

**Los Angeles City Council, Journal/Council Proceeding  
Friday, December 15, 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, de León, Hernandez, Krekorian, Lee, McOsker, Padilla, Park, Raman, Rodriguez, Soto-Martínez, Yaroslavsky (12); Absent: Harris-Dawson, Hutt, Price Jr.(3)**

**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 Noticed for Public Hearing - PUBLIC HEARING CLOSED**

(1) **23-0847**

PUBLIC SAFETY COMMITTEE REPORT and ORDINANCE FIRST CONSIDERATION relative to proposed adjustments to the Police Commission Permit Fees for Calendar Year 2024.

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

PRESENT and ADOPT the accompanying ORDINANCE, dated October 27, 2023, amending Section 103.12 of Division 4, Article 3, Chapter X of the Los Angeles Municipal Code to revise the Business Permit Fee Schedule.

Fiscal Impact Statement: None submitted by the City Attorney. Neither the City Administrative Officer nor the Chief Legislative Analyst has

completed a financial analysis of this report.

Community Impact Statement: None submitted

**Adopted Public Safety Committee Report and Ordinance as Amended by Motion 1A (Krekorian – Soto-Martinez - et al) Forthwith - SEE ATTACHED**  
**Ayes: Blumenfield, de León, Harris-Dawson, Hernandez, Hutt, Krekorian, Lee, Padilla, Park, Raman, Rodriguez, Soto-Martínez, Yaroslavsky (13); Nays: (0); Absent: McOsker, Price Jr. (2)**

### Items for which Public Hearings Have Been Held

(2) **22-1545-S10**

HOUSING AND HOMELESSNESS COMMITTEE REPORT relative to the Homelessness Emergency Account – General City Purposes Fund Eighth Status Report.

Recommendation for Council action:

NOTE and FILE the October 27, 2023 City Administrative Officer report relative to the Homelessness Emergency Account – General City Purposes Fund, inasmuch as this report is for information only and no Council action is required.

Fiscal Impact Statement: Not applicable.

Community Impact Statement: None submitted.

### Adopted Item Forthwith

**Ayes: Blumenfield, de León, Hernandez, Krekorian, Lee, McOsker, Padilla, Park, Raman, Rodriguez, Soto-Martínez, Yaroslavsky (12); Nays: (0); Absent: Harris-Dawson, Hutt, Price Jr. (3)**

(3) **23-1164**

PUBLIC SAFETY COMMITTEE REPORT relative to littering in mass as a method to disseminate hate speech.

Recommendations for Council action, as initiated by Motion (Blumenfield

– Raman):

1. REQUEST the City Attorney, with assistance from the Los Angeles Police Department, to report to the Council on how the crime of littering in mass as a method to disseminate hate speech is currently addressed by the City along with ways to increase penalties that make it a misdemeanor for any person to litter with the intent to willfully injure, intimidate, interfere with, oppress, or threaten any other person based on their perceived characteristics.
2. DIRECT the Civil and Human Rights and Equity Department to report to the Council on alternative solutions to preventing and addressing hate speech that is disseminated via mass flyering.

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

Community Impact Statement: Yes

For:

Bel Air-Beverly Crest Neighborhood Council

**Adopted Item Forthwith**

**Ayes: Blumenfield, de León, Hutt, Krekorian, Lee, McOsker, Padilla, Park, Raman, Rodriguez, Soto-Martínez, Yaroslavsky (12); Nays: (0); Absent: Harris-Dawson, Hernandez, Price Jr. (3)**

(4) **23-1238**

BUDGET, FINANCE AND INNOVATION COMMITTEE REPORT relative to the Fiscal Year 2023-24 State specified earmark grants awarded to the City.

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

1. AUTHORIZE the General Managers, Executive Directors, or designees, for the Bureau of Engineering (BOE), Department of Cultural Affairs (DCA), Community Investment for Families Department (CIFD), Economic and Workforce Development

Department (EWDD), and the Office of the City Administrative Officer (CAO) to prepare and submit grant applications and/or project information packages for the projects outlined in the Attachment of the CAO report dated November 1, 2023 (Attachment), attached to the Council file.

2. AUTHORIZE the General Managers and/or their designees to accept the 2023-24 State Specified grant awards for City projects or community-based organizational projects and if required, submit a Governing Body Resolution to the grantor.
3. AUTHORIZE the respective General Managers and/or designees of City departments that are awarded State Specified Funding as outlined in the Attachment to:
  - a. Negotiate and execute a grant agreement with the respective state agency and submit all required documentation.
  - b. Establish a separate fund and/or account as applicable, accept and disburse the grant funds in the amounts specified in the Attachment.
  - c. Where applicable, negotiate and execute a contract or contract amendment with the following community-based organizations: Casa 0101, Chinatown Service Center and Brotherhood Crusade.
4. AUTHORIZE the CAO, or designee, to:
  - a. Upon receipt of funds in the amount of \$3 million designated in the 2023 State Budget Act for the siting, design, and construction of structures marking and identifying historic black neighborhoods in Los Angeles, deposit said funds into the CAO's Grants and Awards Fund No. 65W/10, and appropriate the funds into a new appropriation account within the Grants and Awards Fund No. 65W.
  - b. Upon presentation of documentation or proper demand, transfer the funds to the BOE, and with the assistance of the Department of City Planning, implement project activities and

disburse the funds in accordance with the purposes identified in the Attachment.

- c. Upon receipt of funds in the amount of \$4,750,000 (of which \$210,000 will be transferred out for a Homekey1 project per Council file No. 20-0841-S36) designated in the 2023 State Budget Act for various housing and neighborhood improvement projects in the San Fernando Valley, deposit said funds into the CAO's Grants and Awards Fund No. 65W/10, and appropriate \$4,450,000 into a new appropriation account within the Grants and Awards Fund No. 65W.
- d. Upon receipt of funds in the amount of \$600,000 designated in the 2023 State Budget Act for the RV Buyback and Disposal Program, deposit said funds into the CAO's Grants and Awards Fund No. 65W/10, and appropriate the funds into a new appropriation account within the Grants and Awards Fund No. 65W.

- 5. AUTHORIZE the aforementioned General Managers, or designees, of the administering departments to prepare Controller instructions or make any necessary technical corrections or clarifications to the above recommendations and fund transfer instructions in order to effectuate the intent of these matters, including any corrections and changes to funds or account numbers, subject to the approval of the CAO, and authorize the Controller to implement these instructions.

