Los Angeles City Council, Journal/Council Proceeding
Friday, April 17, 2026
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: Harris-Dawson, Hutt, Jurado, Lee, McOsker, Padilla, Price Jr., Raman, Rodriguez, Soto-Martínez, Yaroslavsky (11) Absent: Blumenfield, Hernandez, Nazarian, Park (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) **25-0668**

TRANSPORTATION COMMITTEE REPORT relative to current safety measures at each highway-rail grade crossing and establishing a quiet zone in the City of Los Angeles portion of the Ventura Subdivision.

Recommendation for Council action:

NOTE and FILE the Department of Transportation report dated March 11, 2026, attached to the Council file, relative to current safety measures at each highway-rail grade crossing and establishing a quiet zone in the City of Los Angeles portion of the Ventura Subdivision, inasmuch as it is for information purposes only and no action is required.

Fiscal Impact Statement: Not applicable

Community Impact Statement: None submitted

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

(2) **25-0919**
CD 6

TRANSPORTATION COMMITTEE REPORT relative to access improvements to the Sun Valley Metrolink parking lot and station platform.

Recommendation for Council action:

NOTE and FILE the Department of Transportation (DOT) report dated March 6, 2026, attached to the Council file, relative to the status of access improvements to the Sun Valley Metrolink parking lot and station platform, inasmuch as the report is for information only and no action is required.

Fiscal Impact Statement: Not applicable

Community Impact Statement: Yes

Against: Sun Valley Area Neighborhood Council

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

(3) **25-0921**
CD 6

ARTS, PARKS, LIBRARIES, AND COMMUNITY ENRICHMENT COMMITTEE REPORT relative to the repair and reactivation of the Panorama City Recreation Center Splash Pad and the construction of the Allegheny Park Splash Pad.

Recommendation for Council action:

NOTE and FILE the Board of Recreation and Park Commissioners report dated February 3, 2026, attached to the Council file, relative to the repair and reactivation of the Panorama City Recreation Center Splash Pad and the construction of the Allegheny Park Splash Pad, inasmuch as said report is for informational purposes only.

Fiscal Impact Statement: Not applicable

Community Impact Statement: None submitted

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

(4) **26-0359**

GOVERNMENT OPERATIONS COMMITTEE REPORT relative to the Real Property Trust Fund Reports for Fiscal Year (FY) 2024-25.

Recommendation for Council action:

NOTE and FILE the March 11, 2026 City Clerk report relative to the Real Property Trust Fund Reports for FY 2024-25.

Fiscal Impact Statement: Not applicable

Community Impact Statement: None submitted

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

(5) **26-0288**

GOVERNMENT OPERATIONS COMMITTEE REPORT relative to proposed new City Office space standards.

Recommendations for Council action:

1. ADOPT the revised City Office Space Standards as outlined below:

    a. Standardize each workspace area to a six feet by six feet (6x6) for non-management classifications.

    b. Amend the office space for managers to 10 feet by 12 feet (10x12) from the current size of 12 feet by 15 feet.

    c. Amend the space for executive offices to 12 feet by 15 feet (12x15) from the current size of 15 feet by 17 feet (15x17).

    d. Use the new recommended designs to accommodate desk sharing, hoteling, and telecommute/hybrid space needs included in Attachment B of the February 26, 2026 Municipal Facilities Committee (MFC) report, attached to the Council File, such as:
        i. Focus Rooms/Phone Booths, and workstations

        ii. Collaboration Spaces such as huddle rooms, conference rooms, and open collaboration areas.

        iii. Support space such as copy/print rooms, pantries, and wellness rooms.

    e. Office space should be assigned as outlined above in Recommendation No. 1 and Attachment B to staff who work in the office at least three days per week.

    f. Hoteling/shared space as outlined in Recommendation 1 and Attachment B of the February 26, 2026 MFC report, attached to the Council File, should be assigned to employees that telecommute (work from home) three or more days per week.

2. DIRECT the Department of General Services to:

   a. Comply with the new Space Standards and apply these standards to new requests for space or repurposing of existing office space.

   b. Ensure that a Department's telecommute policy has been approved by the Mayor's Office before initiating work on new requests for space or space repurposing.

3. INSTRUCT City Departments that wish to deviate from the proposed Space Standards to submit a written request to the MFC.

Fiscal Impact Statement: The MFC reports that there is no General Fund impact resulting from the adoption of the revised Space Standards. The tenant improvements and furniture costs associated with space conversions would be considered on a case-by-case basis.

Financial Policies Statement: The MFC reports that the recommendations contained in the February 26, 2026 MFC report, attached to the Council File, comply with the City's Financial Policies in that approval does not require a funding appropriation.

Community Impact Statement: None submitted

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

(6) **25-1358**

GOVERNMENT OPERATIONS COMMITTEE REPORT relative to the impacts of Senate Bill 707 will have on current City procedures and the necessary changes the City would be required to complete to be in compliance with the new adaptations to the Brown Act.

Recommendations for Council action:

1. AUTHORIZE the purchase and annual renewal of the necessary Zoom licenses, in the estimated amount of $30,000 to ensure City Council will meet Senate Bill 707 requirements for remote access (voice-only) for the public for full session meetings in City Hall Council Chambers and committee meetings in the 4th floor committee room.

2. **INSTRUCT the City Clerk, Information Technology Agency (ITA), and Department of General Services to analyze and report back on the specific engineering, construction, labor, and equipment costs for upgrading the Van Nuys Council Chambers.**

3. NOTE and FILE the February 24, 2026 City Clerk report.

Fiscal Impact Statement: The ITA reports that the recommendations contained in the January 20, 2026 ITA report, attached to the Council File, will have an annual General Fund impact estimated at $30,000 in software licensing costs.

Community Impact Statement: Yes

For:
Pacoima Neighborhood Council
Reseda Neighborhood Council

For, If Amended:
North Hollywood Neighborhood Council

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

(7) **20-0702-S1**

GOVERNMENT OPERATIONS COMMITTEE REPORT relative to authorizing the Department of General Services (GSD) to negotiate and execute a parking lease amendment with 888 Vermont Avenue,

LLC, for the Los Angeles Department of Transportation (LADOT) at 888 South Vermont Avenue.

Recommendation for Council action:

AUTHORIZE the Department of General Services (GSD) to negotiate and execute a lease amendment based on the revised terms and conditions with 888 Vermont Avenue, LLC for LADOT use of property located on 888 Vermont Avenue Los Angeles, CA 90005 under the terms and conditions as substantially outlined in the March 3, 2026 Municipal Facilities Committee (MFC) report, attached to the Council File.

Fiscal Impact Statement: The MFC reports that there is no anticipated General Fund impact. Based on the projections provided by the GSD, there is sufficient savings within the Citywide Leasing Account to fund the leasing costs.

Community Impact Statement: None submitted

TIME LIMIT FILE - MAY 2, 2026

(LAST DAY FOR COUNCIL ACTION - MAY 1, 2026)

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

(8) **26-0304**

GOVERNMENT OPERATIONS COMMITTEE REPORT relative to authorizing the Department of General Services (GSD) to negotiate and execute a lease agreement with Yong Woo Park and Jonathan Park, doing business as Plaza Cards and Gifts, at 201 North Figueroa Street, Suite 199.

Recommendation for Council action:

AUTHORIZE the GSD to negotiate and execute a lease agreement with Yong Woo Park and Mr. Jonathan Park dba Plaza Cards and Gifts for the retail space located at 201 N. Figueroa Street, Space 199, Los Angeles, CA 90012 under terms and conditions substantially

outlined in the March 3, 2026 Municipal Facilities Committee (MFC) report, attached to the Council File.

Fiscal Impact Statement: The MFC reports that rent receivables in the amount of $24,315 will be deposited to the General Fund for Fiscal Year 2025-26. The tenant is responsible for cleaning, trash removal, compliance with sanitation standards, maintenance of the interior of the leased site, and any excess utility usage.

Community Impact Statement: None submitted

TIME LIMIT FILE - MAY 2, 2026

(LAST DAY FOR COUNCIL ACTION - MAY 1, 2026)

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

(9) **26-0315**

GOVERNMENT OPERATIONS COMMITTEE REPORT relative to authorizing the Department of General Services (GSD) to negotiate and execute a no-cost license agreement with the National Weather Service (NWS) to operate a remote weather station adjacent to the Frank Hotchkin Memorial Training Center parking lot at 1700 Stadium Way.

Recommendations for Council action:

1. FIND, pursuant to Los Angeles City Charter Section 371(e)(10) and Los Angeles Administrative Code Section 10.15(a)(10), that the use of competitive bidding would be undesirable and impractical for this agreement, as the NWS is a federal agency uniquely qualified to install, operate, and maintain meteorological monitoring equipment for public safety and weather forecasting purposes.

2. AUTHORIZE the GSD to negotiate and execute a no-cost license agreement with the NWS for the use of a portion of the City-owned property located at 1700 Stadium Way, Los Angeles, CA 90012, under the terms and conditions substantially outlined in the February 26, 2026 Municipal Facilities Committee (MFC) report, attached to the Council File.

