilmember, 9th District

SECONDED BY: _____

ORIGINAL

cpe


FEB 21 2025

TO CITY CLERK FOR PLACEMENT ON NEXT
REGULAR COUNCIL AGENDA TO BE POSTED

#53

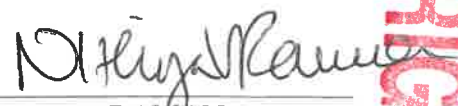
MOTION

I MOVE that \$333,000 from the AB1290 Fund No. 53P, Account No. 281204 (CD 4 Redevelopment Projects – Services) be transferred / appropriated to the Board of Public Works Fund No. 100-74, Account No. 3040 (Contractual Services) for ongoing community beautification efforts in Council District 4, to be coordinated by the Los Angeles Conservation Corps for the period beginning February 1, 2025 and ending June 30, 2025.

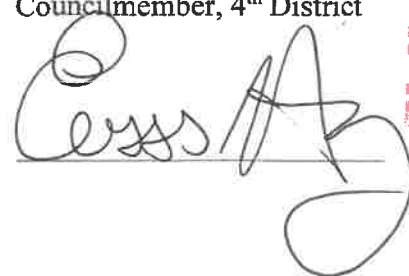
I FURTHER MOVE that the Board of Public Works (Office of Community Beautification) be instructed and authorized to prepare, process and execute the necessary documents with and/or payments to the Los Angeles Conservation Corps, or any other agency or organization, as appropriate, utilizing the above amount, for the above purpose, subject to the approval of the City Attorney as to form.

I FURTHER MOVE that the Department of Public Works be authorized to make any corrections, clarifications or revisions to the above fund transfer instructions, including any new instructions, in order to effectuate the intent of this Motion, and including any corrections and changes to fund or account numbers; said corrections / clarifications / changes may be made orally, electronically or by any other means.

PRESENTED BY:


NITHYA RAMAN
Council member, 4th District

SECONDED BY:



ORIGINAL


FEB 21 2025

The Councilmember of the First District has expressed the need for a personal services contract with Indigov Corporation, for expertise the Councilmember needs relative to her Council Office that is not otherwise available. The proposed services to be performed are of an expert and technical nature and are temporary and occasional in character. The term of the contract will be from March 1, 2025 to February 28, 2026 and the Contractor is to receive an amount not to exceed \$40,930 for its services. There are funds available in the Council Office Budget to meet this request.

I THEREFORE MOVE that the attached personal services contract with Indigov Corporation for providing services to the First Council District as set forth therein, be approved.

I FURTHER MOVE that the Councilmember of the First District be authorized to execute this contract on behalf of the City, and that the City Clerk is instructed to encumber the necessary funds against the Contractual Services Account of the Council Fund for Fiscal Year 2024-2025 and to reflect it as a charge against the budget of the involved Council Office.

PRESENTED BY:



EUNISSES HERNANDEZ
Councilmember, 1st District

SECONDED BY:



ORIGINAL

FEB 21 2025

as



**AGREEMENT NUMBER C-
BETWEEN
THE CITY OF LOS ANGELES
AND
INDIGOV CORPORATION
FOR WEBSITE SERVICES**

THIS AGREEMENT (hereinafter, "Agreement") is made and entered into by and between the CITY OF LOS ANGELES, a municipal corporation, (hereinafter "CITY") by and through the First Council District ("1st Council District" herein) and INDIGOV CORPORATION, (hereinafter, "CONTRACTOR") with reference to the following facts:

WHEREAS, the 1st Council District is in need of website creation and maintenance services; and

WHEREAS, the 1st Council District does not currently have staff with website creation and maintenance expertise and the 1st Council District regularly receives numerous constituent requests and is in need of an Internet web portal that can act as a central hub for accepting such communications resulting in faster response times from appropriate 1st Council District staff and improved engagement with constituents; and

WHEREAS, the services to be performed by the CONTRACTOR are for the performance of professional, scientific, expert, technical, or other special services of a temporary and occasional character for which competitive bidding under Los Angeles City Charter Section 371 is not practicable or advantageous; and