Fiscal Impact Statement: The CAO reports that there is no additional impact to the General Fund. For State Specified Earmark Grants awarded for City projects, City departments should have sufficient funds to implement their projects. Departments acting as a pass-through grantee and administrator must absorb the workload of administering these grants and contracts within existing resources. The successful completion of these State Specified grant-funded projects is the desired goal and outcome for both the State and the City. Both the City and recipient organizations will utilize their grant funds to support top priorities and critical needs including capital improvements, operating support, or programmatic enhancements.

Financial Policies Statement: The CAO also reports that the City's Financial Policies require that the City pursue federal, state, and private grants but strictly limit financial support of these programs to avoid commitments that continue beyond available funding. The recommendations in the CAO report dated November 1, 2023, attached to the Council file, comply with the City's Financial Policies in that the proposed funding is balanced against established revenue approved by Council actions and from Federal or State grant receipts. All funding is subject to the availability of grant funds and funding determinations by Mayor and Council.

Community Impact Statement: None submitted

**Adopted Item Forthwith**

**Ayes: Blumenfield, de León, Hernandez, Krekorian, Lee, McOsker, Padilla, Park, Raman, Rodriguez, Soto-Martínez, Yaroslavsky (12); Nays: (0); Absent: Harris-Dawson, Hutt, Price Jr. (3)**

(5) **23-1233**

BUDGET, FINANCE AND INNOVATION COMMITTEE REPORT relative to the Franchise Tax Board (FTB) data sharing reciprocal agreement for the period January 1, 2024 through December 31, 2026.

Recommendation for Council action:

AUTHORIZE the Director of Finance to execute a three-year data sharing reciprocal agreement between the City of Los Angeles and the State FTB for the period January 1, 2024 through December 31, 2026.

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

Community Impact Statement: None submitted

**Adopted Item Forthwith**

**Ayes: Blumenfield, de León, Hernandez, Krekorian, Lee, McOsker, Padilla, Park, Raman, Rodriguez, Soto-Martínez, Yaroslavsky (12); Nays: (0); Absent: Harris-Dawson, Hutt, Price Jr. (3)**

(6) **21-0505**

BUDGET, FINANCE AND INNOVATION COMMITTEE REPORT relative to an escheatment of \$189,676.57 from the Unclaimed Monies Seized Incidental to Arrest Trust Fund (UMSIATF) to the City's General Fund.

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

1. INSTRUCT the Los Angeles Police Department and the City Treasurer to process the sum of \$189,676.57 from the UMSIATF No. 7772.
2. REQUEST the Controller to TRANSFER all identified eligible monies to the General Fund, Fund No.100/70, Revenue Source Code No. 4834.

Fiscal Impact Statement: None submitted by the Office of Finance. 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 Forthwith**

**Ayes: Blumenfield, de León, Hernandez, Krekorian, Lee, McOsker, Padilla, Park, Raman, Rodriguez, Soto-Martínez, Yaroslavsky (12); Nays: (0); Absent: Harris-Dawson, Hutt, Price Jr. (3)**

(7) **21-0821**

BUDGET, FINANCE AND INNOVATION COMMITTEE REPORT relative to escheatments of \$959,084.00 and \$437,951.13 from the Unclaimed Monies Seized Incidental to Arrest Trust Fund (UMSIATF) to the City's General Fund.

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

1. INSTRUCT the Los Angeles Police Department and the City

Treasurer to process \$959,084.00 and \$435,555.38 from the UMSIATF No. 7772.

2. REQUEST the Controller to TRANSFER all identified eligible monies to the General Fund, Fund No.100/70, Revenue Source Code No. 4834.

Fiscal Impact Statement: None submitted by the Office of Finance. 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 Forthwith**

**Ayes: Blumenfield, de León, Hernandez, Krekorian, Lee, McOsker, Padilla, Park, Raman, Rodriguez, Soto-Martínez, Yaroslavsky (12); Nays: (0); Absent: Harris-Dawson, Hutt, Price Jr. (3)**

(8) **23-1266**

BUDGET, FINANCE AND INNOVATION COMMITTEE REPORT relative to a linkage fee refund claim in the amount of \$68,540.09 filed by Southland Building & Remodel Inc. (Claimant) for the project located at 6472 West 80th Street, Los Angeles, California 90045.

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

APPROVE Refund Claim No. 165598 in the amount of \$68,540.09 to the Claimant for the project located at 6472 West 80th Street, Los Angeles, California 90045.

Fiscal Impact Statement: None submitted by the Los Angeles Department of Building and Safety (LADBS). Neither the Chief Legislative Analyst nor the City Administrative Officer has completed a financial analysis of this report.

Community Impact Statement: None submitted



**Adopted Item Forthwith**

**Ayes: Blumenfield, de León, Hernandez, Krekorian, Lee, McOsker, Padilla, Park, Raman, Rodriguez, Soto-Martínez, Yaroslavsky (12); Nays: (0); Absent: Harris-Dawson, Hutt, Price Jr. (3)**

(9) **23-1187**

TRADE, TRAVEL AND TOURISM and BUDGET, FINANCE AND INNOVATION COMMITTEES' REPORTS relative to requesting from multiple City departments a report back within 60 days with an updated Citywide Enhanced Infrastructure Financing District Policy.

**A. TRADE, TRAVEL AND TOURISM COMMITTEE REPORT**

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

DIRECT the Office of the City Administrative Officer (CAO), with the assistance of the Chief Legislative Analyst (CLA), the Economic and Workforce Development Department, and the City Attorney, to report to the Council within 60 days with an updated Citywide Enhanced Infrastructure Financing District Policy that protects the City's fiscal and legal interests.

**B. BUDGET, FINANCE AND INNOVATION COMMITTEE REPORT**

Recommendation for Council action, as initiated by Motion (Blumenfield – Krekorian):

NOTE and FILE Motion (Blumenfield – Krekorian) relative to requesting from multiple City departments a report back within 60 days with an updated Citywide Enhanced Infrastructure Financing District Policy.

Fiscal Impact Statement: Neither the CAO the CLA has completed a financial analysis of this report.

Community Impact Statement: None submitted

**Adopted Motion (Blumenfield – Krekorian) Forthwith**

**Ayes: Blumenfield, de León, Hernandez, Krekorian, Lee, McOsker, Padilla, Park, Raman, Rodriguez, Soto-Martínez, Yaroslavsky (12); Nays: (0); Absent: Harris-Dawson, Hutt, Price Jr. (3)**

(10) **23-1107**

TRADE, TRAVEL AND TOURISM and BUDGET, FINANCE AND INNOVATION COMMITTEES' REPORTS relative to policy recommendations related to budgetary actions and criteria to support the establishment of Enhanced Infrastructure Financing Districts (EIFD).