Fiscal Impact Statement: The MFC reports that there is no General Fund impact as this is a no-cost license agreement. The NWS is responsible for the operation, maintenance, repair, and replacement costs of the equipment.

Community Impact Statement: None submitted

TIME LIMIT FILE - MAY 3, 2026

(LAST DAY FOR COUNCIL ACTION - MAY 1, 2026)

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

(10) **26-0301**

GOVERNMENT OPERATIONS COMMITTEE REPORT relative to creating process for implementing licenses for Cultivation and Delivery to the public.

Recommendations for Council action, pursuant to Motion (Padilla – Price):

1. INSTRUCT the Department of Cannabis Regulation (DCR) to report on a process for implementing licenses for Cultivation and Delivery to the public.

2. REQUEST the City Attorney to prepare and present an Ordinance that outlines the process that has been proposed by the DCR.

Fiscal Impact Statement: Neither the City Administrative Officer or the Chief Legislative Analyst has completed a financial analysis of this report.

Community Impact Statement: None submitted

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

(11) **26-0247**
CD 8

CATEGORICAL EXEMPTION and ARTS, PARKS, LIBRARIES, AND COMMUNITY ENRICHMENT COMMITTEE REPORT relative to an Agreement with the Los Angeles Brotherhood Crusade – Black United Fund, Inc. (Brotherhood) for the non-exclusive use of the synthetic soccer field at Algin Sutton Recreation Center, located at 8800 South Hoover Street.

Recommendations for Council action:

1. DETERMINE that the project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article 19, Section 15301 [Operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use] of the California CEQA

Guidelines; and, Article III, Section 1, Class 1(14) of the City CEQA Guidelines.

2. APPROVE a proposed Agreement between the Department of Recreation and Parks (RAP) and Brotherhood, a 501(c)(3) nonprofit corporation, for the non-exclusive use of the synthetic turf soccer field at Algin Sutton Recreation Center located at 8800 South Hoover Street, Los Angeles, California 90044, with an initial term of five years, and the option to renew for an additional five years, substantially in the form included as Attachment 1 of the Board of Recreation and Park Commissioners (Board) report dated February 19, 2026, attached to the Council file, for the operation of the “Soccer for Success” After-School Soccer Program for youth, subject to the approval of the City Attorney as to form.

3. AUTHORIZE the RAP to continue collecting Staff Impact Cost Recovery Reimbursement Fee (CRRF) Payments for deposit in the sub-account in Fund No. 302/89 designated for Brotherhood.

4. AUTHORIZE the President and Secretary, Board, to execute the Agreement subsequent to all necessary approvals.

5. AUTHORIZE the RAP to make technical corrections in order to carry out the Board’s intent of said Board report.

Fiscal Impact Statement: The Board reports that the Agreement will have no adverse fiscal impact on the RAP's General Fund, as the Brotherhood's “Soccer for Success” Program is a self-sustaining program; and further, the Brotherhood’s payment of the CRRF will help to offset a portion of certain overhead costs incurred by Algin Sutton Recreation Center resulting from the Brotherhood’s operation of the Program.

Community Impact Statement: None submitted

Adopted Item

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

(12) **26-0307**

ARTS, PARKS, LIBRARIES, AND COMMUNITY ENRICHMENT COMMITTEE REPORT relative to the approval of a Publishing Agreement between John McCormack and Angel City Press at Los Angeles Public Library (LAPL).

Recommendations for Council action:

1. AWARD a Publishing Agreement to John McCormack, substantially in the form on file in the Board of Library Commissioners (Board) Office, for the exclusive license in the copyright of The Last Condors of Eaton Canyon.

2. AUTHORIZE the City Librarian, LAPL, and the City Attorney to make any technical and clerical changes, if needed, to the Publishing Agreement.

3. AUTHORIZE the President and the Secretary, Board, to execute the Publishing Agreement upon the completion of all required approvals.

Fiscal Impact Statement: None submitted by the Board. Neither the City Administrative Officer nor the Chief Legislative Analyst has completed a financial analysis of this report.

Community Impact Statement: None submitted

TIME LIMIT FILE - MAY 2, 2026

(LAST DAY FOR COUNCIL ACTION - MAY 1, 2026)

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

Hernandez, Nazarian, Park (4)

(13) **24-1183**
CD 5

CATEGORICAL EXEMPTION and ARTS, PARKS, LIBRARIES, AND COMMUNITY ENRICHMENT COMMITTEE REPORT relative to the First Amendment to Agreement No. 4209 (First Amendment) with the Holmby Park Lawn Bowling Club (HPLBC) to extend their current hours of operation at Holmby Park.

Recommendations for Council action:

1. DETERMINE that approval of the First Amendment is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article 19, Section 15301 [Operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use] of the California CEQA Guidelines and Article III, Section 1, Class 1(14) of the City CEQA Guidelines.

2. APPROVE the proposed First Amendment with the HPLBC, substantially in the form attached to the Board of Recreation and Park Commissioners (Board) report dated March 5, 2026, attached to the Council file, to extend the HPLBC hours of operation and update the HPLBC's contact information, subject to the approval of the City Attorney as to form.

3. AUTHORIZE the President and Secretary, Board, to execute the First Amendment subsequent to all necessary approvals.

4. AUTHORIZE the Department of Recreation and Parks (RAP) to make technical corrections in order to carry out the intent of the Board's action.

Fiscal Impact Statement: The Board reports that the First Amendment will have no adverse fiscal impact on the RAP's General Fund, as the HPLBC is a self-sustaining program, with its events and activities funded through HPLBC dues and private donations at no cost to the

RAP. Further, HPLBC's payment of the Cost Recovery Reimbursement Fee will support the RAP maintenance budget for Holmby Park.

Community Impact Statement: None submitted

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

Items for which Public Hearings Have Not Been Held - (10 Votes Required for Consideration)

(14) **26-0473**

CONSIDERATION OF MOTION (PRICE – PARK) relative to grant funding awarded by the California Department of Transportation (Caltrans) under the Community Cleanup and Employment Pathway (CCEP) Grant Program, to provide litter and graffiti abatement in the City.

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

1. AUTHORIZE the Directors of the Bureau of Street Services, the Bureau of Sanitation, the Office of Community Beautification, or designees, to act as the lead signatory and primary authority for their respective projects as specified in the table contained in the Motion date March 27, 2026, attached to Council file No. 26-0473, and to negotiate, accept, execute, and submit all documents, including, but not limited to, applications, agreements, amendments, and payment requests etc., subject to the approval of the City Attorney as to form, which may be necessary to secure the CCEP grant funds for their respective projects.

2. AUTHORIZE the Controller to establish the following five new accounts within the Board of Public Works (BWP), Fund No. 100/74, Contractual Service Account No. 003040, from the

available cash balance therein, entitled:

a. "CCEP Westside" in the amount of $200,000

b. "CCEP Beautify LA" in the amount of $195,000

c. "CCEP Restore" in the amount of $200,001

d. "CCEP DTLA" in the amount of $300,000

e. "CCEP South LA" in the amount of $200,001

3. AUTHORIZE the BPW to receive grant funds and reimburse the BPW, Fund No. 100/74, Contractual Service Account No. 003040 for expenditures made directly from the BPW Contractual Service Account.

4. AUTHORIZE the BPW to make technical adjustments as necessary and consistent with the Mayor and Council actions on this matter; subject to the approval of the City Administrative Officer; and, REQUEST the Controller to implement these instructions.

Community Impact Statement: None submitted

(Public Works Committee waived consideration of the above matter)

Adopted Item
Ayes: Harris-Dawson, Jurado, Hutt, Lee, McOsker, Nazarian, Padilla, Park, Raman, Rodriguez, Soto-Martínez, Yaroslavsky (12); Nays: (0); Absent: Blumenfield, Hernandez, Price Jr. (3)

Items Called Special

Motions for Posting and Referral - SEE ATTACHED

Council Members' Requests for Excuse from Attendance at Council Meetings

Adjourning Motions - SEE ATTACHED

Council Adjournment

ENDING ROLL CALL
Harris-Dawson, Hutt, Jurado, Lee, McOsker, Nazarian, Padilla, Park, Raman, Rodriguez, Soto-Martínez, Yaroslavsky (12) Absent: Blumenfield, Hernandez, Price Jr. (3)

Whereupon the Council did adjourn.

ATTEST: Patrice Y. Lattimore, CITY CLERK

By

Council Clerk PRESIDENT OF THE CITY COUNCIL

COMMENDATORY RESOLUTIONS

MOVED BY	SECONDED BY	NAME
Rodriguez for Hernandez	Hutt	Patricia Delgado
Nazarian	Padilla	Armenian Genocide (111th Anniversary
McOsker	Lee	National Public Safety Telecommunicators Week
Nazarian – Jurado for Yaroslavsky	Soto-Martinez - Park	Commission on the Status of Women (50th Anniversary)
Soto-Martinez	Price	Committing to Responsible Procurement Practices That Prevent Child Labor, Forced Labor, and Unsafe or Unlawful Working Conditions in Public Purchasing

ADJOURNING MOTIONS

MOVED BY	SECONDED BY	NAME
Soto-Martinez – Raman	All Members	Danica Sheridan
Rodriguez	All Members	Reverend Doctor Jeffery Joseph Jr.
McOsker	All Members	William Kevin “Mac” McOsker

TO CITY CLERK FOR PLACEMENT ON NEXT REGULAR COUNCIL AGENDA TO BE POSTED 4-57

MOTION

On June 30, 2021, the Los Angeles Police Department conducted a controlled detonation of illegal fireworks seized from a residence on the 700th block of East 27th Street. The detonation resulted in an explosion that injured several individuals and caused damage to the surrounding property. To ensure the continued provision of assistance to those affected by the blast, the authority is required to utilize the available remaining funding balance to finalize the project and maintain housing for those displaced by the explosion.