WHEREAS, the CONTRACTOR provides services to governmental clients across the United States, including United States Congress Members, in an effort to improve communications between elected officials and their constituents; and

WHEREAS, the necessary funds are available in the Council Office Budget and have been appropriated for such purposes:

NOW THEREFORE, the parties hereto do hereby agree as follows:

As requested by the Councilmember of the First District, the Contractor will create an Internet web portal for the 1st Council District to act as a central hub for constituent requests and communications. The Contractor will receive payment for a one-time implementation fee, the CONTRACTOR's Platform Fee, and a separate Constituent Data Package. In addition, the Contractor will license its software to the City giving access to its constituent relationship management platforms ("CRM Subscription", herein) as follows: 1) Annual CRM Subscription – Full License for up to thirteen (13) 1st Council District users and 2) Annual CRM Subscription – Light License for up to six (6) 1st Council District users.

1. The term of this Agreement shall commence on March 1, 2025 and shall terminate on February 28, 2026.

2. The City will pay the Contractor for a software license subscription and associated services for the 1st Council District according to the following budget and description:

Item	Description	Amount
One-Time Implementation Fee	Fixed fee covering implementation. Includes project management, design and configuration, report configuration, and training	\$4,000
Indigov Platform Fee	Flat fee based on population to align expected platform usage. Includes ongoing platform maintenance and updates.	\$2,620
Annual CRM Subscription – Full License	Indigov subscription for up to 13 full users. Includes ongoing support and training for 1 st Council District staff	\$25,920
Annual CRM Subscription – Light License	Indigov subscription for up to 6 full users. Includes ongoing support and training for 1 st Council District staff	\$1,200
Annual Constituent Data Package	CONTRACTOR to provide data on more than 110,856 registered voters within the 1 st Council District including more than 45,775 verified email addresses. Data will include over 500 demographic, geographic, and other information fields that are sourced from 54 data sources, and mapping tools for defining detailed lists.	\$7,190
GRAND TOTAL		\$40,930

The Contractor shall perform said services in accordance with a scope of work approved by the Councilmember. The Contractor shall submit invoices indicating therein the services performed for which payment is requested. Said invoice shall be submitted in accordance with the approved scope of work as provided therein and shall be subject to the approval of the Councilmember of the First District or her designee.

3. The City's total obligation under this Agreement shall not exceed forty thousand nine hundred and thirty dollars (\$40,930).
4. Due to the need for the Contractor's services to be provided continuously on an ongoing basis, the Contractor may have provided services prior to the execution date of this

Agreement. To the extent that said services were performed in accordance with the terms and conditions of this Agreement, those services are hereby ratified.

5. The Councilmember of the First District or her designee may terminate this contract by giving a minimum of 30 days written notice thereof to the Contractor. In the event of such termination, the Contractor shall be paid for hours worked prior to the effective date of termination.
6. The Contractor agrees to present monthly reports at the request of the Councilmember of the First District setting forth its performance of the tasks required in fulfilling the terms of this contract; and, further that any and all data, information, conclusions, recommendations, and reports originated hereunder shall become the sole property of the City for its use in any manner and for any purpose.
7. The CONTRACTOR shall comply with Los Angeles Administrative Code Section 10.50 et seq., 'Disclosure of Border Wall Contracting.' The CITY may terminate this Contract at any time if the CITY determines that the CONTRACTOR 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.
8. The CONTRACTOR agrees to comply with the Standard Provisions for City Contracts (Rev. 1/25 [v.2]), a copy of which is attached hereto and incorporated herein by reference.
9. In the event of any inconsistency between any of the provision of this Agreement and/or the appendices hereto, the inconsistency shall be resolved by giving precedence in the following order:
 - a. Provisions of this Agreement
 - b. Standard Provisions for City Contracts (Rev. 1/25 [v.2])
10. This Agreement includes four (4) pages which constitute the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed as of the day and year herein written.