A. TRADE, TRAVEL AND TOURISM COMMITTEE REPORT

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

1. INSTRUCT the Chief Legislative Analyst (CLA), with the assistance of the City Administrative Officer (CAO), Economic and Workforce Development Department (EWDD), and the Office of Finance, to report to the Council in 45 days with policy recommendations related to budgetary actions and criteria to support the establishment of EIFDs, including:
  - a. How to best tailor financing plans to a community's specific needs and priorities, using the San Pedro EIFD as a case study.
  - b. Identify elements that council be financed through EIFDs, such as affordable housing, infrastructure needs, and community revitalization improvements, and how to determine whether to fund certain improvements outside of the creation of an Infrastructure Financing Plan, and the potential impact regarding the issuance of bonds.
  - c. Budgetary considerations that would ensure the City's ability to maintain compliance with the City's Financial Policies by the growth of future EIFDs.
2. INSTRUCT the CLA, with the assistance of the CAO, and EWDD to report to the Council in 45 days with the personnel,

staff resources, and a plan needed for sustained work efforts on the evaluation, implementation and maintenance of EIFDs.

**B. BUDGET, FINANCE AND INNOVATION COMMITTEE REPORT**

Recommendations for Council action, as initiated by Motion (McOsker – Rodriguez):

1. CONCUR with the November 7, 2023 action of the Trade, Travel and Tourism Committee.
2. DIRECT the CAO, with the assistance of the CLA, EWDD, and the City Attorney, to report to the Council within 45 days with an updated Citywide EIFD Policy that protects the City's fiscal and legal interests.

Fiscal Impact Statement: Neither the CAO the CLA has completed a financial analysis of this report.

Community Impact Statement: None submitted

**Adopted Motion (Blumenfield – Krekorian) Forthwith**

**Ayes: Blumenfield, de León, Hernandez, Krekorian, Lee, McOsker, Padilla, Park, Raman, Rodriguez, Soto-Martínez, Yaroslavsky (12); Nays: (0); Absent: Harris-Dawson, Hutt, Price Jr. (3)**

(11) **23-1193**

BUDGET, FINANCE AND INNOVATION COMMITTEE REPORT relative to the sale of three Caterpillar Diesel Truck Tractors, one Dumpster Trailer, and one 2010 FRTLN Motor Sweeper for less than market value to the City of Ensenada, Mexico.

Recommendations for Council action, pursuant to Motion (Hutt – Soto-Martínez):

1. FIND that the City of Ensenada is eligible to purchase the five listed vehicles in the Motion, attached to the Council file, at below market value (\$1.00), in accordance with the Los Angeles Administrative

Code Section 22.547 (Donation of Surplus City Equipment).

2. REQUEST the City Attorney to prepare a contract to effectuate the sale and transfer of the surplus equipment identified in the Motion at below market value to the City of Ensenada.
  
3. INSTRUCT the City Clerk to inform the City of Ensenada, Mexico, that the surplus equipment must be claimed within 90 days from the date of Council approval of the request or from the notification of equipment availability, whichever occurs later, after which time it will revert to the City's surplus equipment pool for disposal by the Department of General Services.

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

Community Impact Statement: None submitted

**Adopted Item Forthwith**

**Ayes: Blumenfield, de León, Hernandez, Krekorian, Lee, McOsker, Padilla, Park, Raman, Rodriguez, Soto-Martínez, Yaroslavsky (12); Nays: (0); Absent: Harris-Dawson, Hutt, Price Jr. (3)**

(12) **23-1192**

BUDGET, FINANCE AND INNOVATION COMMITTEE REPORT relative to the sale of one Caterpillar Diesel Truck Tractor for less than market value to the City of Zacatecas, Mexico.

Recommendations for Council action, pursuant to Motion (Hutt – Lee):

1. FIND that the City of Zacatecas is eligible to purchase one Caterpillar Diesel Truck Tractor (VIN No. 2NPNAD7XX3M597512), at below market value (\$1.00), in accordance with the Los Angeles Administrative Code Section 22.547 (Donation of Surplus City Equipment).
  
2. REQUEST the City Attorney to prepare a contract to effectuate the

sale and transfer of the surplus equipment identified above at below market value to the City of Zacatecas.

3. INSTRUCT the City Clerk to inform the City of Zacatecas, Mexico, that the surplus equipment must be claimed within 90 days from the date of Council approval of the request or from the notification of equipment availability, whichever occurs later, after which time it will revert to the City's surplus equipment pool for disposal by the Department of General Services.

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

Community Impact Statement: None submitted

**Adopted Item Forthwith**

**Ayes: Blumenfield, de León, Hernandez, Krekorian, Lee, McOsker, Padilla, Park, Raman, Rodriguez, Soto-Martínez, Yaroslavsky (12); Nays: (0); Absent: Harris-Dawson, Hutt, Price Jr. (3)**

(13) **23-1199**

BUDGET, FINANCE AND INNOVATION COMMITTEE REPORT relative to a conflict of interest waiver to allow Baker & Hostetler LLP, currently representing the City's Pension Plans, to also represent Responsible Urban Development Initiative in an unrelated litigation matter.

Recommendation for Council action:

APPROVE the waiver of conflict of interest for Baker & Hostetler LLP.

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

Community Impact Statement: None submitted

**Adopted Item Forthwith**

**Ayes: Blumenfield, de León, Hernandez, Krekorian, Lee, McOsker, Padilla, Park,**

**Raman, Rodriguez, Soto-Martínez, Yaroslavsky (12); Nays: (0); Absent: Harris-Dawson, Hutt, Price Jr. (3)**

(14) **16-0358-S1**

COMMUNICATIONS FROM THE CITY ADMINISTRATIVE OFFICER relative to proposed Seventh and Eighth Amendments to Contract No. C-129255 with the Los Angeles County Metropolitan Transportation Authority (Metro) to Provide Law Enforcement Services for the Transit System's Infrastructure, Bus, and Rail Lines.