I THEREFORE MOVE that the Council, subject to the approval of the Mayor, approve the following:

1. **AUTHORIZE** and instruct the General Manager of the Community Investment for Families Department (CIFD) or its designee, to retroactively reinstate and amend the expired Occupancy Agreement (Contract No. C-138578) with ONNI 888 OLIVE ST LP from January 31, 2026, to a new termination date up to and including through December 31, 2026, subject to the approval of the City Attorney as to form, and to the extent any services have been provided or performed by ONNI 888 OLIVE ST LP in accordance with the terms and conditions of the Occupancy Agreement, those services are hereby ratified.

2. **AUTHORIZE** the Chief Legislative Analyst to make any technical corrections, clarifications, or revisions as necessary to the above instructions to further the motion's intent.

PRESENTED BY: _____
CURREN D. PRICE, JR.
Councilmember, 9th District

ORIGINAL

SECONDED BY: _____

APR 17 2026

TO CITY CLERK FOR PLACEMENT ON NEXT REGULAR COUNCIL AGENDA TO BE POSTED #52

MOTION

I MOVE to transfer $199,853.44 in the AB1290 Fund No. 53P, Account No. 281209 (CD9 Redevelopment Projects - Services) be transferred/appropriated to the Board of Public Works Contractual Services Account 100, Department 74, Account Number 3040 for public right-of-way cleanup and community beautification services in Council District 9.

I FURTHER MOVE that the Board of Public Works be authorized to make any corrections, clarifications or revisions to the above instructions, including any new instructions, in order to effectuate the intent of this Motion, 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: _____
CURREN D. PRICE, JR.
Councilmember, 9th District

SECONDED BY: _____

ORIGINAL

APR 17 2026

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

#53

MOTION

I MOVE that $438 be transferred/appropriated from Council's portion of the Heritage Month Celebration and Special Events line item in the General City Purposes Fund No. 100-56 to the General Services Fund No. 100-40, Account No. 001100 (Hiring Hall), for services in connection with Council District 10's special recognition of the 200th anniversary of diplomatic relations between Peru and the United States, including the illumination of City Hall on May 2, 2026.

ORIGINAL

PRESENTED BY: Heather Hutt
HEATHER HUTT
Councilmember, 10th District

SECONDED BY: Arnold Ferrer

jt

APR 17 2026

TO CITY CLERK FOR PLACEMENT ON NEXT PUBLIC COUNCIL AGENDA TO BE POSTED #54

MOTION

On Tuesday, December 29, 2020 at approximately 9:25 p.m., Demetri Lamar Alexander was standing in a parking lot located at 3502 West Slauson Avenue when an unknown suspect or suspects began shooting at him. Demetri was shot and died from his injuries in the hospital the following day. After a full investigation, detectives have been unable to identify the suspect or suspects and believe a reward may compel members of the public to provide information on the identity of the person or persons responsible for this crime.

The person or persons responsible for this crime represent an ongoing threat to the safety of the people of Los Angeles; therefore, it is appropriate for the City of Los Angeles to offer a reward for information leading to the identification, apprehension, and conviction of the person or persons responsible for the death of Demetri Lamar Alexander.

I THEREFORE MOVE that by adoption of this Motion, the City Council provide an offer of reward for information leading to the identification, apprehension, and conviction of the person or persons responsible for the death of Demetri Lamar Alexander on December 29, 2020, and in support thereof, make the following findings pursuant to Division 19, Chapter 12, Article 1 of the Los Angeles Administrative Code:

1. That the death of Demetri Lamar Alexander was caused by the willful misconduct of one or more persons.

2. That this offer of reward is consistent with and taken for the immediate protection of the public peace, health and safety of local residents, as well as visitors to the City, and is consistent with the need to arrest and convict the person or persons who, because of not being apprehended, could by their actions further terrorize and present a continuing and immediate menace to the rights of persons in the City.

3. That what happened to the victim is an especially disturbing crime and therefore, as a matter of public policy, the City hereby offers a reward as an added inducement for persons to come forward with information leading to the identification, apprehension and conviction of the person or persons responsible for the death of Demetri Lamar Alexander.

4. That the sum of $50,000 shall be the aggregate maximum sum of any payment or payments of a City reward in this instance.

5. That the offer of reward shall be in effect for six months from the date of the advertisement of the reward by the City Clerk.

I FURTHER MOVE that the City Clerk be directed to cause notices and/or advertisements to be duly published according to the requirements of Division 19, Chapter 12, Article 1 of the Los Angeles Administrative Code, and to thereby cause the offer of reward to become effective.

I FURTHER MOVE that the City Clerk be directed to publish the reward notice in the "Our Weekly," "Los Angeles Sentinel" and "LA Watts Times," in addition to the regular publications used by the City Clerk for reward notices, to ensure adequate community notice.

PRESENTED BY: _____
MARQUEECE HARRIS-DAWSON
Councilmember, 8th District

APR 17 2026

SECONDED BY: _____

map

TO CITY CLERK FOR PLACEMENT ON NEXT REGULAR COUNCIL AGENDA TO BE POSTED #55

MOTION

I MOVE that $300,000 from the General City Purposes Fund 100-56, Account No. 615 (Additional Homeless Services – CD1) be transferred / appropriated to the below listed Accounts and in the amounts specified the Bureau of Sanitation Fund 100-82 for additional services in Council District 1:

Account No.	Name	Amount
001010	Salaries – General	$125,000
003040	Contractual Services	$125,000
003090	Field Equipment Expense	$20,000
006020	Operating Supplies & Expense	$30,000
		======
	TOTAL	$300,000

I FURTHER MOVE that any funds relative to the above transfers that are unspent as of June 30, 2026 be reappropriated to the same accounts and for the same purpose in 2026-27.

I FURTHER MOVE that the Bureau of Sanitation 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: Heather Hutt for
EUNISSES HERNANDEZ
Councilmember, 1st District

SECONDED BY: _____

ORIGINAL

APR 17 2026

TO CITY CLERK FOR PLACEMENT ON NEXT REGULAR COUNCIL AGENDA TO BE POSTED #50

MOTION

I MOVE that $438 in the Council District 14 portion of the Council Projects line item in the General City Purposes Fund No. 100-56, Account No. 000A28 be transferred/appropriated to the General Services Fund No. 100-40, Account No. 001100 (Hiring Hall) for services in connection with Council District 14's special recognition of Proyecto Pastoral's 40 years of service to the community of Boyle Heights at City Hall, including the illumination of City Hall on May 21, 2026.

PRESENTED BY _____
YSABEL JURADO
Councilmember, 14th District

SECONDED BY _____

ORIGINAL

APR 17 2026

MOTION

5655-5657 Lexington, LP (Borrower), has requested that the California Municipal Finance Authority (CMFA) issue and/or reissue one or more series of bonds in an aggregate principal amount not to exceed $30,000,000 (Obligations) to finance and/or refinance the acquisition, construction, improvement, renovation, furnishing and equipping of a 67-unit affordable multifamily rental housing project located at 5655 Lexington Avenue in Council District 13. The Project will be owned by the Borrower and will provide 66 units of affordable housing and one manager unit.

In accordance with the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA) and as part of the issuance of the Obligations, CMFA conducted the required public hearing on April 9, 2026. Notice of the public hearing was published on April 2, 2026. CMFA is required to provide proof to the California Debt Limit Allocation Committee that a TEFRA hearing has been conducted as part of the application process.

No City funds are or will be pledged to support this project. The City is required by federal law to review and approve the issuance of bonds or revenue obligations for projects within its jurisdiction. The Obligations are payable solely from revenues or other funds provided by the Borrower. The City does not incur liability for repayment of the Obligations. To allow the bonds to be issued, the Council should consider the minutes of the TEFRA public hearing and adopt the required Resolution (attached).

I THEREFORE MOVE that City Council consider the attached TEFRA Hearing Minutes and adopt the attached Resolution to allow the California Municipal Finance Authority to issue and/or reissue bonds in an amount not to exceed $30,000,000 to finance and/or refinance the acquisition, construction, improvement, renovation, furnishing and equipping of a 67-unit multifamily rental housing project located at 5655 Lexington Avenue in Council District 13.

