

**Los Angeles City Council, Journal/Council Proceeding**

**Friday, May 26, 2023**

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

(For further details see Official Council Files)

**(For communications referred by the President see Referral Memorandum)**

**Roll Call**

**Members Present: Blumenfield, Hutt, Krekorian, Lee, McOsker, Park, Price Jr., Rodriguez, Soto-Martínez, Yaroslavsky (10); Absent: de León, Harris-Dawson, Hernandez, Raman (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) **23-0451**

NEIGHBORHOODS AND COMMUNITY ENRICHMENT COMMITTEE REPORT relative to the vacancy rates for veterinarians, their current and comparable salary ranges in the private sector, recruitment efforts and recommendations to expeditiously hire veterinarians to fill existing vacancies, and related matters.

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

INSTRUCT the Department of Animal Services (DAS), with the assistance of the Personnel Department, to report back within 90 days on:

- a. The current vacancy rate for veterinarians within the DAS.
- b. The current salary range for DAS veterinarians.

- c. Salary ranges in jurisdictions comparable to the City for DAS veterinarians.
- d. Salary ranges in the private sector for veterinarians with comparable job descriptions to that of a DAS veterinarian.
- e. Recruitment efforts made by the DAS and/or Personnel Department to attract qualified candidates to apply for vacant DAS veterinarian positions.
- f. Recommendations to expeditiously hire veterinarians to fill existing vacancies, including updated pay bands and the necessary resources needed to achieve that goal.

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

Community Impact Statement: None submitted.

**Adopted Item**

**Ayes: Blumenfield, de León, Hutt, Krekorian, Lee, McOsker, Park, Price Jr., Rodriguez, Soto-Martínez, Yaroslavsky (11); Nays: (0); Absent: Harris-Dawson, Hernandez, Raman (3)**

(2) **23-0452**

NEIGHBORHOODS AND COMMUNITY ENRICHMENT COMMITTEE REPORT relative to enhancing the spay and neuter voucher program, adjustments to the voucher program to increase the amount of veterinarians who accept the vouchers and increasing the amount of vouchers issued, and related matters.

Recommendation for Council action, pursuant to Motion (Hernandez – Soto-Martínez):

INSTRUCT the Department of Animal Services (DAS) to report back within 90 days on:

- a. The current DAS spay/neuter voucher program, including the amount of vouchers issued annually, the monetary value of the vouchers, the income threshold required to qualify for a voucher, and the number of veterinarians in the City who accept the vouchers compared to the overall number of veterinarians in the City.
- b. The average cost across veterinary clinics in the City for a full price spay/neuter.
- c. Suggested adjustments to the voucher program to increase the number of veterinarians who accept the vouchers and to increase the amount of vouchers issued.
- d. Any additional veterinary services that could potentially be subsidized for adopters by vouchers, the cost of those services, and recommendations on how to move forward a voucher program for said services.

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

Community Impact Statement: None submitted.

**Adopted Item**

**Ayes: Blumenfield, de León, Hutt, Krekorian, Lee, McOsker, Park, Price Jr., Rodriguez, Soto-Martínez, Yaroslavsky (11); Nays: (0); Absent: Harris-Dawson, Hernandez, Raman (3)**

(3) **23-0110  
CD 3**

NEIGHBORHOODS AND COMMUNITY ENRICHMENT COMMITTEE REPORT relative to the operating hours for Runnymede Park, located at 20200 Runnymede Street, Winnetka, California 91306, in Council District 3.

Recommendations for Council action, pursuant to Motion (Blumenfield - Lee):

1. INSTRUCT the Department of Recreation and Parks to set the operating hours for Runnymede Park, located at 20200 Runnymede Street, Winnetka, California 91306, in Council District 3 to open at 5:00 a.m. and close at 8:30 p.m.
2. INSTRUCT the Department of Recreation and Parks to prominently post the hours at the park listed above.
3. REQUEST the City Attorney to prepare and present an Ordinance to add the park listed above to the list of parks closed at various times as specified in Los Angeles Municipal Code Section 63.44.
4. REQUEST the Board of Recreation and Park Commissioners to concur with the above recommendations, and to instruct the Park Rangers to enforce the new operating hours at the park listed above seven days a week.

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

Community Impact Statement: None submitted.

**Adopted Item**

**Ayes: Blumenfield, de León, Hutt, Krekorian, Lee, McOsker, Park, Price Jr., Rodriguez, Soto-Martínez, Yaroslavsky (11); Nays: (0); Absent: Harris-Dawson, Hernandez, Raman (3)**

(4) **23-0316**

NEIGHBORHOODS AND COMMUNITY ENRICHMENT COMMITTEE REPORT and RESOLUTION relative to the retroactive approval to submit an application to the California Natural Resources Agency (State) under the Proposition 64 Youth Community Access Program (YCA Grant) 2022 application cycle.

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

1. APPROVE, retroactively, the submission of the grant application attached to the March 16, 2023 Board of Recreation and Park Commissioners (Board) report as Attachment No. 1, attached to the Council file, with the proposed program scope and budget submitted by the Department of Recreation and Parks (RAP) to the State under the Proposition 64 YCA Grant 2022 application cycle.
2. ADOPT the accompanying RESOLUTION, attached to the March 16, 2023 Board report, attached to the Council file.
3. AUTHORIZE the General Manager, RAP, or designee, to accept and receive the YCA Grant, if awarded.

Fiscal Impact Statement: The Board reports that the application for the YCA Grant funds and acceptance of such funds from the State, if awarded, does not require the RAP to provide matching funds; however, the RAP may need to supplement this Grant program with staff salaries, usage of City vehicles, fuel, marketing materials, youth meals and stipends, or other minor supplies or site fees to be determined. There are also other grant funds that assist with the Clean and Safe Spaces Parks Youth Employment Internship Program that can supplement the YCA Grant.

Community Impact Statement: None submitted.

**Adopted Item**

**Ayes: Blumenfield, de León, Hutt, Krekorian, Lee, McOsker, Park, Price Jr., Rodriguez, Soto-Martínez, Yaroslavsky (11); Nays: (0); Absent: Harris-Dawson, Hernandez, Raman (3)**

(5) **23-0312**

NEIGHBORHOODS AND COMMUNITY ENRICHMENT COMMITTEE REPORT relative to a request for retroactive approval to submit an application for funds from the United States Tennis Association (USTA) 2022 Wheelchair Tennis Grassroots Grant.

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

1. APPROVE retroactively, the submission of a grant application, for a 2022 Wheelchair Tennis Grassroots Grant from the USTA, which was submitted without prior Mayor or Council approval due to this being a competitive grant with no City General Funds or matching funds required, as well as the notice of funding availability was published less than 61 days in advance of the application deadline, pursuant to Los Angeles Administrative Code Section 14.6 et seq., as may be amended.
  