THE CITY OF LOS ANGELES

INDIGOV CORPORATION

BY: 
EUNISSES HERNANDEZ
Councilmember, 1st District

BY: 
Contractor

Date: February 20, 2025

Date: February 20, 2025

Attest: HOLLY WOLCOTT, City Clerk

BY: _____
Deputy City Clerk

Date: _____

Approved as to form:
HYDEE FELDSTEIN SOTO, City Attorney

BY: _____
Andrew Said, Deputy City Attorney

Date: _____

ATTACHMENT A

Standard Provisions for City Contracts (Rev. 1/25 [v.2])

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 Regional Alliance Marketplace for Procurement ("RAMP") at <https://www.rampla.org/s/>, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through RAMP. **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 dAll documents, information, City Data (as that term is defined in PSC-22), and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively "Confidential Information") are confidential. **CONTRACTOR** shall not provide, and shall prohibit its employees and subcontractors from providing or disclosing, 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 shall survive expiration or termination of this Contract.

PSC-44. 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.

Required Insurance and Minimum Limits

Name: Indigov CorporationDate: 02/18/2025Agreement/Reference: Project Title: (CD1) Website Services

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Limits

☒ **Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)**
WC StatutoryEL \$1,000,000☐ Waiver of Subrogation in favor of City☐ Longshore & Harbor Workers☐ Jones Act
☒ **General Liability** City of LA is required to be named as an additional insured
\$1,000,000☒ Products/Completed Operations☐ Sexual Misconduct☐ Fire Legal Liability☐
☐ **Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work)

☒ **Professional Liability** (Errors and Omissions)
\$1,000,000Discovery Period 12 months After Completion of Work or Date of Termination
☐ **Property Insurance** (to cover replacement cost of building - as determined by insurance company)
☐ All Risk Coverage☐ Boiler and Machinery☐ Flood☐ Builder's Risk☐ Earthquake☐
☐ **Pollution Liability**
☐
☐ **Surety Bonds - Performance and Payment (Labor and Materials) Bonds**

100% of the contract price

☐ **Crime Insurance**
Other: Sent to Avak Sarafian @ CLARequired to have Cyber Liability (\$1 million)

TO CITY CLERK FOR PLACEMENT ON NEXT
REGULAR COUNCIL AGENDA TO BE POSTED

#55

MOTION

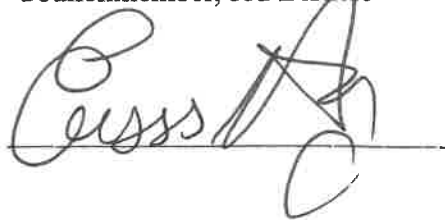
I MOVE that the Council Action of December 13, 2024, relative to funding from the General Purpose Fund for a new Self Help and Recovery Exchange (SHARE!) shared Housing Program in Council District Three (C.F. 24-1481) BE RESCINDED, as these funds are no longer needed for the purposes stated in that Council Action, and that the funds be reverted to their original source.

PRESENTED BY:



BOB BLUMENFIELD
Councilmember, 3rd District

SECONDED BY:



ORIGINAL


FEB 21 2025

MOTION

Under the leadership of Council District 3, the City has invested in the Self Help And Recovery Exchange (SHARE!), a non-profit that matches people experiencing homelessness with similar lived experience to shared housing (C.F. 21-1023-S1). SHARE! assists some 500 participants annually to transition to permanent housing. Participants share space with a supportive network of peers in single residences where SHARE! offers a range of services.

Council District 3 wishes to continue the City's partnership with SHARE!, and to provide additional funding for housing related services. Owing to the success of the SHARE! housing program, master leasing of shared housing should also be considered as an option to fulfill the City's housing goals under the Alliance Settlement Agreement (23-1022-S7).

I THEREFORE MOVE that the Council transfer \$25,000 from General City Purposes Fund No. 100-56, Account No. 0617 (Additional Homeless Services - CD3) to General City Purposes Account No. 0703 (CD 3).

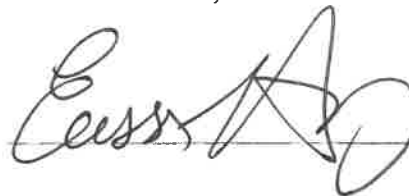
I FURTHER MOVE that the Council instruct the City Administrative Officer, with the assistance of the Chief Legislative Analyst and the Los Angeles Homeless Services Authority, to report on the feasibility of master leasing shared-housing units to comply with the requirements of the Alliance Settlement Agreement, and on the use of the State's Homeless Housing, Assistance, and Prevention grant funding for such purposes.