ORIGINAL

PRESENTED BY: _____
HUGO SOTO-MARTINEZ
Councilmember, 13th District

SECONDED BY: _____

APR 17 2026

RESOLUTION

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ANGELES APPROVING THE ISSUANCE OF THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY EXEMPT FACILITY BONDS FOR A QUALIFIED RESIDENTIAL RENTAL PROJECT IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $30,000,000 FOR THE PURPOSE OF FINANCING OR REFINANCING THE ACQUISITION, CONSTRUCTION, IMPROVEMENT AND EQUIPPING OF 5655 LEXINGTON AND CERTAIN OTHER MATTERS RELATING THERETO

WHEREAS, 5655-5657 Lexington, LP (the "Borrower") a partnership of which HVN Development, LLC (the "Developer") or a related person to the Developer is the general partner, has requested that the California Municipal Finance Authority (the "Authority") adopt a plan of financing providing for the issuance of exempt facility bonds for a qualified residential rental project pursuant to Section 142(a)(7) of the Internal Revenue Code of 1986 (the "Code") in one or more series issued from time to time, including bonds issued to refund such exempt facility bonds in one or more series from time to time, and at no time to exceed $30,000,000 in aggregate principal amount (the "Bonds"), to finance or refinance the acquisition, construction, improvement and equipping of a multifamily rental housing project located at 5655 Lexington Avenue, Los Angeles, California (the "Project"); and

WHEREAS, pursuant to Section 147(f) of the Code, the issuance of the Bonds by the Authority must be approved by the City of Los Angeles (the "City") because the Project is located within the territorial limits of the City; and

WHEREAS, the City Council of the City (the "City Council") is the elected legislative body of the City and is one of the "applicable elected representatives" required to approve the issuance of the Bonds under Section 147(f) of the Code; and

WHEREAS, the Authority has requested that the City Council approve the issuance of the Bonds by the Authority in order to satisfy the public approval requirement of Section 147(f) of the Code and the requirements of Section 4 of the Joint Exercise of Powers Agreement Relating to the California Municipal Finance Authority, dated as of January 1, 2004 (the "Agreement"), among certain local agencies, including the City; and

WHEREAS, pursuant to Section 147(f) of the Code, following notice duly given, representatives of the Authority conducted a public hearing on behalf of the City Council regarding the issuance of the Bonds in compliance with the requirements of Section 147(f) of the Code and provided minutes of the hearing; and

WHEREAS, the City Council now desires to approve the issuance of the Bonds by the Authority.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Los Angeles as follows:

Section 1. The foregoing resolutions are true and correct.

Section 2. The City Council hereby approves the issuance of the Bonds by the Authority. It is the purpose and intent of the City Council that this resolution constitute approval of the issuance of the Bonds by the Authority, for the purposes of (a) Section 147(f) of the Code by the applicable elected representative of the governmental unit having jurisdiction over the area in which the Project is located, in accordance with said Section 147(f) and (b) Section 4 of the Agreement.

Section 3. The issuance of the Bonds shall be subject to the approval of the Authority of all financing documents relating thereto to which the Authority is a party. The City shall have no responsibility or liability whatsoever with respect to the Bonds.

Section 4. The adoption of this Resolution shall not obligate the City or any department thereof to (i) provide any financing to acquire or construct the Project or any refinancing of the Project; (ii) approve any application or request for or take any other action in connection with any planning approval, permit or other action necessary for the acquisition, construction, rehabilitation, installation or operation of the Project; (iii) make any contribution or advance any funds whatsoever to the Authority; or (iv) take any further action with respect to the Authority or its membership therein.

Section 5. The officers of the City are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they deem necessary or advisable in order to carry out, give effect to and comply with the terms and intent of this resolution and the financing transaction approved hereby.

Section 6. This resolution shall take effect immediately upon its adoption.

TEFRA PUBLIC HEARING MEETING MINUTES
Thursday-April 9, 2026
9:30 A.M.

CALIFORNIA MUNICIPAL FINANCE AUTHORITY

This meeting was conducted to meet the required Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA) Public Hearing for the 5655 Lexington project.

This meeting was called to order on Thursday-April 9, 2026, at 9:30 a.m. via toll free telephone by the California Municipal Finance Authority.

A notice of this hearing was published in the *Los Angeles Daily News* on April 2, 2026 (the "Notice"). The purpose of this meeting was to hear public comments regarding the California Municipal Finance Authority's proposed issuance of bonds or notes for financing and/or refinancing the above referenced project.

The California Municipal Finance Authority representative present was Anthony Stubbs.

By 10:30 a.m. there were no other representatives from the public who made themselves available and no public comments were provided, so the meeting was adjourned.

I declare under penalty of perjury that this is a true and exact copy of the TEFRA public hearing meeting minutes regarding the above referenced projects held on April 9, 2026, at 9:30 a.m.

CALIFORNIA MUNICIPAL FINANCE AUTHORITY

By: _____
Name: Anthony Stubbs
Title: Financial Advisor, California Municipal Finance Authority

MOTION

I MOVE that $250,000 in the Council District 8 portion of the Council Projects line item in the General City Purposes Fund No. 100-56, Account No. 000A28 be utilized to supplement the programs and services associated with the Enhanced Summer Night Lights program, currently being provided by the Brotherhood Crusade under City Contract C-138622 for an extended period from June 30, 2026 to June 30, 2028.

I FURTHER MOVE that the City Clerk be instructed and authorized to prepare, process and execute the necessary documents with and/or payments to the Brotherhood Crusade, 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 City Clerk 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: _____
MARQUEECE HARRIS-DAWSON
Councilmember, 8th District

SECONDED BY: _____

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

MOTION

The Councilmember of the Second District has expressed the need for a personal services contract with Paschal Roth Public Affairs, Inc., for expertise the Councilmember needs relative to his 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 April 1, 2026 to September 30, 2026 and the Contractor is to receive an amount not to exceed $60,000 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 Paschal Roth Public Affairs, Inc. for providing services to the Second Council District as set forth therein, be approved.

I FURTHER MOVE that the Councilmember of the Second 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 2025-2026 and to reflect it as a charge against the budget of the involved Council Office.

PRESENTED BY _____
ADRIN NAZARIAN
Councilmember, 2nd District

SECONDED BY _____

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APR 17 2026

AGREEMENT NUMBER C-
BETWEEN
THE CITY OF LOS ANGELES
AND
PASCHAL ROTH PUBLIC AFFAIRS, INC.
FOR
COMMUNICATIONS 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 Second Council District ("2nd Council District" herein) and PASCHAL ROTH PUBLIC AFFAIRS, INC., (hereinafter, "CONTRACTOR") with reference to the following facts:

WHEREAS, the 2nd Council District is in need of communications consulting services; and

WHEREAS, pursuant to Los Angeles City Charter Section 1022, the City Council or designee has determined that the work can be performed more economically or feasibly by independent contractors than by CITY employees; and

WHEREAS, the services to be performed hy 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 has more than 15 years of extensive experience working with various non-profit organizations, initiative campaigns, labor unions, and government entities. The CONTRACTOR has provided communications services that conveyed messaging regarding a number of notable California laws and public benefits projects including reproductive rights, healtb, and environmental matters. The CONTRACTOR'S background and experience are needed to establish an effective in house communications operation that can better serve 2nd Council District 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 Second District, the CONTRACTOR will provide technical expertise and guidance to 2nd Council District staff relative to communications operations.

In summary, the deliverables to be provided by the CONTRACTOR are:

- a strategic communications audit
- core messaging and talking points toolkit
- a minimum of two (2) media training sessions
- paid digital strategy and media plans, as needed

- participation and advice relative to hiring a new Communications Director
- creation of a Communications Infrastructure Manual that includes guidance on generating and scheduling social/digital content, recommendations on communications tools/platforms to maximize efficiency, and onboarding of the new Communications Director.

Specifically, technical expertise and guidance services shall include but not be limited to the following:

- participate in one (1) internal team communications call per week during the duration of this Agreement
- provide strategic frameworks for staff to lead coalition efforts
- conduct a communications audit to identify strengths, gaps, and opportunities
- draft high-level messaging frameworks and review / edit staff produced talking points and rapid response materials
- develop a 12 month strategic roadmap tied to Council priorities
- mentor and train staff on pitching stories, media monitoring, and message discipline
- guide staff in developing coalition "communicators tables" to strengthen relationships with aligned partners and expand scope of communications on shared goals
- provide media and messaging training sessions for the Councilmember of the 2nd Council District to prepare him to deliver tight talking points during media interviews, community events, and other 2nd Council District events
- coach staff in strategy development and tactical implementation to focus energy into effective and timely outcomes
- support development of earned media plants around key priorities, legislation, and district events that build in digital and social media strategies
- advise on digital communication tactics such as audience targeting, creative strategy, and media placement and how to interpret and communicate reporting metrics, if the opportunity to communicate via paid digital services arises
- provide high level recommendations for digitals tactics and budget allocation as needed
- advise and support in the search and hiring process for a Communications Director
- create an onboarding guide and transition materials for incoming communications staff
- establish systems and protocols that the new Communications Director can inherit and scale

1. The term of this Agreement shall commence on April 1, 2026 and shall terminate on Septemher 30, 2026.

2. The CITY will pay the CONTRACTOR ten thousand dollars ($10,000) per month for services described hercin. The CONTRACTOR shall perform said services in accordance with a work schedule approved by the Councilmember. The CONTRACTOR shall submit monthly invoices indicating therein the services performed for which payment is requested. Said invoice shall be submitted in accordance with the approved work schedule as provided therein and shall be subject to the approval of the Councilmember of the Second District or his designee.