2. AUTHORIZE the General Manager, Department of Recreation and Parks (RAP), or designee, to receive the Grant and accept funds, if awarded, in an amount up to \$5,000, from USTA, in support of wheelchair tennis through the RAP's Play LA Youth Adaptive Sports program.

Fiscal Impact Statement: The Board of Recreation and Park Commissioners reports that acceptance of the USTA Grant will have no impact to the RAP's General Fund and will provide essential funding to further enhance the RAP's wheelchair tennis programs through the PlayLA Adaptive Sports program.

Community Impact Statement: None submitted.

**Adopted Item**

**Ayes: Blumenfield, de León, Hutt, Krekorian, Lee, McOsker, Park, Price Jr., Rodriguez, Soto-Martínez, Yaroslavsky (11); Nays: (0); Absent: Harris-Dawson, Hernandez, Raman (3)**

(6) **15-0460-S1  
CD 11**

ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE REPORT relative to the Pacific Palisades 2021-2030 (Property-Based) Business Improvement District (BID) Fiscal Year (FY) 2023 Annual Planning Report.

Recommendations for Council action:

1. FIND that:
  - a. The FY 2023 Annual Planning Report for the Pacific Palisades 2021-2030 (Property-Based) BID, attached to the City Clerk report dated November 23, 2022, attached to the Council file,

complies with the requirements of the State Law.

- b. The increase in the 2023 budget concurs with the intentions of the Pacific Palisades 2021-2030 (Property-Based) BID's Management District Plan and does not adversely impact the benefits received by assessed property owners.

2. ADOPT said FY 2023 Annual Planning Report for the Pacific Palisades 2021-2030 (Property-Based) BID, pursuant to the State Law.

Fiscal Impact Statement: The City Clerk reports that there is no impact to the General Fund associated with this action.

Community Impact Statement: None submitted.

**Adopted Item**

**Ayes: Blumenfield, de León, Hutt, Krekorian, Lee, McOsker, Park, Price Jr., Rodriguez, Soto-Martínez, Yaroslavsky (11); Nays: (0); Absent: Harris-Dawson, Hernandez, Raman (3)**

(7) **19-1237-S1  
CD 1**

ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE REPORT relative to the Lincoln Heights Industrial Zone 2021-2025 (Property-Based) Business Improvement District (BID) Fiscal Year (FY) 2023 Annual Planning Report.

Recommendations for Council action:

1. FIND that:
  - a. The Annual Planning Report for the Lincoln Heights Industrial Zone 2021-2025 BID for FY 2023, attached to the November 17, 2022 City Clerk report and Council file, complies with the requirements of the State Law.
  - b. The increase in the 2023 budget concurs with the intentions of the Lincoln Heights Industrial Zone 2021-2025 BID's Management District Plan and does not adversely impact the benefits received by assessed property owners.
2. ADOPT the Annual Planning Report, attached to the Council file, for the Lincoln Heights Industrial Zone 2021-2025 BID FY 2023,

pursuant to the State Law.

Fiscal Impact Statement: The City Clerk reports that there is no impact to the General Fund associated with this action.

Community Impact Statement: None submitted.

**Adopted Item**

**Ayes: Blumenfield, de León, Hutt, Krekorian, Lee, McOsker, Park, Price Jr., Rodriguez, Soto-Martínez, Yaroslavsky (11); Nays: (0); Absent: Harris-Dawson, Hernandez, Raman (3)**

(8) **16-0475-S7**

ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE REPORT relative to accepting Disaster Recovery National Dislocated Worker Grant (NDWG) funds from the California Employment Development Department (EDD) to provide workforce development career services and temporary jobs to facilitate the clean-up, repair, and humanitarian assistance for damage caused by the 2020 September Wildfires in the San Gabriel Mountains of Los Angeles County.

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

1. AUTHORIZE the acceptance of up to \$500,000 from March 15, 2023 through December 31, 2023, in NDWG funds from the EDD to provide workforce development career services and temporary jobs to facilitate the clean-up, repair, and humanitarian assistance for damage caused by the 2020 September Wildfires (including the Bobcat Fire) in the San Gabriel Mountains of Los Angeles County.
2. ALLOCATE the \$500,000 in additional NDWG funds as follows:

<b>Agency</b>	<b>Amount</b>
Managed Care Solutions SPC	\$450,000
City Departments	<u>\$50,000</u>
Total:	\$500,000



3. AUTHORIZE the Controller to:

a. Establish a receivable within the Workforce Innovation and Opportunity Act (WIOA) Fund No. 57W from the State of California– EDD for \$500,000.

b. Appropriate \$500,000 within the WIOA Fund No. 57W as follows:

<b>Account</b>	<b>Title</b>	<b>Amount</b>
22W540	September Wildfires Disaster Recovery NDWG	\$450,000
22W122	Economic and Workforce Development	37,749
22W166	Personnel	466
22W299	Reimbursement of General Fund Costs	<u>11,785</u>
Total:		\$500,000

c. Increase appropriations within Fund No. 100/22 as follows:

<b>Account</b>	<b>Title</b>	<b>Amount</b>
1010	Salaries General	\$19,407
1070	Salaries, As-Needed	118
1090	Overtime General	9,463
2120	Printing and Binding	3
2130	Travel	5
3040	Contractual Services	2,443
6010	Office and Administrative	2,344
6020	Operating Supplies	1
6030	Leasing	<u>3,965</u>
Total:		\$37,749

d. Increase appropriations within the Personnel Department, Fund No. 100/66, Account No. 1010, Salaries General, in the amount of \$466.

4. AUTHORIZE the General Manager, Economic and Workforce Development Department (EWDD) to:

a. Negotiate and execute an amended agreement with Managed Career

Solutions, SPC (Contract No. C-138711), to add \$450,000, for a revised contract total of \$3,700,000, subject to City Attorney review and approval as to form, legality, and procurement, and in compliance with the Workforce Development Board– Local Elected Officials Agreement, City grant regulations, and City contracting requirements.

- b. Prepare Controller instructions for any technical adjustments, subject to the approval of the City Administrative Officer (CAO), and authorize the Controller to implement the instructions.

Fiscal Impact Statement: The CAO reports that the recommendations stated in the April 27, 2023 CAO report, attached to the Council File, will increase reimbursements for related costs to the General Fund from the WIOA Fund by up to \$11,785. Actual related costs reimbursements are calculated based on actual staffing costs incurred and are subject to a ten percent federal grant cap for all administrative costs.

Financial Policies Statement: The CAO reports that the recommendations stated in the April 27, 2023 CAO report, attached to the Council File, comply with the City’s Financial Policies in that the City is actively pursuing grant funding from federal, state, and local sources, and one-time funding is being allocated for one-time expenditures. Additionally, recommended appropriations are limited to the funding available under the grant award.

Community Impact Statement: None submitted.