**(Budget, Finance and Innovation Committee report to be submitted in Council. If public hearing is not held in Committee, an opportunity for public comment will be provided.)**

**(Please visit [www.lacouncilfile.com](http://www.lacouncilfile.com) for background documents.)**

Community Impact Statement: None submitted

**(Public Safety Committee waived consideration of this matter)**

**Adopted Budget, Finance and Innovation Committee Report Forthwith**

**Ayes: Blumenfield, de León, Hutt, Krekorian, Lee, McOsker, Padilla, Park, Raman, Rodriguez, Yaroslavsky (11); Nays: Hernandez, Soto-Martínez (2); Absent: Harris-Dawson, Price Jr. (2)**

(15) **23-1273**

HOUSING AND HOMELESSNESS COMMITTEE REPORT relative to United to House LA (ULA) revenues collected above the \$150 million approved in the Fiscal Year (FY) 2023-24 budget and the disbursement consistent with the ULA Ordinance and City's financial policies, and related matters.

Recommendations for Council action, pursuant to Motion (Blumenfield - Soto-Martínez – Raman):

1. INSTRUCT the Chief Legislative Analyst (CLA) and the City Administrative Officer (CAO), with the assistance of the Los Angeles Housing Department (LAHD), to report to the Council within 60 days with recommendations on ULA revenues collected above

the \$150 million approved in the FY 2023-24 budget, and how revenues can be disbursed in a manner consistent with the ULA Ordinance and City's financial policies.

2. REQUEST the ULA Citizen Oversight Committee, with the assistance of the LAHD, to provide recommendations for program allocations above \$150 million for FY 2023-24 and for FY 2024-25.

**(Budget, Finance, and Innovation Committee report to be submitted in Council.)**

**(Visit [www.lacouncilfile.com](http://www.lacouncilfile.com) for background documents.)**

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

Community Impact Statement: None submitted

**Adopted Motion (Blumenfield – Krekorian) Forthwith - SEE ATTACHED  
Ayes: Blumenfield, de León, Hernandez, Krekorian, Lee, McOsker, Padilla, Park, Raman, Rodriguez, Soto-Martínez, Yaroslavsky (12); Nays: (0); Absent: Harris-Dawson, Hutt, Price Jr. (3)**

(16) **22-0392**

ORDINANCES SECOND CONSIDERATION relative to: 1) Amending Article 8 of Chapter 1A of the Los Angeles Municipal Code (LAMC) to add a new Section 8.2.3.1 to enable the establishment of the Transportation Communication Network (TCN) on property owned by the Los Angeles County Metropolitan Transportation Authority (LACMTA) to permit signs with digital displays; 2) Amending Article 3 of Chapter 1 of the LAMC to add a new Section 13.11.1 to enable the establishment of the TCN on property owned by the LACMTA to permit signs with digital displays; and, 3) Establishing a TCN District pursuant to LAMC Section 13.11.1, inclusive of a Zone Change on properties throughout the City of Los Angeles owned by the LACMTA to permit signs with digital displays.

Community Impact Statement: Yes

For: Central San Pedro Neighborhood Council

Against: Westside Neighborhood Council  
Sunland-Tujunga Neighborhood Council  
Chatsworth Neighborhood Council  
Woodland Hills-Warner Center  
Greater Wilshire Neighborhood Council  
West Adams Neighborhood Council  
West Los Angeles Neighborhood Council  
Atwater Village Neighborhood Council  
Hollywood United Neighborhood Council  
Elysian Valley Riverside Neighborhood Council  
East Hollywood Neighborhood Council  
Sherman Oaks Neighborhood Council  
Winnetka Neighborhood Council  
Mar Vista Community Council  
Westside Neighborhood Council  
Westwood Neighborhood Council  
Valley Village Neighborhood Council  
Venice Neighborhood Council  
Historic Highland Park Neighborhood Council

Against Unless Amended: Sherman Oaks Neighborhood Council  
Coastal San Pedro Neighborhood Council

**[Council adopted Communication from the City Attorney, Planning and Land Use Management Committee Report, Amending Motion 13A (Lee - Krekorian) as amended by Motion 33D (Lee - Krekorian) on December 8, 2023]**

**Failed of Adoption**

**Ayes: Blumenfield, de León, Hutt, Krekorian, Lee, McOsker, Padilla, Rodriguez, Soto-Martínez (9); Nays: Hernandez, Park, Raman, Yaroslavsky (4); Absent: Harris-Dawson, Price Jr. (2)**

**Adopted Item Forthwith**

**Ayes: Blumenfield, de León, Harris-Dawson, Hutt, Krekorian, Lee, McOsker, Padilla, Rodriguez, Soto-Martínez (10); Nays: Hernandez, Park, Raman, Yaroslavsky (4); Absent: Price Jr. (1)**

(17) **21-0825**

ADMINISTRATIVE EXEMPTION and TRADE, TRAVEL, AND TOURISM



COMMITTEE REPORT relative to a Second Amendment to Contract DA-5300 with Motorola Solutions, Inc., for ongoing radio system maintenance, repair, and technical support services for the Trunked Radio Communication System of Los Angeles World Airports (LAWA).

**(Trade, Travel and Tourism Committee report to be submitted in Council. If public hearing is not held in Committee, an opportunity for public comment will be provided.)**

**(Please visit [www.lacouncilfile.com](http://www.lacouncilfile.com) for background documents)**

Community Impact Statement: None submitted.

**Adopted Trade, Travel and Tourism Committee Report Forthwith**

**Ayes: Blumenfield, de León, Hernandez, Krekorian, Lee, McOsker, Padilla, Park, Raman, Rodriguez, Soto-Martínez, Yaroslavsky (12); Nays: (0); Absent: Harris-Dawson, Hutt, Price Jr. (3)**

(18) **23-1405**

ADMINISTRATIVE EXEMPTION and TRADE, TRAVEL AND TOURISM COMMITTEE REPORT relative to the Board of Harbor Commissioners' approval of Resolution No. 23-10237 authorizing the First Amendment to Agreement 20-3776 with International Business Machines Corporation (IBM) for the Cyber Resilience Center Project.

**(Trade, Travel and Tourism Committee report to be submitted in Council. If public hearing is not held in Committee, an opportunity for public comment will be provided.)**

**(Please visit [www.lacouncilfile.com](http://www.lacouncilfile.com) for background documents)**

Community Impact Statement: None submitted.