3. The CITY'S total obligation under this Agreement shall not exceed sixty thousand dollars ($60,000).

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 Second District or his designee may terminate this contract by giving a minimum of 15 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 Second 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. These reports may be submitted concurrently with regular invoices.

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 tbe day and year herein written.

THE CITY OF LOS ANGELES

BY: _____
ADRIN NAZARIAN
Councilmember, 2nd District

Date: _____

PASCHAL ROTH PUBLIC AFFAIRS, INC.

BY: _____
Contractor

Date: _____

Attest: PATRICE Y. LATTIMORE, 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 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** toperfect, 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.

Form Gen. 146 (Rev. 9/06)

Required Insurance and Minimum Limits

Name: Paschal Roth Public Affairs, Inc. Date: 04/02/2026

Agreement/Reference: Communication 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 *Statutory*

EL $1,000,000

☑ Waiver of Subrogation in favor of City ☐ Longshore & Harbor Workers ☐ Jones Act

✔ **General Liability** At least $2,000,000 aggregate GL coverage. City of Los Angeles must be named as an additional insured party $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) $1,000,000

✔ **Professional Liability** (Errors and Omissions) $1,000,000

Discovery Period 12 months after completion or termination of contract

___ **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: 1) If a contractor has no employees and decides to not cover themselves for Workers' Compensation, please complete the form entitled "Request for Waiver of Workers' Compensation Insurance Requirement" located at http://lacity.org/cao/risk/InsuranceForms.htm

2) In the absence of imposed Auto Liability requirements, all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of the State of California.

TO CITY CLERK FOR PLACEMENT ON NEXT REGULAR COUNCIL AGENDA AS #63

MOTION

9030-9038 Reading LP (Borrower) has requested that the California Municipal Finance Authority (CMFA) issue one or more series of revenue bonds or notes in an aggregate principal amount not to exceed $20,000,000 to finance and/or refinance the acquisition, construction, improvement, renovation, furnishing, and equipping of a 77-unit multifamily rental housing project at 9030-9038 Reading Avenue in Council District 11. The Project will be owned by the Borrower and will provide affordable multifamily rental housing.

In accordance with the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA) and as part of the bond issuance process, CMFA conducted the required public hearing on July 23, 2025. Notice of the public hearing was published on July 11, 2025. CMFA is required to provide proof to the California Debt Limit Allocation Committee that a TEFRA hearing has been conducted as part of the application process.

No City funds are or will be pledged to support this project. The City is required by federal law to review and approve all projects within its jurisdiction. The bond debt is payable solely from revenues or other funds provided by the Borrower. The City does not incur liability for repayment of the bonds. To allow the bonds to be issued, the Council should consider the minutes of the TEFRA public hearing and adopt the required Resolution (attached).

I THEREFORE MOVE that the City Council consider the attached results of the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA) public hearing held on July 23, 2025 and adopt the attached Resolution to allow the California Municipal Finance Authority to issue revenue bonds or notes in an aggregate principal amount not to exceed $20,000,000 to finance and/or refinance the acquisition, construction, improvement, renovation, furnishing, and equipping of a 77-unit multifamily rental housing project located at 9030-9038 Reading Avenue in Council District 11.

PRESENTED BY: Traci Park

TRACI PARK
Councilmember, 11th District

SECONDED BY:

ORIGINAL

APR 17 2026

RESOLUTION

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ANGELES APPROVING THE ISSUANCE OF THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY EXEMPT FACILITY BONDS FOR A QUALIFIED RESIDENTIAL RENTAL PROJECT IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $20,000,000 FOR THE PURPOSE OF FINANCING OR REFINANCING THE ACQUISITION, CONSTRUCTION, IMPROVEMENT AND EQUIPPING OF 9030-9038 READING AND CERTAIN OTHER MATTERS RELATING THERETO

WHEREAS, 9030-9038 Reading LP (the "Borrower") a partnership of which HVN Development, LLC (the "Developer") or a related person to the Developer is the general partner, has requested that the California Municipal Finance Authority (the "Authority") adopt a plan of financing providing for the issuance of exempt facility bonds for a qualified residential rental project pursuant to Section 142(a)(7) of the Internal Revenue Code of 1986 (the "Code") in one or more series issued from time to time, including bonds issued to refund such exempt facility bonds in one or more series from time to time, and at no time to exceed $20,000,000 in aggregate principal amount (the "Bonds"), to finance or refinance the acquisition, construction, improvement and equipping of a multifamily rental housing project located at 9030-9038 Reading Avenue, Los Angeles, California (the "Project"); and

WHEREAS, pursuant to Section 147(f) of the Code, the issuance of the Bonds by the Authority must be approved by the City of Los Angeles (the "City") because the Project is located within the territorial limits of the City; and

WHEREAS, the City Council of the City (the "City Council") is the elected legislative body of the City and is one of the "applicable elected representatives" required to approve the issuance of the Bonds under Section 147(f) of the Code; and

WHEREAS, the Authority has requested that the City Council approve the issuance of the Bonds by the Authority in order to satisfy the public approval requirement of Section 147(f) of the Code and the requirements of Section 4 of the Joint Exercise of Powers Agreement Relating to the California Municipal Finance Authority, dated as of January 1, 2004 (the "Agreement"), among certain local agencies, including the City; and

WHEREAS, pursuant to Section 147(f) of the Code, the City Council has, following notice duly given, held a public hearing regarding the issuance of the Bonds, and now desires to approve the issuance of the Bonds by the Authority;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Los Angeles as follows:

Section 1. The foregoing resolutions are true and correct.

Section 2. The City Council hereby approves the issuance of the Bonds by the Authority. It is the purpose and intent of the City Council that this resolution constitute approval of the issuance of the Bonds by the Authority, for the purposes of (a) Section 147(f) of the Code by the applicable elected representative of the governmental unit having jurisdiction over the area in which the Project is located, in accordance with said Section 147(f) and (b) Section 4 of the Agreement.

Section 3. The issuance of the Bonds shall be subject to the approval of the Authority of all financing documents relating thereto to which the Authority is a party. The City shall have no responsibility or liability whatsoever with respect to the Bonds.

Section 4. The adoption of this Resolution shall not obligate the City or any department thereof to (i) provide any financing to acquire or construct the Project or any refinancing of the Project; (ii) approve any application or request for or take any other action in connection with any planning approval, permit or other action necessary for the acquisition, construction, rehabilitation, installation or operation of the Project; (iii) make any contribution or advance any funds whatsoever to the Authority; or (iv) take any further action with respect to the Authority or its membership therein.

Section 5. The officers of the City are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they deem necessary or advisable in order to carry out, give effect to and comply with the terms and intent of this resolution and the financing transaction approved hereby.

Section 6. This resolution shall take effect immediately upon its adoption.

TEFRA PUBLIC HEARING MEETING MINUTES
Wednesday-July 23, 2025
10:00 A.M

CALIFORNIA MUNICIPAL FINANCE AUTHORITY

This meeting was conducted to meet the required Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA) Public Hearing for the 9030-9038 Reading project.

This meeting was called to order on Wednesday-July 23, 2025 at 10:00 a.m. via toll free telephone by the California Municipal Finance Authority.

A notice of this hearing was published in the *Metropolitan News-Enterprise* on July 11, 2025 (the "Notice"). The purpose of this meeting was to hear public comments regarding the California Municipal Finance Authority's proposed issuance of bonds or notes for financing and/or refinancing the above referenced project.

The California Municipal Finance Authority representative present was, Anthony Stubbs.

By 10:10 a.m. there were no other representatives from the public who made themselves available and no public comments were provided, so the meeting was adjourned.

I declare under penalty of perjury that this is a true and exact copy of the TEFRA public hearing meeting minutes regarding the above referenced project held on July 23, 2025 at 10:00 a.m.

CALIFORNIA MUNICIPAL FINANCE AUTHORITY

By: _____
Name: Anthony Stubbs
Title: Financial Advisor

TEFRA PUBLIC HEARING MEETING MINUTES
Wednesday-July 23, 2025
10:00 A.M

CALIFORNIA MUNICIPAL FINANCE AUTHORITY

This meeting was conducted to meet the required Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA) Public Hearing for the 9030-9038 Reading project.

This meeting was called to order on Wednesday-July 23, 2025 at 10:00 a.m. via toll free telephone by the California Municipal Finance Authority.

A notice of this hearing was published in the *Metropolitan News-Enterprise* on July 11, 2025 (the "Notice"). The purpose of this meeting was to hear public comments regarding the California Municipal Finance Authority's proposed issuance of bonds or notes for financing and/or refinancing the above referenced project.

The California Municipal Finance Authority representative present was, Anthony Stubbs.

By 10:10 a.m. there were no other representatives from the public who made themselves available and no public comments were provided, so the meeting was adjourned.

I declare under penalty of perjury that this is a true and exact copy of the TEFRA public hearing meeting minutes regarding the above referenced project held on July 23, 2025 at 10:00 a.m.