**Adopted Item**

**Ayes: Blumenfield, de León, Hutt, Krekorian, Lee, McOsker, Park, Price Jr., Rodriguez, Soto-Martínez, Yaroslavsky (11); Nays: (0); Absent: Harris-Dawson, Hernandez, Raman (3)**

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

(9) **23-0600**

ANNUAL BUDGET RESOLUTION FOR FISCAL YEAR 2023-24 TO BE SUBMITTED BY THE CITY ATTORNEY, CITY ADMINISTRATIVE OFFICER AND CHIEF LEGISLATIVE ANALYST.

**No Action Taken**

(10) **22-0752-S1**  
**CD 10**

MOTION (HUTT - HARRIS-DAWSON) relative to amending the prior Council action of April 25, 2023 regarding tree trimming services in Council District 10 (Council file No. 22-0752-S1).

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

AMEND the Council action of April 25, 2023 regarding tree trimming services in Council District 10 to change the source of funding reference in that action from the Council District 10 portion of the "Neighborhood Service Enhancements" line item in the General City Purposes Fund No. 100/56 to AB1290 Fund No. 53P, Account No. 281210 (CD 10 Redevelopment Projects - Services), with all other aspects of the original Council action to remain unchanged.

**Adopted Item**

**Ayes: Blumenfield, de León, Hutt, Krekorian, Lee, McOsker, Park, Price Jr., Rodriguez, Soto-Martínez, Yaroslavsky (11); Nays: (0); Absent: Harris-Dawson, Hernandez, Raman (3)**

(11) **22-1102**  
**CD 5**

MOTION (YAROSLAVSKY - LEE) relative to rescinding prior Council action of September 28, 2022 regarding a transfer of Council District 5 Neighborhood Service Enhancements funds to the Bureau of Street Services (Council file No. 22-1102).

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

RESCIND the Council action of September 28, 2022 relative to a transfer of Council District 5 Neighborhood Service Enhancements funds to the Bureau of Street Services for tree and landscape maintenance and climate sustainability efforts along Pico Boulevard as part of the Walk Pico! (Council file No. 22-1102) to adopt the following recommendations in order to return the funds to Council District 5:

1. Transfer and appropriate \$100,000 from the Street Services Fund No. 100/86, Account No. 3040 (Contractual Services) to the Council District 5 portion of the Neighborhood Service Enhancements line item in the General City Purposes Fund No. 100/56 in order to return these funds to their original source, inasmuch as the Bureau of Street Services is unable to install the landscaping for this project without a maintenance agreement with the designated service provider since they do not have the capacity to provide these maintenance services at this time.
2. Authorize the Bureau of Street Services to make any technical corrections or clarifications as necessary to the above fund transfer instructions in order to effectuate the intent of this Motion.

**Adopted Item**

**Ayes: Blumenfield, de León, Hutt, Krekorian, Lee, McOsker, Park, Price Jr., Rodriguez, Soto-Martínez, Yaroslavsky (11); Nays: (0); Absent: Harris-Dawson, Hernandez, Raman (3)**

(12) **21-0010-S6**

MOTION (HARRIS-DAWSON - LEE) relative to reinstating a reward offer for an additional period of six months for the death of Michael Jackson.

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

1. REAFFIRM Council's findings and REINSTATE the reward offer relative to the death of Michael Jackson (Council action of March 16, 2021, Council file No. 21-0010-S6) for an additional period of six months from the publication of the renewed offer of reward by the City Clerk and further, that the sum \$50,000 shall be the aggregate maximum sum of any payment or payments of a City reward in this instance.
2. DIRECT the City Clerk to publish the reward notice in the "Our Weekly," "Los Angeles Sentinel," "and "LA Watts Times," in addition to regular publications used by the City Clerk for reward notices, to ensure adequate community notice.

**Adopted Item**

**Ayes: Blumenfield, de León, Hutt, Krekorian, Lee, McOsker, Park, Price Jr., Rodriguez, Soto-Martínez, Yaroslavsky (11); Nays: (0); Absent: Harris-Dawson, Hernandez, Raman (3)**

(13) **23-0010-S5**

MOTION (McOSKER - RODRIGUEZ) relative to an offer of a reward for information leading to the identification, apprehension, and conviction of the person or persons responsible for the death of Justice Sanchez on August 16, 2022.

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

1. PROVIDE an offer reward in the amount of \$50,000 for information leading to the identification, apprehension, and conviction of the person or persons responsible for the death of Justice Sanchez on August 16, 2022.
2. FIND that the subject reward complies with the provisions of Division 19, Chapter 12, Article 1 of the Los Angeles Administrative Code.

3. DIRECT the City Clerk to cause notice and/or advertisements to be only published according to the requirements of Division 19, Chapter 12, Article 1 of the Los Angeles Administrative Code.

**Adopted Item**

**Ayes: Blumenfield, de León, Hutt, Krekorian, Lee, McOsker, Park, Price Jr., Rodriguez, Soto-Martínez, Yaroslavsky (11); Nays: (0); Absent: Harris-Dawson, Hernandez, Raman (3)**

**Items Called Special**

**Motions for Posting and Referral - SEE ATTACHED**

**Council Members' Requests for Excuse from Attendance at Council Meetings**

**Adjourning Motions**

**Council Adjournment**

**ENDING ROLL CALL**

Blumenfield, de León, Hutt, Krekorian, Lee, McOsker, Park, Price Jr., Rodriguez, Soto-Martínez, Yaroslavsky (11); Absent: Harris-Dawson, Hernandez, Raman (3)

**Whereupon the Council did adjourn.**

ATTEST: Holly L. Wolcott, CITY CLERK

By

Council Clerk

PRESIDENT OF THE CITY COUNCIL

## COMMENDATORY RESOLUTIONS

<b>MOVED BY</b>	<b>SECONDED BY</b>	<b>NAME</b>
McOsker	Lee	Warner Grand Theatre
De Leon	Rodriguez	Solheim Senior Community of Eagle Rock
Rodriguez	Krekorian	Antonia Hernández
Yaroslavsky	Soto-Martinez	International Criminal Court

**RESOLUTION**  
**WARNER GRAND THEATRE**

WHEREAS, on the occasion of the Gathering for the Grand 2023, Grand Vision Foundation honors the historic art deco Warner Grand Theatre, San Pedro's beloved landmark and beacon for the arts; and

WHEREAS, 92 years ago, in 1931, Warner Bros. opened their San Pedro Theatre to great fanfare; it was the largest and finest of the town's movie theaters; a castle in which to dream and be entertained; and

WHEREAS, the Warner Grand Theatre, which is listed on the National Register of Historic Places, stands as a stunning example of the eclecticism of the art deco movement, featuring ornate decor and painted motifs that continue to transport audiences today; and

WHEREAS, Grand Vision Foundation, the Theatre's Friends Group, rallied the community in the early 1990s to save the Theatre from an uncertain fate; and

WHEREAS, the City of Los Angeles and Grand Vision Foundation have partnered since 1996 to transform the Theatre into the community-serving performing arts venue that it is today; and

WHEREAS, the Warner Grand Theatre is a place of inspiration, uplifting our community's children and opening their minds to the possibilities of careers in the arts; and

WHEREAS, for nearly a century, the Warner Grand Theatre has been a point of pride for the community of San Pedro and visitors alike, bonding audiences through shared creative and cultural experiences; and

WHEREAS, the Warner Grand Theatre shall soon receive a high quality and thoughtful renovation, providing its guests with increased access, comfort and more, to ensure that the Theatre continues to delight for years to come:

NOW, THEREFORE, BE IT RESOLVED that by the adoption of this resolution, the Los Angeles City Council does hereby recognize the Warner Grand Theatre for having the fortitude, in steel, cement, plaster and marble, to remain a performing arts anchor for the people of the Los Angeles Harbor Area, the Palos Verdes Peninsula, the great City of Los Angeles and beyond.