PRESENTED BY:


BOB BLUMENFIELD

Councilmember, 3rd District

SECONDED BY:



ORIGINAL


FEB 21 2025

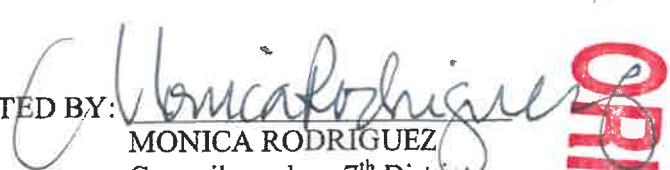
MOTION

The City Attorney is responsible for defending the City in court, and over recent years has become more reliant on the use of outside counsel. In many cases this makes sense, due to the complexity or circumstances of individual cases, but in other cases the City Attorney may rely on outside counsel because of staffing shortages or other issues. Over the last fiscal year, the City's liability claims have expanded significantly, and have become the leading category of over-expenditure in a time of serious budgetary constraints. As a result, the City's reliance on outside counsel has grown this year, with \$3.25 million included in the 2024-25 Adopted Budget and an additional \$4.4 million transferred from the Unappropriated Balance to the City Attorney's budget in the 2nd Financial Status Report to cover additional outside counsel costs.

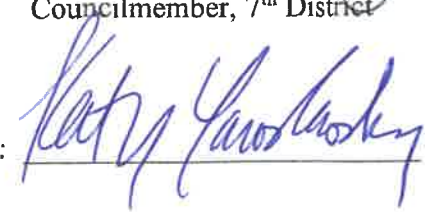
In order to understand the costs associated with outside counsel, and to inform policy makers as to whether outside counsel is the most efficient use of funds, the Council should request the City Attorney to provide an analysis comparing the cost and outcomes of cases handled by outside counsel to those handled by City Attorney staff.

I THEREFORE MOVE that the City Attorney, with the assistance of the City Administrative Officer, BE REQUESTED to report with an analysis of the expenditures and outcomes of legal cases managed by outside counsel as compared to those managed by City Attorney Staff, with the analysis comparing the percentage of cases settled out of court, the size of settlements agreed to, the outcomes of cases taken to trial and the personnel costs associated with legal representation in these cases.

PRESENTED BY:


MONICA RODRIGUEZ
Councilmember, 7th District

SECONDED BY:



jwd


FEB 21 2025

ORIGINAL

Motion

The city of Hanoi is the capital city of Vietnam, which is located along the eastern edge of the Indochinese Peninsula. Hanoi is the second largest city in Vietnam (after Ho Chi Minh City) and has a population of approximately 8.6 million. The city of Hanoi accounts for 12.6 percent of Vietnam's Gross Domestic Product, and 7.5 percent of the country's total exports. Hanoi is also a center of industry and is a hub for foreign trade, agriculture, and tourism.

Like Los Angeles, Hanoi is one of the leading cultural centers in its nation. Hanoi's more than six decades of French colonization, as well as centuries of sociocultural influence from China, have influenced the city's architecture and food. Hanoi has several well-known cultural centers, including the National Museum of Vietnamese History, the Vietnam National Museum of Fine Arts, and the Hanoi Grand Opera House.

In addition to the city's distinct landmarks, the city is also home to several commercial and cultural districts, such as the Old Quarter and the French Quarter. The Old Quarter is famous for being home to a variety of craftsmen from specific trades or guilds that gather to sell their goods to merchants. The French Quarter is considered to be the political center of Vietnam due to its high concentration of government offices and embassies.

San Francisco has a Vietnamese Consulate, which can be called upon to assist in facilitating documentary and other travel/ transfer requirements to facilitate numerous Sister City exchange programs.