CALIFORNIA MUNICIPAL FINANCE AUTHORITY

By: _____
Name: Anthony Stubbs
Title: Financial Advisor

MOTION

5403 Inglewood LP (Borrower) has requested that the California Municipal Finance Authority (CMFA) issue one or more series of revenue bonds or notes in an aggregate principal amount not to exceed $16,000,000 to finance and/or refinance the acquisition, construction, improvement, renovation, furnishing, and equipping of a 46-unit multifamily rental housing project located at 5403 Inglewood Boulevard in Council District 11. The Project will be owned by the Borrower and will provide affordable multifamily rental housing.

In accordance with the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA) and as part of the bond issuance process, CMFA conducted the required public hearing on July 23, 2025. Notice of the public hearing was published on July 11, 2025. CMFA is required to provide proof to the California Debt Limit Allocation Committee that a TEFRA hearing has been conducted as part of the application process.

No City funds are or will be pledged to support this project. The City is required by federal law to review and approve all projects within its jurisdiction. The bond debt is payable solely from revenues or other funds provided by the Borrower. The City does not incur liability for repayment of the bonds. To allow the bonds to be issued, the Council should consider the minutes of the TEFRA public hearing and adopt the required Resolution (attached).

I THEREFORE MOVE that the City Council consider the attached results of the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA) public hearing held on July 23, 2025 and adopt the attached Resolution to allow the California Municipal Finance Authority to issue revenue bonds or notes in an aggregate principal amount not to exceed $16,000,000 to finance and/or refinance the acquisition, construction, improvement, renovation, furnishing, and equipping of a 46-unit multifamily rental housing project located at 5403 Inglewood Boulevard in Council District 11.

PRESENTED BY: Traci Park
TRACI PARK
Councilmember, 11th District

SECONDED BY: Imelda Padilla

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APR 17 2026

RESOLUTION

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ANGELES APPROVING THE ISSUANCE OF THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY EXEMPT FACILITY BONDS FOR A QUALIFIED RESIDENTIAL RENTAL PROJECT IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $16,000,000 FOR THE PURPOSE OF FINANCING OR REFINANCING THE ACQUISITION, CONSTRUCTION, IMPROVEMENT AND EQUIPPING OF 5403 INGLEWOOD AND CERTAIN OTHER MATTERS RELATING THERETO

WHEREAS, 5403 Inglewood LP (the "Borrower") a partnership of which HVN Development, LLC (the "Developer") or a related person to the Developer is the general partner, has requested that the California Municipal Finance Authority (the "Authority") adopt a plan of financing providing for the issuance of exempt facility bonds for a qualified residential rental project pursuant to Section 142(a)(7) of the Internal Revenue Code of 1986 (the "Code") in one or more series issued from time to time, including bonds issued to refund such exempt facility bonds in one or more series from time to time, and at no time to exceed $16,000,000 in aggregate principal amount (the "Bonds"), to finance or refinance the acquisition, construction, improvement and equipping of a multifamily rental housing project located at 5403 Inglewood Boulevard, Los Angeles, California (the "Project"); and

WHEREAS, pursuant to Section 147(f) of the Code, the issuance of the Bonds by the Authority must be approved by the City of Los Angeles (the "City") because the Project is located within the territorial limits of the City; and

WHEREAS, the City Council of the City (the "City Council") is the elected legislative body of the City and is one of the "applicable elected representatives" required to approve the issuance of the Bonds under Section 147(f) of the Code; and

WHEREAS, the Authority has requested that the City Council approve the issuance of the Bonds by the Authority in order to satisfy the public approval requirement of Section 147(f) of the Code and the requirements of Section 4 of the Joint Exercise of Powers Agreement Relating to the California Municipal Finance Authority, dated as of January 1, 2004 (the "Agreement"), among certain local agencies, including the City; and

WHEREAS, pursuant to Section 147(f) of the Code, following notice duly given, representatives of the Authority conducted a public hearing on behalf of the City Council regarding the issuance of the Bonds in compliance with the requirements of Section 147(f) of the Code and provided minutes of the hearing; and

WHEREAS, the City Council now desires to approve the issuance of the Bonds by the Authority;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Los Angeles as follows:

Section 1. The foregoing resolutions are true and correct.

Section 2. The City Council hereby approves the issuance of the Bonds by the Authority. It is the purpose and intent of the City Council that this resolution constitute approval of the issuance of the Bonds by the Authority, for the purposes of (a) Section 147(f) of the Code by the applicable elected representative of the governmental unit having jurisdiction over the area in which the Project is located, in accordance with said Section 147(f) and (b) Section 4 of the Agreement.

Section 3. The issuance of the Bonds shall be subject to the approval of the Authority of all financing documents relating thereto to which the Authority is a party. The City shall have no responsibility or liability whatsoever with respect to the Bonds.

Section 4. The adoption of this Resolution shall not obligate the City or any department thereof to (i) provide any financing to acquire or construct the Project or any refinancing of the Project; (ii) approve any application or request for or take any other action in connection with any planning approval, permit or other action necessary for the acquisition, construction, rehabilitation, installation or operation of the Project; (iii) make any contribution or advance any funds whatsoever to the Authority; or (iv) take any further action with respect to the Authority or its membership therein.

Section 5. The officers of the City are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they deem necessary or advisable in order to carry out, give effect to and comply with the terms and intent of this resolution and the financing transaction approved hereby.

Section 6. This resolution shall take effect immediately upon its adoption.

TEFRA PUBLIC HEARING MEETING MINUTES
Wednesday-July 23, 2025
10:00 A.M

CALIFORNIA MUNICIPAL FINANCE AUTHORITY

This meeting was conducted to meet the required Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA) Public Hearing for the 5403 Inglewood project.

This meeting was called to order on Wednesday-July 23, 2025 at 10:00 a.m. via toll free telephone by the California Municipal Finance Authority.

A notice of this hearing was published in the *Metropolitan News-Enterprise* on July 11, 2025 (the "Notice"). The purpose of this meeting was to hear public comments regarding the California Municipal Finance Authority's proposed issuance of bonds or notes for financing and/or refinancing the above referenced project.

The California Municipal Finance Authority representative present was, Anthony Stubbs.

By 10:10 a.m. there were no other representatives from the public who made themselves available and no public comments were provided, so the meeting was adjourned.

I declare under penalty of perjury that this is a true and exact copy of the TEFRA public hearing meeting minutes regarding the above referenced project held on July 23, 2025 at 10:00 a.m.

CALIFORNIA MUNICIPAL FINANCE AUTHORITY

By: _____
Name: Anthony Stubbs
Title: Financial Advisor

MOTION

11939-11947 Culver LP, a California limited partnership (Borrower), has requested that the California Municipal Finance Authority (CMFA) issue and/or reissue one or more series of bonds in an aggregate principal amount not to exceed $15,000,000 (Obligations) to finance and/or refinance the acquisition, construction, improvement, renovation, furnishing and equipping of a 73-unit multifamily rental housing project known as 11939 Culver (Project), located at 11939-11947 Culver Boulevard in Council District 11. The Project will be owned by the Borrower.

In accordance with the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA) and as part of the issuance of the Obligations, CMFA conducted the required public hearing on March 17, 2026. Notice of the public hearing was published on March 10, 2026. CMFA is required to provide proof to the California Debt Limit Allocation Committee that a TEFRA hearing has been conducted as part of the application process.

No City funds are or will be pledged to support this project. The City is required by federal law to review and approve the issuance of bonds or revenue obligations for projects within its jurisdiction. The Obligations are payable solely from revenues or other funds provided by the Borrower. The City does not incur liability for repayment of the Obligations. To allow the bonds to be issued, the Council should consider the minutes of the TEFRA public hearing and adopt the required Resolution (attached).

I THEREFORE MOVE that City Council consider the attached TEFRA Hearing Minutes and adopt the attached Resolution to allow the California Municipal Finance Authority to issue and/or reissue bonds in an amount not to exceed $15,000,000 to finance and/or refinance the acquisition, construction, improvement, renovation, furnishing and equipping of a 73-unit multifamily rental housing project known as 11939 Culver, located at 11939-11947 Culver Boulevard in Council District 11.