PRESENTED BY:

  
TIM McOSKER

Councilmember, 15<sup>th</sup> District

SECONDED BY:



**ORIGINAL**

MAY 26 2023

PK



RESOLUTION

WHEREAS, Solheim Senior Community of Eagle Rock was founded on November 11, 1923 as one of Southern California's first residential care communities for older adults; and

WHEREAS, since its founding, while remaining true to its faith-based mission, Solheim has become a place that welcomes all faiths and serves a multicultural community of older adults that reflects the diversity of the City of Los Angeles; and

WHEREAS, Solheim is one of Eagle Rock's oldest non-profit organizations and an important part of the fabric of the community, having remained in its original location and maintained its independent status while successfully responding to the changing needs of our community; and

WHEREAS, Solheim has grown from a single Craftsman bungalow to a continuing care retirement community that offers fully-licensed care in residential and assisted living, memory care, and skilled nursing on two and one half acres; and

WHEREAS, Solheim works in partnership with its residents and their families to provide a vibrant community filled with love, peace, dignity and security; and

WHEREAS, Solheim has long enjoyed a reputation for superb care and a five-star Medicare quality measures rating, thanks to its outstanding staff, and

WHEREAS, Solheim believes the key to abundant life for the residents is its dedicated staff, and encourages all staff – licensed, certified, support and administrative – to embody the "Solheim Feeling" – compassion and kindness, dignity and purpose, unified community, and a genuine joy in living; and

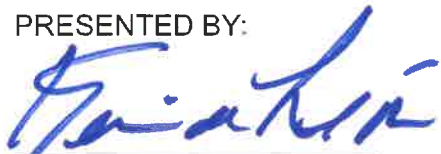
WHEREAS, Solheim is supported by donors and friends and led by a committed Board of Directors whose guidance will allow it to continue to flourish and serve its senior residents; and

WHEREAS, Solheim reaches out to the community by inviting its Eagle Rock neighbors to its campus for the annual Oktoberfest and Christmas boutique and sponsoring local events including Concerts in the Park; and

WHEREAS, Solheim has been committed and engaged, maintaining an affiliation with the Evangelical Lutheran Church in America, serving in the Eagle Rock Chamber of Commerce, and acting as an influential voice in LeadingAge California, a community of nonprofit aging services providers;

NOW THEREFORE BE IT RESOLVED, that by the adoption of this resolution on June 11, 2023, the Los Angeles City Council does hereby join the Eagle Rock community in celebrating Solheim Senior Community's Centennial Anniversary, its legacy of selfless service to our seniors, and the vision that it will continue to provide outstanding care for older adults for another 100 years to come.

PRESENTED BY:

  
KEVIN DE LEÓN  
Councilmember, 14<sup>th</sup> District

SECONDED BY:



ORIGINAL

PK MAY 26 2023

**RESOLUTION**

**WHEREAS**, Antonia Hernández was born in the ejido of El Cambio, Torreon, Coahuila, Mexico in 1948 and moved to East Los Angeles with her family in 1956; and

**WHEREAS**, Antonia Hernández is nationally regarded for her expertise in immigration, civil rights, and philanthropy. She has dedicated her life to social justice activism and has successfully empowered underrepresented groups throughout the country; and

**WHEREAS**, before beginning her career as a prominent Latina leader and lawyer, Antonia Hernández earned her bachelor of arts in history from the University of California of Los Angeles (UCLA) and a J.D. from the UCLA School of Law.

**WHEREAS**, Antonia Hernández started as a staff attorney at the Los Angeles Center for Law and Justice, where she litigated landmark cases such as the class action lawsuit *Madrigal v. Quilligan* (1978), which paved the way for reform by requiring informed consent by non-English speaking women before they could be sterilized as a condition of child birth; and

**WHEREAS**, Antonia Hernández was the first Latina ever to serve as counsel to the U.S. Senate Judiciary Committee from 1979-1981; and

**WHEREAS**, in 1981, Antonia joined the Mexican American Legal Defense and Education Fund (MALDEF) in Washington, D.C. as Regional Counsel and became the President and General Counsel of MALDEF in 1985; and

**WHEREAS**, at MALDEF, Antonia litigated groundbreaking cases to end gerrymandering and discrimination in California, Texas, Illinois, Arizona and other states. Most notably, she fought against the constitutionality of the anti-immigrant Proposition 187 in California, racial discriminatory financing in public schools, voter dilution of the Los Angeles County Board of Supervisors in *Garza v. County of Los Angeles* (1990), and gerrymandering in a number of Congressional and local electoral districts; and

**WHEREAS**, Antonia has selflessly defended the rights of immigrants and marginalized communities. Her work expanded access to higher education, bilingual and multicultural programs in schools, equitable political representation for Latinos, and ensured protections for non-native English speakers in the election process; and

**WHEREAS**, since 2004, Antonia Hernández has served as President and Chief Executive Officer (CEO) at the California Community Foundation (CCF), one of California's largest philanthropic organizations. At CCF, Antonia manages billions of dollars in grants to fund the arts, health, housing, economic opportunity, education, and immigration programs for all Angelenos; and

**WHEREAS**, Antonia Hernández currently serves on the board directors at the Automobile Club of Southern California, Educational Testing Service, Forest Lawn Memorial-Park Association, Los Angeles Philharmonic Association, and Urban Institute, and Co-Chair of the Commission on Presidential Debates; and

**WHEREAS**, Antonia Hernández is also a member of the United States Supreme Court, the State Bar of California, the District of Columbia Bar, the American Bar Association and the Mexican American Bar Association of Los Angeles, a fellow of the American Law Institute and the American Academy of Arts and Sciences, and serves on the Academy's Trust:

**NOW, THEREFORE, BE IT RESOLVED**, the Los Angeles City Council does hereby honor Antonia Hernández's trailblazing career and decades of advocacy to elevate the rights of underserved communities throughout the United States.