**Adopted Trade, Travel and Tourism Committee Report Forthwith**

**Ayes: Blumenfield, de León, Hernandez, Krekorian, Lee, McOsker, Padilla, Park, Raman, Rodriguez, Soto-Martínez, Yaroslavsky (12); Nays: (0); Absent: Harris-Dawson, Hutt, Price Jr. (3)**

(19) **14-0116**

ENERGY AND ENVIRONMENT COMMITTEE REPORT relative to the Fifth Amendment to Contract No. 109787 with GeoEnvironment Technologies, LLC for the operation and maintenance of the Terminal

Island Renewable Energy (TIRE) project.

Recommendation for Council action:

AUTHORIZE the President, Board of Public Works (Board), or two members of the Board, on behalf of the Bureau of Sanitation, to execute the Fifth Amendment to Contract No. 109787 with GeoEnvironment Technologies, LLC as approved by the Board on June 30, 2023, for the operation and maintenance of the TIRE project, to extend the term by five years, with one additional three-year renewal option, for a total potential contract term of 25 years, from November 16, 2023 through November 15, 2031, and increase the cost ceiling by \$38,936,330, from \$74,648,569 to \$113,584,899, subject to approval by the City Attorney as to form and compliance with the City's contracting requirements.

Fiscal Impact Statement: The City Administrative Officer (CAO) reports that there is no impact to the General Fund. Funding, in the amount of \$3,660,440, is available from the Sewer Construction and Maintenance Fund for this purpose. The proposed Amendment includes a Financial Liability Clause limiting the City's financial obligation to the extent of appropriations for this purpose.

Financial Policies Statement: The CAO further reports that the recommended action complies with the City's Financial Policies in that expenditures of special funds are limited to the mandates of the funding source.

Community Impact Statement: None submitted

**Adopted Item Forthwith**

**Ayes: Blumenfield, de León, Hernandez, Krekorian, Lee, McOsker, Padilla, Park, Raman, Rodriguez, Soto-Martínez, Yaroslavsky (12); Nays: (0); Absent: Harris-Dawson, Hutt, Price Jr. (3)**

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

- (20) **23-1413**  
**CD 5** MOTION (YAROSLAVSKY - LEE) relative to funding for street light projects within Council District Five.

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

1. AUTHORIZE the Director of Accounting, Board of Public Works, to transfer \$21,793.04 from the Public Works Trust Fund No. 834/50, Revenue Source Code 574202, to the Bureau of Street Lighting Fund No. 100/84 in the following amounts to the following appropriation accounts:
  - a. \$13,075.80 for Overtime, Appropriation Account No. 001090
  - b. \$2,179.30 for Materials, Appropriation Account No. 008780
  - c. \$6,537.94 for Equipment Usage, Appropriation Account No. 006020
  
2. AUTHORIZE the Executive Officer, Board of Public Works, or designee, to make any necessary technical and accounting corrections necessary to effectuate the intent of the City Council action.

**Adopted Item Forthwith**

**Ayes: Blumenfield, de León, Harris-Dawson, Hernandez, Hutt, Krekorian, Lee, Padilla, Park, Raman, Rodriguez, Soto-Martínez, Yaroslavsky (13); Nays: (0); Absent: McOsker, Price Jr. (2)**

(21) **23-1414**  
**CD 5**

MOTION (YAROSLAVSKY - PADILLA) relative to funding to support operational and capital costs for the Jewish Family Services (JFS) Hope confidential Domestic Violence (DV)/Intimate Partner Violence (IPV) Shelter located in Council District Five.

Recommendations for Council action:

1. ALLOCATE \$50,000 in the General City Purposes Fund No. 100/56, Account No. 000903, Council Community Projects (CD5 Homeless Housing Interventions) to JFS, to be utilized to support operational and capital costs for the JFS Hope confidential DV Shelter located in the Fifth Council District.

2. ALLOCATE \$50,000 in the General City Purposes Fund No. 100/56, Account No. 000903, Council Community Projects (CD5 Homeless Housing Interventions) to the Center for the Pacific Asian Family (CPAF), to be utilized to support CPAF's flexible financial assistance and operational costs for the confidential DV/IPV shelter located in the Fifth Council District.

**Adopted Item Forthwith**

**Ayes: Blumenfield, de León, Harris-Dawson, Hernandez, Hutt, Krekorian, Lee, Padilla, Park, Raman, Rodriguez, Soto-Martínez, Yaroslavsky (13); Nays: (0); Absent: McOsker, Price Jr. (2)**

(22) **23-1415**  
**CD 12**

MOTION (LEE - PARK) relative to funding for vehicle recycling services in Council District 12.

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

1. TRANSFER and APPROPRIATE \$100,000 in the Council District 12 portion of the Neighborhood Service Enhancements line item General City Purposes Fund No. 100/56, to Fund No. 100/70, Account No. 003040 to be used for vehicle recycling services in Council District 12.
2. AUTHORIZE the Los Angeles Police Department 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 including any corrections and changes to fund or account numbers; said corrections / clarifications / changes may be made orally, electronically or by any other means.

**Adopted Item Forthwith**

**Ayes: Blumenfield, de León, Harris-Dawson, Hernandez, Hutt, Krekorian, Lee, Padilla, Park, Raman, Rodriguez, Soto-Martínez, Yaroslavsky (13); Nays: (0); Absent: McOsker, Price Jr. (2)**

(23) **23-1009-S1**  
**CD 12**

MOTION (LEE - PARK) relative to funding for additional Sanitation services

in Council District 12.

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

1. TRANSFER and APPROPRIATE \$120,000 in the Council District 12 portion of the Neighborhood Service Enhancements line item General City Purposes Fund No. 100/56, to the LASAN Fund No. 100/82, Account No. 1010 (Salaries - General), to be used for additional Sanitation services in Council District 12.
2. AUTHORIZE the Bureau of Sanitation 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, including any corrections and changes to fund or account numbers; said corrections / clarifications / changes may be made orally, electronically or by any other means.

**Adopted Item Forthwith**

**Ayes: Blumenfield, de León, Harris-Dawson, Hernandez, Hutt, Krekorian, Lee, Padilla, Park, Raman, Rodriguez, Soto-Martínez, Yaroslavsky (13); Nays: (0); Absent: McOsker, Price Jr. (2)**

(24) **23-1416**

MOTION (PRICE - PARK) relative to funding for services in connection with the Council District Nine special recognition of Major Soccer League (MLS) Cup Final - Los Angeles Football Club game on December 8th and 9th, 2023, including the illumination of City Hall.