As a city, Hanoi faces many challenges similar to those of Los Angeles, including air quality, transit, historic preservation, economic revitalization, and tourism. Additionally, the presence of a large community of residents and business persons in Los Angeles from Vietnam makes it even more desirable to consider a linkage between Los Angeles and Hanoi. These common attributes and the rich historical and cultural heritage, make it appropriate to consider making Hanoi, Vietnam, a sister city to Los Angeles.

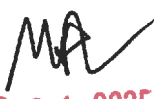
I, THEREFORE MOVE, that the Council's Rules, Elections, and Intergovernmental Relations Committee initiate the process to consider and ultimately adopt Hanoi, Vietnam, as a Sister City to Los Angeles. As part of the City's discussions to establish a sister city relationship with Hanoi, the City's representatives and negotiators should keep in mind the policy set forth in Council File 19-0002-S101.

PRESENTED BY:


BOB BLUMENFIELD
Councilmember, 3rd District

SECONDED BY:




FEB 21 2025

ORIGINAL

MOTION

Since its relocation to its current site in 2020, the Skid Row Community Refresh Spot at 544 Towne Ave has become a cornerstone of daily life for many living in the area. From basic amenities like showers, laundry, and phone charging to recurring partner programming like the Community Outreach Court where people can begin the process for an expungement, and healthcare treatment offered by a number of providers, the Refresh Spot is a one-stop hub for myriad vital services.

In 2024 alone, the Refresh Spot provided essential services to 229,773 guests, including 613 families. This included 44,952 showers, 36,780 laundry loads, 22,249 charging station uses, and 139,448 restroom visits. The site is clearly filling a significant gap that the community has come to rely on.

The City leases the Refresh Spot location at 544 Towne Ave, and the current term of the lease is set to expire on March 11, 2025. On September 1, 2019, the Council and Mayor approved a Municipal Facilities Committee (MFC) report that allocated \$1,127,678 in Homeless Emergency Aid Program (HEAP) funding to cover that term, which ended up leaving a \$67,876.04 shortfall. Council approved a motion (CF 19-0644) on February 3, 2025 to use the Additional Homeless Services - CD 14 account to cover the shortfall.

The City's lease agreement (C-135039) with Los Angeles Holdings, LLC, the owner of 544 Towne Ave, allows for a five-year extension, which would extend the lease end date to February 12, 2030. Unfortunately, there are no funds currently identified to fund said lease extension.

Beyond the services it explicitly offers, the Refresh Spot has become a haven for people living in Skid Row to feel safe and seen, and to make potentially life-changing connections. Some of the organizations operating programming in the Refresh Spot have even hired Skid Row residents in full- or part-time positions. Losing this resource would be a devastating disruption to the entire community and would represent a major step backwards for thousands of people experiencing homelessness.

I THEREFORE MOVE that the City Administrative Officer (CAO) report to City Council within 5 days with a funding plan to allow the City to execute the contract amendment extending the lease with Los Angeles Holdings, LLC through February 12, 2030 for the Refresh Spot at 544 Towne Ave (C-135039).

PRESENTED BY:

ISABEL JURADO

Councilmember, 14th District

SECONDED BY:


FEB 21 2025

ORIGINAL

MOTION

On January 19, 2024, a motion (Raman - Blumenfield; C.F. 20-1524-S7) was introduced to instruct the City Administrative Officer (CAO) to apply for the State of California Interagency Council on Homelessness (Cal ICH) Homeless Housing, Assistance, and Prevention Program Round 5 (HHAP-5) funding. The State of California HHAP-5 program is a \$1 billion block grant program designed to provide jurisdictions with one-time grant funds to support regional coordination and expand or develop local capacity to address immediate homelessness challenges. This fifth round of HHAP was authorized by Assembly Bill 129 and signed into law by Governor Newsom on July 10, 2023. The City of Los Angeles was awarded a total HHAP-5 allocation of \$164,335,500.