PRESENTED BY Monica Rodriguez  
MONICA RODRIGUEZ  
Councilwoman, 7<sup>th</sup> District

SECONDED BY: Paul Keenan

MAY 26 2023

PK

OFFICIAL  
STAMP

RESOLUTION  
World Day for International Justice

WHEREAS, July 17 2023 marks the twenty-fifth anniversary of the 1998 vote at the Rome international treaty conference approving the Rome Treaty to create the International Criminal Court (ICC); and

WHEREAS, the invasion of Ukraine highlights the need for a permanent International Criminal Court to hold accountable those who commit war crimes and crimes against humanity; and

WHEREAS, the International Criminal Court issued arrest warrants for the President of Russia, Vladimir Putin, and Russia' commissioner for children's rights, Maria Lvova-Belova, for the alleged war crime of forcible removal of children from Ukraine; and

WHEREAS, the attempts by Russia to seize territory of Ukraine by military force also highlights the need for a court for the crime of aggression, and the International Criminal Court was established in part as a legacy of the Nuremburg trials, which included crimes against the peace, or aggression, against individuals involved in the NAZI invasion of multiple nations; and

WHEREAS, there are repeated and continuing threats to international peace and stability through the commission of genocide, crimes against humanity and war crimes which cause the deaths, injuries, and forced movement and suffering of millions of people, which atrocities shocks the conscience of humanity and cries out for solutions; and

WHEREAS, the ICC was established to bring to justice the world's most serious violators of human rights, including those who commit genocide, crimes against humanity, and war crimes; and

WHEREAS, the ICC promotes national prosecution first, and acts only when national judicial systems are either unable or not genuinely willing to investigate and prosecute these crimes; and

WHEREAS, the ICC provides a permanent court with established rules and procedures, applying high standards of the rule of law, and the cases referred to the International Criminal Court are from places where the most serious of violations occur; and

WHEREAS, the ICC tries only individual defendants charged with genocide, war crimes or crimes against humanity, and the ICC does not bring any charges against nations or organizations; and

WHEREAS, there have been 32 cases initiated before the ICC, for conduct in 9 different nations, with 8 convictions and 4 acquittals, but also with several named accused who remain at large; and

WHEREAS, in additions to cases initiated, the ICC is conducting preliminary examinations regarding other situations, as well as assessing whether genuine prosecutions are being carried out in other nations; and

WHEREAS, the ICC has no police force and relies on cooperation of nations to obtain custody of those accused and to assist in investigations in the territory of those nations, and the lack of such cooperation can contribute to mistrials and delays, all of which shows the need for greater international cooperation to effect the imperative to meet the important goals of the ICC; and

WHEREAS, the United States participated in drafting the Rome Treaty, acts as an observer at meetings of the Assembly of State Parties, but is not a party to the Rome Treaty, and membership of the United States as a party to the ICC would enhance the capabilities of the ICC while continuing the role of the United States as a champion of the rule of law for those who commit atrocity crimes; and

WHEREAS, the ICC continues to be instrumental in creating a global discussion on justice in the wake of massive human rights violations and atrocities, including that peace and justice are complementary to each other, and not mutually exclusive; and

WHEREAS, the City of Los Angeles is home to many people who left their nations to escape the commission of genocide, crimes against humanity, and war crimes, and who now live in a nation that enjoys the benefits of the rule of law; and

WHEREAS, the City of Los Angeles urges all nations to find more positive ways to interact with and cooperate with the International Criminal Court to bring accountability pursuant to the rule of law for those accused of the most serious of violations of international law-genocide, crimes and against humanity, and war crimes;

NOW, THEREFORE BE IT RESOLVED that, by the adoption of this resolution, the Los Angeles City Council hereby expresses its support for the International Criminal Court and proclaims July 17, 2023, to be World Day for International Justice.

Presented by:



Katy Yaroslavsky  
Councilwoman, 5th District

Seconded by:



**ORIGINAL**

**MAY 26 2023**

TO CITY CLERK FOR PLACEMENT ON NEXT  
REGULAR COUNCIL AGENDA TO BE POSTED #51

### MOTION

The Council District AB1290 Fund provides funding for redevelopment and community services in various Council Districts.

The Board of Public Works-Office of Community Beautification (OCB) has been designated by the City to provide for the proper planning, coordination, direction, and management of the City's graffiti removal and community beautification activities.

OCB currently has a contract with Coalition for Responsible Community Development (CRCDD) for graffiti removal and public right-of-way cleanup in South Los Angeles. This ongoing effort is of special benefit for the residents of the City and for CD-9 and deserves financial assistance from the City.

Sufficient funds are available in the CD-9 portion of the Council District AB 1290 Fund for this purpose.

I THEREFORE MOVE that \$200,000 in the AB1290 Fund No. 53P, Account No. 281209 (CD 9 Redevelopment Projects - Services) be transferred / appropriated to the Board of Public Works Contractual Services Account Fund 100, Department 74, Account Number 3040 for continuous 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.  
Councilman, 9th District

SECONDED BY: 

ORIGINAL

MAY 26 2023

PK

**MOTION**

I MOVE that \$400 be transferred / appropriated from the Council's portion of the Heritage Month Celebration and Special Events-Council line item in the General City Purposes Fund No. 100-56 to the General Services Fund 100-40, Account No. 1070 (Salaries-As Needed), for services in connection with the Council District 11 special recognition of LGBT Heritage Month at City Hall from June 2 - 4, 2023, including the illumination of City Hall.

PRESENTED BY: Traci Park  
Traci Park  
Councilmember, 11<sup>th</sup> District

SECONDED BY: Paul Kekoa

ORIGINAL

MAY 26 2023

PK

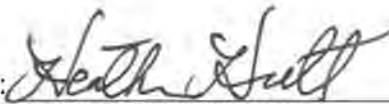
# M O T I O N

I MOVE that \$200,000 in the AB 1290 Fund No. 53P, Account No. 281210 (CD 10 Redevelopment Projects - Services) be transferred / appropriated to the Community Investment for Families General Fund Programs Fund No. 65P/21, Account No. 21W240 (Casa Amador Transitional Shelter) to cover supplemental construction costs for the Casa Amador transitional shelter project.

I FURTHER MOVE that the Community Investment for Families Department be instructed and authorized to negotiate and execute a seventh amendment to Contract No. C126691 with Reach for the Top for the Casa Amador transitional shelter project, adding \$200,000, for a new total contract amount of \$2,555,000, subject to the approval of the City Attorney as to form.

I FURTHER MOVE that the Community Investment for Families Department 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. be authorized to make any technical corrections or clarifications to the above funding instructions in order to effectuate the intent of this Motion.