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

TRANSFER and APPROPRIATE \$400 from the General City Purposes Fund No. 100/56, Account No. 0709 (CD-09 Community Services) to the General Services Fund No. 100/40, Account No. 1070 (Salaries-As Needed), for services in connection with the Council District 9 special recognition of MLS Cup final - Los Angeles Football Club game on December 8th and 9th, 2023, including the illumination of City Hall.

**Adopted Item Forthwith**

**Ayes: Blumenfield, de León, Harris-Dawson, Hernandez, Hutt, Krekorian, Lee, Padilla, Park, Raman, Rodriguez, Soto-Martínez, Yaroslavsky (13); Nays: (0); Absent: McOsker, Price Jr. (2)**

(25) **23-1390**  
**CD 3**

CONSIDERATION OF MOTION (BLUMENFIELD - LEE) relative to a feasibility study to assess the viability of constructing an onsite youth facility at the Los Angeles Police Department (LAPD) Topanga Area Station.

Recommendations for Council action:

DIRECT the Department of General Services and Bureau of Engineering, with the assistance of the LAPD and City Administrative Officer (CAO), to conduct a feasibility study to assess the viability of constructing an onsite youth facility at the LAPD Topanga Area Station. This study should look at the availability of space at the site for the construction of an onsite facility, and provide a Rough Order of Magnitude estimate of costs for the construction of a facility for youth programs at this site.

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

Community Impact Statement: None submitted

**(Government Operations Committee waived consideration of the above matter)**

**Adopted Item Forthwith**

**Ayes: Blumenfield, de León, Harris-Dawson, Hutt, Krekorian, Lee, McOsker, Padilla, Park, Raman, Rodriguez, Yaroslavsky (12); Nays: Hernandez, Soto-Martínez (2); Absent: Price Jr. (1)**

(26) **23-1399**

COMMUNICATION FROM THE CITY ADMINISTRATIVE OFFICER (CAO) relative to authorizing the Bureau of Engineering to execute a Master Cooperative Agreement (MCA) with Los Angeles County Metropolitan Transportation Authority (LACMTA) for the design, construction, and delivery of Transportation Projects for a term of ten years.

Recommendation for Council action:

AUTHORIZE the execution of the proposed MCA between the City of Los Angeles and the LACMTA for the design and delivery of Transportation Projects for a term of ten years.

Fiscal Impact Statement: The CAO reports that there is no impact to the General Fund at this time. The LACMTA will reimburse the City for costs incurred for work performed by the City or City contractors under the MCA.

Financial Policies Statement: The CAO reports that the actions recommended in the December 6, 2023 CAO report, attached to the Council file, comply with the City's Financial Policies.

Community Impact Statement: None submitted.

**(Transportation Committee waived consideration of the above matter.)**

**Adopted City Administrative Officer Report as Amended by Motion 26A (De Leon – Krekorian) Forthwith - SEE ATTACHED**

**Ayes: Blumenfield, de León, Harris-Dawson, Hernandez, Hutt, Krekorian, Lee, Padilla, Park, Raman, Rodriguez, Soto-Martínez, Yaroslavsky (13); Nays: (0); Absent: McOsker, Price Jr. (2)**

(27) **24-1100-S1**

**MOTION REQUIRED - COUNCIL MAY ONLY APPROVE OR DISAPPROVE**

CONSIDERATION OF THE SIMPLIFIED BALLOT SUMMARY DIGEST prepared by the Ballot Simplification Committee pursuant to the Los Angeles Election Code Section 404-405 for the initiative related to City Mobility Plan Street Improvement Measures appearing on the March 5, 2024, City Primary Election ballot.

**(Rules, Elections and Intergovernmental Relations Committee waived consideration of the above matter)**

**Adopted Motion (Krekorian – Hernandez) Forthwith - SEE ATTACHED**

**Ayes: Blumenfield, de León, Harris-Dawson, Hernandez, Hutt, Krekorian, Lee, Padilla, Park, Raman, Rodriguez, Soto-Martínez, Yaroslavsky (13); Nays: (0); Absent: McOsker, Price Jr. (2)**

(28) **23-1418**

COMMUNICATION FROM THE CITY ATTORNEY relative to a request for waiver of conflict of interest for Nossaman LLP, in its representation of a City Commissioner before the Ethics Commission.

Recommendation for Council action:

WAIVE Nossaman LLP's conflict of interest in its representation of a City Commissioner before the Ethics Commission.

Community Impact Statement: None submitted

**(Budget, Finance and Innovation Committee waived consideration of this matter)**

**Adopted Item Forthwith**

**Ayes: Blumenfield, de León, Harris-Dawson, Hernandez, Hutt, Krekorian, Lee, Padilla, Park, Raman, Rodriguez, Soto-Martínez, Yaroslavsky (13); Nays: (0); Absent: McOsker, Price Jr. (2)**

(29) **23-0917**  
**CD 14**

PLANNING AND LAND USE MANAGEMENT (PLUM) COMMITTEE REPORT relative to a proposed Interim Control Ordinance (ICO) prohibiting the issuance of demolition permits on rent stabilized multifamily housing and covenanted affordable housing units, and the issuance of demolition and other permits affecting contributing features in the potentially eligible historic district, known as, Brooklyn Corridor Historic District, in the Boyle Heights Community Plan area, to protect the health, safety, and welfare of residents and stakeholders within the Boyle Heights community located in the Boyle Heights Community Plan area.

Recommendations for Council action:

1. CONSIDER the draft ICO submitted by the Department of City Planning (DCP) relative to prohibiting the issuance of demolition



permits on rent stabilized multifamily housing and covenanted affordable housing units, and the issuance of demolition and other permits affecting contributing features in the potentially eligible historic district, known as, Brooklyn Corridor Historic District, in the Boyle Heights Community Plan area, to protect the health, safety, and welfare of residents and stakeholders within the Boyle Heights community located in the Boyle Heights Community Plan area.

2. CONSIDER the Findings set forth as Exhibit 1 of the November 28, 2023, DCP report, attached to the Council file.
3. INSTRUCT the DCP to refer the ICO to the California Department of Housing and Community Development for that agency's mandatory review.
4. INSTRUCT the DCP to return to the PLUM Committee with the ICO, reflective of any changes that have been required by California Department of Housing and Community Development, and a report that outlines what changes, if any, have been made.
5. REQUEST the City Attorney to prepare and present the ICO with an urgency clause including any changes required by the California Department of Housing And Community Development.