I THEREFORE MOVE that the City Council AUTHORIZE the Controller to:

1. Establish a new Special Fund, entitled "HHAP-5," within Department 10, to receive and disburse the HHAP-5 funds:
2. Create the appropriation accounts named below, account numbers to be determined; and
3. Upon receipt of the complete allocation of HHAP-5 funds, increase appropriations within the newly created appropriation accounts as follows:

Special Fund: HHAP-5	
Account	Amount
FC-1 Interim Housing	\$98,237,090
FC-2 Housing Operations in Skid Row	\$2,045,149
FC-3 Rapid Rehousing and Housing Navigation	\$11,975,385
FC-4 Outreach, Hygiene, Prevention, and Supportive Services	\$24,140,841
FC-5 Youth Experiencing or At Risk of Homelessness	\$16,433,550
FC-6 Administrative Costs and Systems Support	\$11,503,485
Total	\$164,335,500

I FURTHER MOVE to authorize CAO to prepare Controller instructions or make necessary technical adjustments, including to the names of the Special Fund accounts or to make any corrections, clarifications, or revisions to the above fund transfer


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instructions and recommendations listed above for this motion to implement the intent of these transactions, and authorize the Controller to implement these instructions.

PRESENTED BY: Nithya Raman

NITHYA RAMAN
Councilmember, 4th District

SECONDED BY: Dr. Blum

ORIGINAL

RESOLUTION

TRANSPORTATION

WHEREAS, California Vehicle Code Section 22507 (a) allows local authorities, by ordinance or Resolution, to prohibit or restrict the stopping, parking, or standing of vehicles; and

WHEREAS, residents have identified a long-standing issue with criminal activity along a segment of the east side of Reseda Boulevard between Country Club Place and St. Moritz Drive; and

WHEREAS, residents are requesting that the Los Angeles Department of Transportation prohibit parking in the immediate vicinity with the installation of "No Stopping Between 10PM to 6AM" signs;

NOW, THEREFORE BE IT RESOLVED that the City Council, pursuant to California Vehicle Code Section 22507(a), hereby instructs the Los Angeles Department of Transportation to post "No Stopping Between 10PM to 6AM" signs on the east side of Reseda Boulevard between Country Club Place and St. Moritz Drive to address criminal activity associated with parked vehicles along this street segment.

PRESENTED BY:



BOB BLUMENFIELD
Councilmember, 3rd District

SECONDED BY:



ORIGINAL

BMR

FEB 21 2025



MOTION

ENERGY & ENVIRONMENT

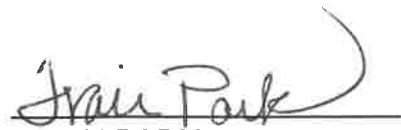
The wildfire that erupted in the Pacific Palisades on Tuesday, January 7, 2025, burned more than 23,000 acres and almost 7,000 structures. Wildfires dramatically increase the potential for mudslides and debris flow because the fire creates a waxy impermeable layer on the soil that causes water to move downslope at greater speeds. There have been three significant rain storms since the fires with last week's rains being the most severe. These rains have caused mudslides and debris flows that have brought down hazardous ash, soil, and debris from the burn scar into the ocean and onto our beaches.

In the wake of the fire and the subsequent rains, Los Angeles' coastal communities have expressed concerns about beach and ocean health and safety. The City of Los Angeles should help disseminate the most recent guidance and advice from ocean water quality experts. This situation also presents an opportunity to chart a new path forward for the region with better communication and more transparency about ocean water quality, marine health, and beach safety.

The City Council ought to extend an invitation to experts on ocean water quality at the Los Angeles County Department of Public Health and the County Department of Beaches and Harbors to present the latest information on the quality of ocean water now in the aftermath of the wildfire, as well as the most recent guidance on how individuals should protect themselves and their families. The City's Bureau of Sanitation (LASAN) also performs their own testing and therefore should also be a part of this dialogue.

I THEREFORE MOVE that the City Council instruct the Bureau of Sanitation, and request both the Los Angeles County Department of Public Health and Department of Beaches and Harbors, to present before the City Council the most recent and relevant data on ocean water quality conditions, testing and guidance to ensure the health and safety of the public and the well-being of the beaches and marine life from the hazardous debris created by the Palisades Fire.