PRESENTED BY:



HEATHER HUTT  
Councilwoman, 10<sup>th</sup> District

SECONDED BY:



ORIGINAL

MAY 26 2023

ak

PK

**MOTION**

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

The Councilwoman of the Fifth District has expressed the need for a personal services contract with Indigov Corporation, for expertise the Councilwoman needs relative to her Council Office that is not otherwise available. The proposed services to be performed are of an expert and technical nature and are temporary and occasional in character. The term of the contract will be from July 1, 2023 to June 30, 2024 and the Contractor is to receive an amount not to exceed \$36,560 for its services. There are funds available in the Council Office Budget to meet this request.

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

I FURTHER MOVE that the Councilwoman of the Fifth 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 2023-2024 and to reflect it as a charge against the budget of the involved Council Office.

PRESENTED BY:   
KATY YAROSLAVSKY  
Councilwoman, 5th District

SECONDED BY: 

ORIGINAL

as

MAY 26 2023

PK



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

THIS AGREEMENT (hereinafter, "Agreement") is made and entered into by and between the CITY OF LOS ANGELES, a municipal corporation, (hereinafter "CITY") by and through the Fifth Council District ("5th Council District" herein) and INDIGOV CORPORATION, (hereinafter, "CONTRACTOR") with reference to the following facts:

WHEREAS, the 5th Council District is in need of website creation and maintenance services; and

WHEREAS, the 5th Council District does not currently have staff with website creation and maintenance expertise and the 5th Council District regularly receives numerous constituent requests and is in need of an Internet web portal that can act as a central hub for accepting such communications resulting in faster response times from appropriate 5th Council District staff and improved engagement with constituents; and

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

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

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

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

As requested by the Councilwoman of the Fifth District, the Contractor will create an Internet web portal for the 5th Council District to act as a central hub for constituent requests and communications. The Contractor will license its software to the City giving access to up to twelve (12) 5th Council District users and provide its Constituent Data Package.

1. The term of this Agreement shall commence on July 1, 2023 and shall terminate on June 30, 2024.
2. The City will pay the Contractor for a software license subscription and associated services for the 5<sup>th</sup> Council District according to the following budget:

Indigov software license subscription (12 users) \$27,000 Phone Line subscription (10 users) \$960 Constituent data package \$4,600 One Time Set-up fee \$4,000

The Contractor shall perform said services in accordance with a scope of work approved by the Councilwoman. 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 scope of work as provided therein and shall be subject to the approval of the Councilwoman of the Fifth District or her designee.

3. The City's total obligation under this Agreement shall not exceed thirty six thousand five hundred and sixty dollars (\$36,560).
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 Councilwoman of the Fifth District or her designee may terminate this contract by giving a minimum of 30 days written notice thereof to the Contractor. In the event of such termination, the Contractor shall be paid for hours worked prior to the effective date of termination.
6. The Contractor agrees to present monthly reports at the request of the Councilwoman of the Fifth District setting forth its performance of the tasks required in fulfilling the terms of this contract; and, further that any and all data, information, conclusions, recommendations, and reports originated hereunder shall become the sole property of the City for its use in any manner and for any purpose.
7. The CONTRACTOR shall comply with Los Angeles Administrative Code Section 10.50 et seq., 'Disclosure of Border Wall Contracting.' The CITY may terminate this Contract at any time if the CITY determines that the CONTRACTOR failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in LAAC Section 10.50.1.
8. The CONTRACTOR agrees to comply with the Standard Provisions for City Contracts (Rev. 9/22 [v1]), 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. 9/22 [v1])
10. This Agreement includes three (3) pages which constitute the entire understanding and agreement of the parties.

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

THE CITY OF LOS ANGELES INDIGOV CORPORATION

BY: \_\_\_\_\_ BY: \_\_\_\_\_  
KATY YAROSLAVSKY Contractor  
Councilwoman, 5th District

Date: \_\_\_\_\_ Date: \_\_\_\_\_ Attest:

HOLLY WOLCOTT, City Clerk

BY: \_\_\_\_\_ Date: \_\_\_\_\_ Deputy  
City Clerk

Approved as to form:  
HYDEE FELDSTEIN SOTO, City Attorney

BY: \_\_\_\_\_ Date: \_\_\_\_\_ Deputy  
City Attorney

**ATTACHMENT A**

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

**STANDARD PROVISIONS FOR CITY CONTRACTS**

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## STANDARD PROVISIONS FOR CITY CONTRACTS

### **PSC-1. Construction of Provisions and Titles Herein**

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

### **PSC-2. Applicable Law, Interpretation and Enforcement**

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

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

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

### **PSC-3. Time of Effectiveness**

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

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

**PSC-4. Integrated Contract**

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

**PSC-5. Amendment**

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

**PSC-6. Excusable Delays**

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

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

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

**PSC-7. Waiver**

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

**PSC-8. Suspension**

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



until **CITY** gives written notice to recommence the services.

#### **PSC-9. Termination**

##### **A. Termination for Convenience**

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

##### **B. Termination for Breach of Contract**

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

assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.

4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.

5. Acts of Moral Turpitude

a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").

b. If **CONTRACTOR** or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, **CITY** may immediately terminate this Contract.

c. If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'S** ability to perform under the terms of this Contract.

d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.

6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY**

may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.

7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.

8. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

#### **PSC-10. Independent Contractor**

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

#### **PSC-11. Contractor's Personnel**

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

**CONTRACTOR** shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR'S** Subcontractors, and **CITY** reserves the right to request replacement of any Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

#### **PSC-12. Assignment and Delegation**

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

A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or

B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

**PSC-13. Permits**

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

**PSC-14. Claims for Labor and Materials**

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

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

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

**PSC-16. Retention of Records, Audit and Reports**

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

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

**PSC-17. Bonds**

All bonds required by **CITY** shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los

Angeles Administrative Code ("LAAC") Sections 11.47 *et seq.*, as amended from time to time.

**PSC-18. Indemnification**

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

**PSC-19. Intellectual Property Indemnification**

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

**PSC-20. Intellectual Property Warranty**

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

**PSC-21. Ownership and License**

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

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

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

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

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

#### **PSC-22. Data Protection**

- A. **CONTRACTOR** shall protect, using the most secure means and technology that is commercially available, **CITY**-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the "City Data"). **CONTRACTOR** shall notify **CITY** in writing as soon as reasonably feasible, and in any event within twenty-four hours, of **CONTRACTOR'S** discovery or reasonable belief of any unauthorized access of City Data (a "Data Breach"), or of any incident affecting, or potentially affecting City Data related to cyber security (a "Security Incident"), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. **CONTRACTOR** shall

begin remediation immediately. **CONTRACTOR** shall provide daily updates, or more frequently if required by **CITY**, regarding findings and actions performed by **CONTRACTOR** until the Data Breach or Security Incident has been effectively resolved to **CITY'S** satisfaction. **CONTRACTOR** shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with **CITY**. At **CITY'S** sole discretion, **CITY** and its authorized agents shall have the right to lead or participate in the investigation. **CONTRACTOR** shall cooperate fully with **CITY**, its agents and law enforcement.