PRESENTED BY: Traci Park
TRACI PARK
Councilmember, 11th District

SECONDED BY: Monica Rodriguez

APPROVED

APR 17 2026

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RESOLUTION

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ANGELES APPROVING THE ISSUANCE OF THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY EXEMPT FACILITY BONDS FOR A QUALIFIED RESIDENTIAL RENTAL PROJECT IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $15,000,000 FOR THE PURPOSE OF FINANCING OR REFINANCING THE ACQUISITION, CONSTRUCTION, IMPROVEMENT AND EQUIPPING OF 11939 CULVER AND CERTAIN OTHER MATTERS RELATING THERETO

WHEREAS, 11939-11947 Culver LP (the "Borrower") a partnership of which HVN Development, LLC (the "Developer") or a related person to the Developer is the general partner, has requested that the California Municipal Finance Authority (the "Authority") adopt a plan of financing providing for the issuance of exempt facility bonds for a qualified residential rental project pursuant to Section 142(a)(7) of the Internal Revenue Code of 1986 (the "Code") in one or more series issued from time to time, including bonds issued to refund such exempt facility bonds in one or more series from time to time, and at no time to exceed $15,000,000 in aggregate principal amount (the "Bonds"), to finance or refinance the acquisition, construction, improvement and equipping of a multifamily rental housing project located at 11939-11947 Culver Boulevard, Los Angeles, California (the "Project"); and

WHEREAS, pursuant to Section 147(f) of the Code, the issuance of the Bonds by the Authority must be approved by the City of Los Angeles (the "City") because the Project is located within the territorial limits of the City; and

WHEREAS, the City Council of the City (the "City Council") is the elected legislative body of the City and is one of the "applicable elected representatives" required to approve the issuance of the Bonds under Section 147(f) of the Code; and

WHEREAS, the Authority has requested that the City Council approve the issuance of the Bonds by the Authority in order to satisfy the public approval requirement of Section 147(f) of the Code and the requirements of Section 4 of the Joint Exercise of Powers Agreement Relating to the California Municipal Finance Authority, dated as of January 1, 2004 (the "Agreement"), among certain local agencies, including the City; and

WHEREAS, pursuant to Section 147(f) of the Code, following notice duly given, representatives of the Authority conducted a public hearing on behalf of the City Council regarding the issuance of the Bonds in compliance with the requirements of Section 147(f) of the Code and provided minutes of the hearing; and

WHEREAS, the City Council now desires to approve the issuance of the Bonds by the Authority.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Los Angeles as follows:

Section 1. The foregoing resolutions are true and correct.

Section 2. The City Council hereby approves the issuance of the Bonds by the Authority. It is the purpose and intent of the City Council that this resolution constitute approval of the issuance of the Bonds by the Authority, for the purposes of (a) Section 147(f) of the Code by the applicable elected representative of the governmental unit having jurisdiction over the area in which the Project is located, in accordance with said Section 147(f) and (b) Section 4 of the Agreement.

Section 3. The issuance of the Bonds shall be subject to the approval of the Authority of all financing documents relating thereto to which the Authority is a party. The City shall have no responsibility or liability whatsoever with respect to the Bonds.

Section 4. The adoption of this Resolution shall not obligate the City or any department thereof to (i) provide any financing to acquire or construct the Project or any refinancing of the Project; (ii) approve any application or request for or take any other action in connection with any planning approval, permit or other action necessary for the acquisition, construction, rehabilitation, installation or operation of the Project; (iii) make any contribution or advance any funds whatsoever to the Authority; or (iv) take any further action with respect to the Authority or its membership therein.

Section 5. The officers of the City are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they deem necessary or advisable in order to carry out, give effect to and comply with the terms and intent of this resolution and the financing transaction approved hereby.

Section 6. This resolution shall take effect immediately upon its adoption.

TEFRA PUBLIC HEARING MEETING MINUTES
Tuesday-March 17, 2026
9:30 A.M.

CALIFORNIA MUNICIPAL FINANCE AUTHORITY

This meeting was conducted to meet the required Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA) Public Hearing for the 11939 Culver project.

This meeting was called to order on Tuesday-March 17, 2026 at 9:30 a.m. via toll free telephone by the California Municipal Finance Authority.

A notice of this hearing was published in the *Metropolitan News-Enterprise* on March 10, 2026 (the "Notice"). The purpose of this meeting was to hear public comments regarding the California Municipal Finance Authority's proposed issuance of bonds or notes for financing and/or refinancing the above referenced project.

The California Municipal Finance Authority representatives present were, Anthony Stubbs.

By 10:30 a.m. there were no other representatives from the public who made themselves available and no public comments were provided, so the meeting was adjourned.

I declare under penalty of perjury that this is a true and exact copy of the TEFRA public hearing meeting minutes regarding the above referenced projects held on March 17, 2026 at 9:30 a.m.

CALIFORNIA MUNICIPAL FINANCE AUTHORITY

By: _____
Name: Anthony Stubbs
Title: Financial Advisor

MOTION

BUDGET & FINANCE

Throughout the City of Los Angeles' municipal government, departments apply for and administer grants to enhance their services and rebuild the infrastructure of our City. These grants add up to more than an additional billion dollars currently allocated that will be invested into the City over the next several years. Unfortunately, there is no central database that tracks all of the grants the City is currently administering, including keeping track of the varying levels of complexity, reporting, and reimbursement that comes with such grants and their requirements.

Grants and grant-funded policies are an important part of the City's capital improvement plan and budgetary processes, providing policy makers with the information necessary to make budget and personnel allocations in a timely and consistent manner toward the City's most pressing needs, ensuring that grants will be completed in a timely manner. Having all of the relevant grant information easily accessible to all will be an important and noted improvement to the financial well-being and fiduciary responsibility of the City.

WE THEREFORE MOVE to INSTRUCT the City Administrative Officer (CAO), with the assistance of the City Controller and all relevant departments, to report back with recommendations to develop, compile, and publish an Annual Grants Report on January 20th of every year that contains all the information related to all city-initiated, sponsored, or lead agency-related grants applied for and received; matching funds requirements and allocations; staffing requirements and allocations; relevant department lead and staff contact; timelines including progress and deadlines; reimbursement allocations and process; and any other relevant information the Council requires as part of the annual reporting process.

WE FURTHER MOVE to REQUEST the City Attorney's Office, with the assistance of the CAO, to report back with any administrative or municipal code amendments needed to enshrine the recommended Annual Grants Report requirements into the City's regulations and law.

WE FURTHER MOVE to INSTRUCT the CAO, with the assistance of the Information Technology Agency, to report back with recommendations to develop and host an online platform accessible to City staff and the public with all of the most up-to-date information related to grants regardless of the time of year.

ORIGINAL

PRESENTED BY:

HEATHER HUTT
Councilmember, 10th District

KATY YAROSLAVSKY
Councilmember, 5th District

SECONDED BY:

APR 17 2026

RULES, ELECTIONS, INTERGOVERNMENTAL RELATIONS

RESOLUTIO..

WHEREAS, any official position of the City of Los Angeles with respect to legislation, rules, regulations, or policies proposed to or pending before a local, state, or federal government body or agency must have first been adopted in the form of a Resolution by the City Council; and

WHEREAS, the California Refinery and Chemical Plant Worker Safety Act of 1990 requires the Occupational Safety and Health Standards Board (OSHSB) and the Division of Occupational Safety and Health to promote worker safety through implementation of training and process safety management practices in refineries, chemical plants, and other appropriate facilities, including by adopting process safety management standards and regulations; and

WHEREAS, safety management standards for refineries include provisions for employee participation, hazard analysis, written safety information, permitting and inspection, and testing of equipment to prevent accidental chemical releases; and

WHEREAS, on August 6, 2012, a massive fire at the Chevron Richmond Refinery endangered 19 workers and exposed approximately 15,000 Richmond residents to toxic pollutants, with a subsequent investigation finding that the incident could have been prevented by addressing worker concerns; and

WHEREAS, in response to this incident, OSHSB adopted updated process safety management standards that included requirements for employee participation in process safety management activities, such as the ability for employees to select their own representatives, to refuse to perform tasks that could result in death or physical harm, and to recommend that an operation or process be partially or completely shut down based on a process safety hazard; and

WHEREAS, a 2019 legal challenge to these regulations by the Western States Petroleum Association resulted in a settlement, which is currently being considered by the OSHSB, that would weaken employee participation requirements and collective bargaining; and

WHEREAS, on March 25, 2026, SB 966 (Gonzalez) was amended to require an employer to develop, implement, and maintain a written plan for employee participation in all process safety management elements, as well as develop and implement stop work procedures and procedures for reporting and responding to hazards; and

WHEREAS, the bill would protect existing worker safety protections and preserve safety standards for communities in Los Angeles where refineries operate;

NOW, THEREFORE, BE IT RESOLVED that by the adoption of this Resolution, the City of Los Angeles hereby includes in its 2025-2026 State Legislative Program SUPPORT for the SB 966 (Gonzalez) that would codify worker representation and participation language in safety management standards for refineries.

PRESENTED BY: _____
TIM McOSKER
Councilmember, 15th District

SECONDED BY: _____

ORIGINAL

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GOVERNMENT OPERATIONS

M O T I O N

The City of Los Angeles purchases vehicles and related equipment for use across multiple departments and agencies as part of its regular operations. In doing so, the City has an interest in ensuring that its purchasing practices reflect the labor and workplace standards the City has committed to uphold.

Recent reporting from journalists and non-profit organizations has raised concerns surrounding violations of occupational health and safety laws within portions of the domestic and global auto manufacturing supply chains. Although the City does not contract directly with many of the entities within these supply chains, City vehicle purchases ultimately support these supply chains. The City, therefore, has an interest in ensuring that its procurement practices do not fund or contribute to exploitative labor practices that are inconsistent with City standards.

The City has previously established policies intended to prevent City funds from supporting sweatshop labor and unsafe working conditions, including through the adoption of the Sweat-Free Procurement Ordinance (Los Angeles Administrative Code Article 17, §10.43 et seq.).