PRESENTED BY:


TRACI PARK
Councilwoman, 11th District

SECONDED BY:


ABHI SINGH
Councilman, 11th District


FEB 21 2025

ORIGINAL

MOTION

BUDGET & FINANCE

Last year, the Personnel, Hiring and Audits Committee considered 41 reports from various City agencies relative to vacant employee positions (C.F. 23-1429). The purpose of the discussions was to receive an assessment of the vacancy rates in each department, analyze the effects on key public services, and allow the City to prioritize recruitment in key positions in preparation for challenges in FY 2025-26.

As the City continues to face fiscal challenges and ongoing demands for City services, it is important to review existing vacancy rates in critical departments.

I THEREFORE MOVE that the Council instruct City departments to provide a list of each vacant position to the City Administrative Officer, the Personnel Department, and the City Council within 30 days, under the direction of the Personnel and Hiring Committee, that includes:

- The position classification and the departmental program to which they are assigned;
- The annual salary cost for each vacancy, whether the positions are regular or resolution, and whether they are funded through special funds or the General Fund and if any are fee supported;
- The positions that are needed to meet each department's FY2024-25 salary savings rate; and
- The fiscal year when the position was originally authorized (within the last five years) and when the position most recently became vacant.

PRESENTED BY: 

TIM McOSKER
Councilmember, 15th District

SECONDED BY: 

ORIGINAL


FEB 21 2025

MOTION

I MOVE that the Personnel and Hiring Committee Report relative to payroll issues at the Los Angeles Fire Department (LAFD) in connection with the Workday payroll system, Item #8 on today's Council Agenda (C.F. 25-0073), BE AMENDED to replace the recommendations with the following revised language:

1. REQUEST the Mayor and Controller and INSTRUCT the City Administrative Officer (CAO), Information Technology Agency, Personnel Department, and LAFD to ~~establish a targeted task force~~ **continue the ongoing collaboration** to identify and expeditiously address LAFD sworn payroll issues ~~that it's are experiencing, specifically focused on identifying,~~ **including determining** the necessary resources and technological fixes that may be necessary.
2. APPROVE and INSTRUCT the CAO to authorize substitute authority for the following ~~nine-fifteen~~ positions in the LAFD:
 - a. One Senior Personnel Analyst I
 - b. Two Personnel Records Supervisors
 - c. Five Senior Administrative Clerks
 - d. Two Personnel Analysts
 - e. Four Accounting Clerks
 - f. One Systems Analyst
3. INSTRUCT the CAO to identify funding for the ~~nine-fifteen~~ substitute authority positions in a subsequent Financial Status Report.

PRESENTED BY: _____

TIM McOSKER
Councilmember, 15th District

SECONDED BY: _____

Travis Park

ORIGINAL

mst

MH

FEB 21 2025

FEB 21 2025

MOTION

I HEREBY MOVE that the Council ADOPT the following recommendations in order to effect settlement in the case entitled Daniel Gonzalez, et al. v. City of Los Angeles, et al., United States District Court Case No. 5:23-cv-00222-SSS-SHK. (This matter arises from an incident involving the Los Angeles Fire Department.), **SUBJECT TO THE APPROVAL OF THE MAYOR:**

1. AUTHORIZE the City Attorney's Office to expend up to **\$9,500,000** in settlement of the above-entitled matter.
2. AUTHORIZE the Controller to transfer **\$9,500,000** from the Liability Claims Fund No. 100/59, Account No. 009798, Miscellaneous Liability Payouts, to Fund No. 100/59, Account No. 009790, Fire Liability Payouts.
3. AUTHORIZE the City Attorney to draw a demand from Fund No. 100/59, Account No. 009790, Fire Liability Payouts, to be provided once approved.
4. AUTHORIZE the City Attorney, or designee, to make necessary technical adjustments, subject to the approval of the City Administrative Officer; and, AUTHORIZE the Controller to implement the instructions.

This matter was recommended for approval by the Budget and Finance Committee (Yaroslavsky – Blumenfield – Hutt – McOskey – Hernandez: "Yes") at its meeting held on February 18, 2025, in Closed Session as permitted by Government Code Section 54956.9(d)(1).

PRESENTED BY _____
KATY YAROSLAVSKY
Councilmember, 5th District

SECONDED BY _____
BOB BLUMENFIELD
Councilmember, 3rd District