- B. If **CITY** is subject to liability for any Data Breach or Security Incident, then **CONTRACTOR** shall fully indemnify and hold harmless **CITY** and defend against any resulting actions.

#### **PSC-23. Insurance**

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

#### **PSC-24. Best Terms**

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

#### **PSC-25. Warranty and Responsibility of Contractor**

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

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

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

- A. **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and **CITY**. In performing this Contract,

**CONTRACTOR** shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.

- B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.
- C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.
- D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

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

**PSC-27. Child Support Assignment Orders**

**CONTRACTOR** shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, **CONTRACTOR** shall fully comply with all applicable State and Federal employment reporting requirements. Failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract. Failure of **CONTRACTOR** or principal owner to cure the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-28. Living Wage Ordinance**

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

**PSC-29. Service Contractor Worker Retention Ordinance**

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



**PSC-30. Access and Accommodations**

**CONTRACTOR** represents and certifies that:

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

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

**PSC-31. Contractor Responsibility Ordinance**

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

**PSC-32. Business Inclusion Program**

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

**PSC-33. Slavery Disclosure Ordinance**

**CONTRACTOR** shall comply with the Slavery Disclosure Ordinance, LAAC Section

10.41 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-34. First Source Hiring Ordinance**

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

**PSC-35. Local Business Preference Ordinance**

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

**PSC-36. Iran Contracting Act**

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

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

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

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

You are a subcontractor on City of Los Angeles Contract #

. Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected

City of Los Angeles ("**CITY**") officials and candidates for elected **CITY** office for twelve months after the **CITY** contract is signed. You are required to provide the names and contact information of your principals to the **CONTRACTOR** and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at [ethics.lacity.org](http://ethics.lacity.org) or by calling the Los Angeles City Ethics Commission at (213) 978-1960."

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

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

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

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

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

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

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

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that

has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

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

#### **PSC-42. Possessory Interests Tax**

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

#### **PSC-43. Confidentiality**

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

#### **PSC-44. COVID-19**

Employees of Contractor and/or persons working on its behalf, including, but not limited to, subcontractors (collectively, "Contractor Personnel"), while performing services under this Agreement and prior to interacting in person with City employees, contractors, volunteers, or members of the public (collectively, "In-Person Services") must be fully vaccinated against the novel coronavirus 2019 ("COVID-19"). "Fully vaccinated" means that 14 or more days have passed since Contractor Personnel have received the final dose of a two-dose COVID-19 vaccine series (Moderna or Pfizer-BioNTech) or a single dose of a one-dose COVID-19 vaccine (Johnson & Johnson/Janssen) and all booster doses recommended by the Centers for Disease Control and Prevention. Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated. Contractor shall retain such proof for the document retention period set forth in this Agreement. Contractor shall grant medical or religious exemptions ("Exemptions") to Contractor Personnel as required by law. If Contractor wishes to

assign Contractor Personnel with Exemptions to perform In Person Services, Contractor shall require such Contractor Personnel to undergo weekly COVID-19 testing, with the full cost of testing to be borne by Contractor. If Contractor Personnel test positive, they shall not be assigned to perform In-Person Services or, to the extent they have already been performing In-Person Services, shall be immediately removed from those assignments. Furthermore, Contractor shall immediately notify City if Contractor Personnel performing In-Person Services (1) have tested positive for or have been diagnosed with COVID-19, (2) have been informed by a medical professional that they are likely to have COVID-19, or (3) meet the criteria for isolation under applicable government orders.

#### **PSC-45. Contractor Data Reporting**

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

### **EXHIBIT 1**

#### **INSURANCE CONTRACTUAL REQUIREMENTS**

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

#### **CONTRACTUAL REQUIREMENTS**

CONTRACTOR AGREES THAT:

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

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

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

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

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

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

**6. Workers' Compensation.** By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

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

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

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

# Required Insurance and Minimum Limits

Name: Date: Agreement/Reference:

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 (WC) and Employer's Liability (EL)

WC Statutory

EL

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

### General Liability

Products/Completed Operations Fire

Legal Liability  
Sexual Misconduct

**Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work)

**Professional Liability** (Errors and Omissions)

Discovery Period

**Property Insurance** (to cover replacement cost of building - as determined by insurance company)

All Risk Coverage  
Flood

Boiler and

Earthquake

Machinery Builder's  
Risk

**Pollution Liability**

**Surety Bonds - Performance and Payment (Labor and Materials) Bonds**  
**Crime Insurance**

**Other**

MOTION

Two-thirds of Angelenos, primarily from communities of color, do not have a bachelor’s degree—lacking an essential resource for socio-economic mobility to help break the cycle of generational poverty. A growing body of research tied to the impact of college savings accounts shows that children from low- to moderate-income families with college savings accounts are three times more likely to enroll in college and four times more likely to graduate from college than children with no savings.

In 2020, the City and County of Los Angeles, in partnership with the Los Angeles Unified School District (LAUSD), launched Opportunity L.A. (OLA), a Children’s Savings Account (CSA) program. This program was built on a proven model for increasing college enrollment and graduation, automatically enrolling all first graders at qualifying LAUSD schools and providing them a designated college savings account. Each student receives seed funding of at least \$25 and opportunities to increase savings.

The Los Angeles Children’s Savings Account Program is currently managed by the Community Investment for Families Department (CIFD). CIFD plans to increase outreach to families automatically enrolled in the program, as well as the State’s CalKids program in order to boost awareness, engagement, and savings contributions from program families.

On April 12, 2023, the California Scholarshare Investment Board (SIB) released Request For Applications NO. 2023-A, California Kids Investment and Development Savings Program (CalKIDS) / Local Children’s Savings Account (CSA) Programs Outreach and Coordination Awards, due May 8, 2023. This grant opportunity provides a minimum of \$100,000 to all qualifying local CSA applicants plus an amount based on the proportion of state-wide CSA participants that are part of each individual program, meaning larger CSA programs like OLA are awarded significantly more funds.

CIFD applied for the allotted portion of the \$5M available statewide grant for OLA, and has been awarded \$1,546,880 upon approval at the May 30, 2023, SIB meeting. The Scholarshare Investment Board has informed all grantees that the funds must be accepted with signed grant agreements before the end of the State’s fiscal year, June 30, 2023. The award will be used for a variety of outreach activities, including mailers, phone calls, emails, texts, social media, video testimonials, in-person events, webinars, and more. CIFD will prioritize outreach to children attending LAUSD schools identified as Very High Need, according to the Student Equity Needs Index.


I THEREFORE MOVE that the City Council, subject to the approval of the Mayor, authorize the General Manager of CIFD, or designee, to accept and execute a new grant agreement with the State of California Scholarshare Investment Board, including all certifications and other required documents.


I FURTHER MOVE that the City Council instruct CIFD to report back upon notice of the award to provide details on outreach activities, and other relevant information for review and approval.