Fiscal Impact Statement: None submitted by the Department of City Planning. 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 Forthwith**

**Ayes: Blumenfield, de León, Harris-Dawson, Hernandez, Hutt, Krekorian, Lee, Padilla, Park, Raman, Rodriguez, Soto-Martínez, Yaroslavsky (13); Nays: (0); Absent: McOsker, Price Jr. (2)**

**Items Called Special**

## Motions for Posting and Referral

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

#### Closed Session

(30) 23-1282

The City Council may recess to Closed Session, pursuant to Government Code Section 54956.9(d)(1), to confer with its legal counsel relative to the case entitled Pablo Vera v. City of Los Angeles, et al., Los Angeles Superior Court Case No. 23STCV22115. (This matter arises from an incident involving members of the Los Angeles Police Department that occurred on October 11, 2020.)

**(Budget, Finance and Innovation Committee will consider this matter in Closed Session on December 13, 2023)**

**Adopted Motion (Blumenfield – Harris-Dawson) Forthwith in Open Session**

**Ayes: Blumenfield, de León, Hernandez, Hutt, Krekorian, Lee, McOsker, Padilla, Park, Raman, Rodriguez, Soto-Martínez, Yaroslavsky (13); Nays: (0); Absent: Harris-Dawson, Price Jr. (2)**

(31) 23-1315

The City Council may recess to Closed Session, pursuant to Government Code Section 54956.9(d)(1), to confer with its legal counsel relative to the case entitled Justyce Chavez v. City of Los Angeles, et al., Los Angeles Superior Court Case No. 21STCV33770. (This matter arises from a vehicle collision that took place on South Western Avenue and Jefferson Boulevard on May 6, 2021.)

**(Budget, Finance and Innovation Committee will consider this matter in Closed Session on December 13, 2023)**

**Adopted Motion (Blumenfield – Harris-Dawson) Forthwith in Open Session**

**Ayes: Blumenfield, de León, Hernandez, Hutt, Krekorian, Lee, McOsker, Padilla, Park, Raman, Rodriguez, Soto-Martínez, Yaroslavsky (13); Nays: (0); Absent: Harris-Dawson, Price Jr. (2)**

## Adjourning Motions - SEE ATTACHED

### Council Adjournment

### Items for which Public Hearings Have Been Held

(32) **20-0313-S10**

CONTINUED CONSIDERATION OF PERSONNEL, AUDITS, AND HIRING COMMITTEE REPORT relative to authorizing the Information Technology ITA to negotiate amendments to Contract Nos. C-135368, C-105458, and C-138949 with Workday, Inc., Hess and Associates, and KPMG, respectively, to make the changes needed to complete Phase 2 implementation and related matters in connection with the Human Resources Payroll (HRP) Project.

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

1. AUTHORIZE the Information Technology Agenda (ITA) to:
  - a. Negotiate and execute an amendment to the HRP Workday contract (Contract No. C-135368), to revise the Statement of Work and increase the contract compensation, in order to incorporate the changes needed to complete Phase 2 implementation.
  - b. Negotiate and execute an amendment to the Hess and Associates contract (Contract No. C-105458), to increase the contract compensation, extend the contract term, and revise the Statement of Work to incorporate changes in order to complete the HRP project and retire the old PaySR legacy system.
  - c. Negotiate and execute an amendment to the KPMG Task Order engaged through the Controller's Office contract (Contract No. C-138949) to extend their engagement as project managers of the HRP Project to incorporate the changes needed to complete HRP Phase 2 implementation.
  - d. Transfer \$11,000,000 from the Reserve Fund No. 101/62 to

the General Fund No. 100/58, Account No. 580329 Human Resources and Payroll System Contingency.

2. AUTHORIZE the City Administrative Officer (CAO) to draft Controller's Instructions and technical corrections to transfer appropriations up to \$11,000,000 from the Unappropriated Balance No. 58, Account No. 580329 Human Resources and Payroll System Contingency to HRP Project sponsor departments within the General Fund No. 100 for contractual services including Quality Assurance, hardware, and software costs required to complete Phase 2 implementation; and, AUTHORIZE the Controller to implement those instructions.

**(Budget, Finance and Innovation Committee report to be submitted in Council. If public hearing is not held in Committee, an opportunity for public comment will be provided.)**

**(Please visit [www.lacouncilfile.com](http://www.lacouncilfile.com) for background documents.)**

Fiscal Impact Statement: None submitted by the ITA. Neither the CAO nor the Chief Legislative Analyst has completed a financial analysis of this report.

Community Impact Statement: None submitted

**TIME LIMIT FILE - JANUARY 2, 2024**

**(LAST DAY FOR COUNCIL ACTION - DECEMBER 15, 2023)**

**(Continued from Council Meeting of December 13, 2023)**

**Adopted Motion (Blumenfield – Krekorian) Forthwith - SEE ATTACHED**

**Ayes: Blumenfield, de León, Harris-Dawson, Hernandez, Hutt, Krekorian, Lee, McOsker, Padilla, Park, Raman, Rodriguez, Soto-Martínez, Yaroslavsky (14);  
Nays:(0); Absent: Price Jr. (1)**

**Closed Session**

(33) **23-1068**

The City Council may recess into Closed Session pursuant to 54956.9(d) (2) and (e)(1) (significant exposure to litigation— three potential cases).

**(Continued from the Council meeting of December 12, 2023)**

**Council discussed the matter in Closed Session and instructed Legal counsel with respect to the subject litigation**

**ENDING ROLL CALL**

Blumenfield, de León, Harris-Dawson, Hernandez, Hutt, Krekorian, Lee, McOsker, Padilla, Park, Raman, Rodriguez, Soto-Martínez, Yaroslavsky (14); Absent: Price Jr. (1)

**Whereupon the Council did adjourn.**

ATTEST: Holly L. Wolcott, CITY CLERK

By

Council Clerk

PRESIDENT OF THE CITY COUNCIL

\*\*\*\*\*

Regular Meeting Adjourned: 1:29 PM  
Special Meeting Convened: 1:30 PM  
Special Meeting Adjourned: 1:41 PM

## COMMENDATORY RESOLUTIONS

<b>MOVED BY</b>	<b>SECONDED BY</b>	<b>NAME</b>
Lee	Rodriguez	Rosalind "Roz" Curry
Lee	Rodriguez	Deputy Chief Kris E. Pitcher

**ADJOURNING MOTIONS**

<b>MOVED BY</b>	<b>SECONDED BY</b>	<b>NAME</b>
Rodriguez / Harris-Dawson	All Councilmembers	Jose De Sosa
Park	All Councilmembers	Isaias Cano

**MOTION**

The City of Los Angeles uses the Community Development Block Grant (CDBG) provided by the United States Department of Housing and Urban Development to rehabilitate sidewalks in low-to-moderate income areas in the City of Los Angeles.