Consistent with these commitments, a review of current vehicle procurement policies and practices is appropriate to ensure that City purchasing remains aligned with these standards and that existing safeguards are being effectively applied in this context. The City also recognizes the importance of partnering with nonprofit organizations and educational institutions with expertise in this area to achieve its goals.

I THEREFORE MOVE that the City Council instruct the General Services Department (GSD), in coordination with the City Attorney and the City Administrative Officer (CAO), to review the City's current vehicle procurement policies and practices to ensure compliance with all applicable local, state, and federal labor, employment and procurement laws.

I FURTHER MOVE that the City Council instruct General Services Department (GSD), in coordination with the City Attorney and the City Administrative Officer (CAO), to report with recommendations of any changes or policy updates that would help ensure the City's vehicle procurement practices are are free from child labor, forced labor, and labor practices involving habitual violations of occupational health and safety laws.

ORIGINAL

PRESENTED BY:

HUGO SOTO-MARTINEZ
Councilmember, 13th District

SECONDED BY:

APR 17 2026

INTERGOVERNMENTAL RELATIONS

RULES, ELECTIONS

RESOLUTION

WHEREAS, any official position of the City of Los Angeles with respect to legislation, rules, regulations or policies proposed to or pending before a local, state or federal governmental body or agency must have first been adopted in the form of a Resolution by the City Council; and

WHEREAS, California has an annual purchasing budget of nearly $300 billion and holds nearly 4,000 contracts for goods in industries at high risk of labor trafficking, including garments, electronics, agriculture, and raw materials; and

WHEREAS, in 2025, Hyundai Motor Company and Kia Corporation were sued for supplying vehicles to at least 15 California counties, cities, and public agencies, despite being alleged to have used child and/or forced/coerced labor to manufacture them; and

WHEREAS, the State currently lacks sufficient anti-trafficking safeguards to prevent goods and materials produced by child or forced/coerced labor from being procured through State contracts, and only authorizes minor sanctions or removal from bidding lists after a violation has been identified; and

WHEREAS, currently pending before the State Assembly is Assembly Bill (AB) 1245 (Stefani), which will amend California's procurement code to include an expansive list of prohibited activities for State contractors related to labor trafficking and forced labor, and additional certification requirements from contractors and subcontractors to ensure compliance througbout the supply chain; and

WHEREAS, AB 1245 will also require various worker protections, including language access, awareness programs, and mechanisms for employees to report prohibited activities; and

WHEREAS, AB 1245 will authorize State agencies to void contracts, terminate subcontractors, or suspend contract payments until appropriate remedial action is taken to address violations; and

WHEREAS, AB 1245 reinforces the State's commitment to ensuring that taxpayer dollars are not used to support exploitative labor practices, and will advance ethical State procurement ahead of major events, including the 2026 FIFA World Cup and 2028 Olympic and Paralympic Games; and

WHEREAS, AB 1245 will strengthen accountability for State contractors and ultimately prevent goods produced through labor trafficking from entering California's public procurement system;

NOW, THEREFORE, BE IT RESOLVED, that by adoption of this Resolution, the City of Los Angeles hereby includes in its 2025-2026 State Legislative Program, SUPPORT for Assembly Bill 1245 (Stefani) to prohibit State contractors and subcontractors from engaging in forced/coerced labor and/or labor trafficking, strengthen protections for workers locally and globally, and ensure that taxpayer dollars do not support labor exploitation.

PRESENTED BY: _____
HUGO SOTO-MARTINEZ
Councilmember, 13th District

SECONDED BY: _____

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ORIGINAL

AD HOC COMMITTEE ON THE 2028
OLYMPIC AND PARAOLYMPIC GAMES

MOTION

The City of Los Angeles is currently negotiating with the Los Angeles Organizing Committee for the Olympic and Paralympic Games 2028 (LA28) an Enhance City Resources Master Agreement (ECRMA). The ECRMA is necessary to establish the framework governing the provision and reimbursement of City services required for the Games, and key issues remain unresolved related to the scope, such as cost recovery and timing of reimbursement for Enhanced City Resources (ECR), as well as the prioritization of the City's financial protections.

The delivery of the 2028 Games will require substantial City resources, including public safety, transportation, sanitation and other essential services that extend beyond the City's normal operations. Ensuring that the City is fully reimbursed for these Enhanced City Resources, including costs at the time of delivery and infrastructure improvements requested by LA28 beyond what the City has already planned, is critical to protecting the City's General Fund and maintaining fiscal responsibility.

It is essential that LA28 fulfill all financial and contractual obligations to the City, including those outlined in the Host City Contract, Games Agreement, and the ECRMA, prior to the declaration or distribution of any surplus funds. Contingency funds established under the Games Agreement are intended to address unforeseen costs and should be available to cover any Games-related expenditures incurred by the City that are not otherwise reimbursed.

Given continued uncertainties about the City's exposure to significant costs of hosting the Games, it is imperative that the City establish clear, enforceable terms that ensure full cost recovery, provide for advance payment of anticipated expenses, and prioritize the City's financial protections.

I THEREFORE MOVE that the Council instruct the City Administrative Officer (CAO) and Chief Legislative Analyst (CLA), and request the City Attorney, to [finalize and present to Council within 14 days an Enhanced City Resources Master Agreement (ECRMA) between the City and the Organizing Committee for the Olympic and Paralympic Games 2028 (LA28) which advances financial protections for the City, which shall include the following:

a. LA28 shall reimburse the City for all Enhanced City Resources (ECR) exceeding the City's "normal and customary" operations required for and in direct support of the Games;

b. Reimbursement shall include the costs of ECR at the time of delivery;

c. LA28 shall reimburse the City for all LA28-requested infrastructure improvements beyond the normal and customary responsibilities of the City;

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d. The Games Footprint for each venue and site shall be established with consideration of the specific geographic location, the events to be held, and relevant characteristics of the communities within which operations are necessary for the successful execution of Olympics and Paralympics events;

e. A payment schedule shall be established to provide advanced payment to the City for estimated costs of ECR based on when the costs are anticipated to be incurred;

f. LA28 shall satisfy its financial and other obligations specified in the Host City Contract, the Games Agreement, the ECRMA, and any other relevant agreements with the City, prior to declaring or disbursing any surplus funds;

I FURTHER MOVE that the Council instruct the CAO and CLA to negotiate an amendment to the Games Agreement to ensure LA28's contingency funds are available for ECR expenditures incurred by the City that are not reimbursed by any relevant entities, prior to those contingency funds being declared Surplus and disbursed to any Legacy Entity.

PRESENTED BY: _____
MARQUEECE HARRIS-DAWSON
Council President, 8th District

SECONDED BY: _____

ORIGINAL

MOTION

BUDGET & FINANCE

GRANT-FUNDED FTE BUDGET POLICY

Historically grant funds applied for, and received, by the City of Los Angeles are administered under a myriad of ad hoc and sometimes changing polices that can vary by department. Over time, this has created an unnecessary logjam when it comes to authorizing and hiring full-time staff, delivering milestones in a timely manner, and completing projects on time within the original proposed budget.

Current grants adding up to more than a billion dollars invested into the City over the next several years could be at jeopardy without changes to current policies. As our experts, the City Administrative Officer (CAO) and the Chief Legislative Analyst (CLA) should be tasked with developing a budget policy for grant-funded full-time equivalents (FTEs) that creates a thoughtful and efficient process guiding personnel and budgetary decisions from application to close out much easier and quicker.

The City of Los Angeles will always be in the position to apply for and receive grants, particularly for city infrastructure. We must break away from the notion that grant-funded positions are temporary, when there will always be 30+ years of work for in-house engineers, architects, inspectors, construction workers, and other related roles. Grants and grant-funded policies are an important part of the City's capital improvement plan and budgetary processes, providing policy makers with the information necessary to make budget and personnel allocations in a timely and consistent manner toward the City's most pressing needs.

WE THEREFORE MOVE to INSTRUCT the CAO and the CLA to report back in 30 days with recommendations for a Grant-Funded FTE Budget Policy that provides for the permanent hiring, allocation, and funding (whether grant funded or through identified matching funds) of staff assigned to grant-funded projects.

PRESENTED BY: _____ _____

HEATHER HUTT
Councilmember, 10th District

YSABEL JURADO
Councilmember, 14th District

SECONDED BY: _____

ORIGINAL

APR 17 2026

GOVERNMENT OPERATIONS

MOTION

Council District 13 requires a field office in the Echo Park area to properly serve their constituents. Office space has been identified at 1722 West Sunset Boulevard, Los Angeles, CA 90026. The space identified is approximately 3,964 square feet and will require tenant improvements. Council District 13 will work with the Department of General Services and the City Administrative Officer to determine the necessary tenant improvements and potential funding sources for tenant improvement costs.

I THEREFORE MOVE that Council instruct the General Services Department, with assistance from the City Attorney, to negotiate a lease agreement for office space at 1722 West Sunset Boulevard, Los Angeles, CA 90026 that will be utilized as a field office for Council District 13.

ORIGINAL

PRESENTED BY: _____
HUGO SOTO-MARTINEZ
Councilmember, 13th District

SECONDED BY: _____

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APR 17 2026