I FURTHER MOVE that the City Council authorize the City Controller to implement the the following actions:

1. Record in the CIFD Miscellaneous Grants and Awards Fund No. 65G a receivable from SIB in the amount of \$1,546,880.
2. Create a new account, “21W241 - CalKIDS CSA Program Outreach” within Fund No. 65G, and appropriate \$1,546,880.

I FURTHER MOVE that the City Council authorize the General Manager of CIFD, or designee, to make necessary technical adjustments, subject to the approval of the City Administrative Officer; and further, request that the Controller implement the instructions.

PRESENTED BY:   
 MONICA RODRIGUEZ  
 Councilwoman, 7<sup>th</sup> District

SECONDED BY: 

ORIGINAL

PK MAY 26 2023



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 government body or agency must have first been adopted in the form of a Resolution by the City Council; and

WHEREAS, it had been reported that, in 2021, air pollution was in a notable decline at the Port of Los Angeles, however due to the pandemic and stranded shipping, cancer-causing diesel particulate matter rose 56%, smog-forming nitrogen oxides rose 54%, and greenhouse gas emissions increased 39% compared with 2020 levels; and

WHEREAS, three years ago, the Housing Authority of the City of Los Angeles (HACLA), Los Angeles CleanTech Incubator (LACI) and Envoy together have launched a new and affordable electric vehicle (EV) community car-share program, called "Rancho San Pedro Electric Car Share" in order to mitigate the effects of air pollution; and

WHEREAS, for \$3 an hour, residents at Rancho San Pedro can rent an electric vehicle using the Envoy app on their phones; and

WHEREAS, HACLA says the average public housing resident earns \$17,000 a year, so most residents cannot afford an electric vehicle, and they often have to leave their neighborhoods for basic errands; and

WHEREAS, currently pending before in the State Senate, is SB 529 (Gonzalez), the EVs for All Act of 2023 which would require the California Energy Commission (CEC) to establish a program to fund EV car share sites at affordable housing facilities; and

WHEREAS, the bill would authorize the CEC to award grants to public housing agencies, local governments, local air quality management districts, and nonprofit organizations that have entered into agreements with a public housing agency or local government that agrees to host an EV sharing service on its property; and

WHEREAS, SB 529 (Gonzalez) would also require the EV sharing service, including EVs and EV service to equipment, to be used exclusive by residents of the affordable housing facility;

NOW, THEREFORE, BE IT RESOLVED, that by the adoption of this Resolution, the City of Los Angeles hereby includes in its 2023-2024 State Legislative Program support of SB 529 (Gonzalez), the EVs for All Act of 2023 which would require the California Energy Commission to develop and administer a new competitive grant program to facilitate the establishment of EV car sharing services at affordable housing facilities.

PRESENTED BY:

TIM McOSKER  
Councilmember, 15<sup>th</sup> District

SECONDED BY:

ORIGINAL

of

MAY 26 2023

PK

## 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 first have been adopted in the form of a Resolution by the City Council; and

WHEREAS, people with disabilities disproportionately experience poverty, homelessness, and housing discrimination; and

WHEREAS, certain mobility-related disabilities may make it challenging or impossible for tenants to climb stairs in buildings that do not have accessibility features like elevators or wheelchair ramps; and

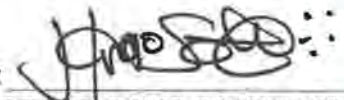
WHEREAS, a rent-controlled tenant in this situation may have to choose between keeping their protected rental rate in a difficult-to-access unit, or losing their established rent by moving to a different unit that is accessible but with a new rent as a result of vacancy decontrol; and

WHEREAS, currently pending before the State Assembly is a bill, AB 1620 (Zbur), which would authorize a jurisdiction with rent control to require an owner of a rent-controlled unit to allow a tenant with a permanent physical disability to relocate to an available comparable or smaller unit located on an accessible floor of the property and retain their same rental rate; and

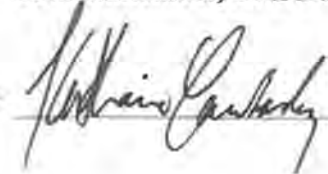
WHEREAS, the City of Los Angeles should support AB 1620 (Zbur) in order to promote housing stability for renters with disabilities; and

NOW, THEREFORE, BE IT RESOLVED, that by the adoption of this Resolution, the City of Los Angeles hereby includes in its 2023-2024 State Legislative Program SUPPORT for AB 1620 (Zbur), which would authorize a jurisdiction to require an owner of a rent-controlled unit to allow a permanently physically disabled tenant to relocate to a comparable accessible unit and retain their same rental rate.

PRESENTED BY:

  
HUGO SOTO-MARTINEZ  
Councilmember, 13th District

SECONDED BY:



ORIGINAL

MAY 2 8 2023

PK

**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, in the 1960's, the California Department of Transportation (Caltrans) began purchasing properties north of the SR-710 freeway in order to connect it with the SR-210 in Pasadena, named the "State Route 710 Terminus Project;" and

WHEREAS, the proposal displaced many El Sereno residents through eminent domain and engendered ongoing controversy over the years; and

WHEREAS, in 2018, Caltrans determined that traffic light and intersection improvements, along with other local roadway improvements, would replace the plan to construct a freeway connection; and

WHEREAS, as funding for the SR 710 gap closure was no longer required, the Los Angeles County Metropolitan Authority (Metro) recently allocated more than \$1 billion in local, state, and federal funds to the Cities of Alhambra, Monterey Park, Pasadena, Rosemead, San Gabriel, San Marino, South Pasadena, and the City and County of Los Angeles, for alternative local and regional projects; and

WHEREAS, Senator Maria Elena Durazo introduced SB 710 to require Caltrans to establish and administer a Terminus Regional Planning Committee (TRP) that would meet quarterly and complete and submit a report to the Legislature on issues of traffic and potential land use related to land originally purchased for the "State Route 710 Terminus Project;" and

WHEREAS, the composition of the TRP Committee would include representatives from the City of Alhambra, the City of Los Angeles (including the LA-32 Neighborhood Council), the County of Los Angeles, Metro, and one community-based organization; and

WHEREAS, it is critical for the affected communities to participate in the process to consider the types of projects, programs, and improvements for the land in this area;

NOW, THEREFORE, BE IT RESOLVED, that by adoption of this resolution, the City of Los Angeles hereby includes in its 2023-24 State Legislative Program, SUPPORT for SB 710 (Durazo), which would require the California Department of Transportation to establish and administer a Terminus Regional Planning Committee to prepare a report for the Legislature relative to potential land uses associated with the former "State Route 710 Terminus Project."

PRESENTED BY:

*Kevin de León*  
KEVIN DE LEÓN  
Council member, 14th District

SECONDED BY:

*Paul Repetti*

**ORIGINAL**

PK MAY 26 2023