In 2017, the City entered into a contract, C-130701, with the Coalition for Responsible Community Development, a non-profit entity, for the rehabilitation of sidewalks in Council District 9. Since that time, the Coalition for Responsible Community Development has completed more than twenty sidewalk projects under this contract. Three remaining sites have been approved by the Community Investment for Families Department as eligible under CDBG regulations.

The Coalition for Responsible Community Development requires additional time to complete one to three of the remaining sites with the funds remaining in the contract.

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

1. Approve the extension of the contract, C-130701, between the City of Los Angeles and the Coalition for Responsible Community Development for an additional four (4) months, such that the contract expiration date changes from December 31<sup>st</sup>, 2023 to April 30<sup>th</sup>, 2024.
2. Authorize the Community Investment for Families Department (CIFD) to make technical corrections that may be necessary to effectuate the intent of this motion.

PRESENTED BY: Paul Krekorian  
 Paul Krekorian  
 Councilmember, 2nd District

SECONDED BY: Keith Salt

ORIGINAL

DEC 15 2023

PK




**MOTION**

Council District 14 has consistently been encumbered by the largest amount of illegal dumping of any Council District in the City of Los Angeles. In response, Council District 14 has regularly engaged community organizations to assist LASAN with illegal dumping removal, with multiple crews currently working throughout the district. In addition to trash services, crews also engage in services like weeding, brush trimming and clearance, parkway maintenance, and other beautification services.

I THEREFORE MOVE \$120,000 be transferred from Account No. (CD 14 AB1290) to Department of Public Works, Office of Community Beautification, Fund 100 Department 74 Account 3040, Contractual Services) to modify the Northeast Graffiti Busters Contract C-136631 to cover the cost of additional beautification services in CD 14.

I FURTHER MOVE that the Board of Public Works Office of Community Beautification be instructed to make any technical changes to effectuate the intent of this motion.

PRESENTED BY:

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

SECONDED BY:

  
\_\_\_\_\_

PK

DEC 15 2023

ORIGINAL

MOTION


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

#53

I MOVE that the Department of General Services be authorized to issue any needed Right of Entry permit and to process and execute any other related document(s) to the organizers I sponsors of the upcoming New Year's Eve events at the Civic Center and Grand Park, subject to appropriate terms and conditions of operation; as well as issue, process and/or execute any hold harmless, and risk management documents acceptable to the City Administrative Officer, with the understanding that all City costs associated with this event shall be reimbursed to the City by the event sponsor.

PRESENTED BY:

SECONDED BY:

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

  
\_\_\_\_\_  
Paul Kebin

ORIGINAL

PK  
DEC 15 2023

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

**MOTION**

The Councilmember of the Thirteenth District has expressed the need for a personal services contract with Indigov Corporation, for expertise the Councilmember needs relative to his Council Office that is not otherwise available. The proposed services to be performed are of an expert and technical nature and are temporary and occasional in character. The term of the contract will be from January 1, 2024 to December 31, 2024 and the Contractor is to receive an amount not to exceed \$42,950 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 Thirteenth Council District as set forth therein, be approved.

I FURTHER MOVE that the Councilmember of the Thirteenth 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:   
HUGO SOTO-MARTÍNEZ  
Councilmember, 13th District

SECONDED BY: 

**ORIGINAL**

as

PK DEC 15 2023

**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 Thirteenth Council District ("13th Council District" herein) and INDIGOV CORPORATION, (hereinafter, "CONTRACTOR") with reference to the following facts:

WHEREAS, the 13th Council District is in need of website creation and maintenance services; and

WHEREAS, the 13th Council District does not currently have staff with website creation and maintenance expertise and the 13th 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 13th Council District staff and improved engagement with constituents; and

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

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

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

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

As requested by the Councilmember of the Thirteenth District, the Contractor will create an Internet web portal for the 13th 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 fifteen (15) 13th Council District users and provide its Constituent Data Package.

1. The term of this Agreement shall commence on January 1, 2024 and shall terminate on December 31, 2024.
2. The City will pay the Contractor for a software license subscription and associated services for the 13th Council District according to the following budget:

Indigov software license subscription (15 users)	\$33,750
Constituent data package	\$ 5,200
One time Set-up fee	\$ 4,000

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

3. The City's total obligation under this Agreement shall not exceed forty two thousand nine hundred and fifty dollars (\$42,950).
4. Due to the need for the Contractor's services to be provided continuously on an ongoing basis, the Contractor may have provided services prior to the execution date of this Agreement. To the extent that said services were performed in accordance with the terms and conditions of this Agreement, those services are hereby ratified.
5. The Councilmember of the Thirteenth District or his designee may terminate this contract by giving a minimum of 30 days written notice thereof to the Contractor. In the event of such termination, the Contractor shall be paid for hours worked prior to the effective date of termination.
6. The Contractor agrees to present monthly reports at the request of the Councilmember of the Thirteenth 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: \_\_\_\_\_  
HUGO SOTO-MARTÍNEZ  
Councilmember, 13th District

BY: Matthew Halliday  
Contractor

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

Date: December 14, 2023

Attest: HOLLY WOLCOTT, City Clerk

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

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

Approved as to form:  
HYDEE FELDSTEIN SOTO, City Attorney

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

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

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



**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

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

Sexual Misconduct

Fire Legal Liability

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

\_\_\_\_ **Professional Liability** (Errors and Omissions)

Discovery Period \_\_\_\_\_

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

All Risk Coverage

Flood

Earthquake

Boiler and Machinery

Builder's Risk

\_\_\_\_ **Pollution Liability**

\_\_\_\_ **Surety Bonds - Performance and Payment (Labor and Materials) Bonds**

\_\_\_\_ **Crime Insurance**

Other: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

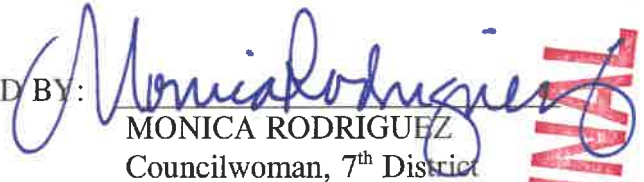
#55

## M O T I O N

I MOVE that \$150,000 in the AB1290 Fund No. 53P, Account No. 281207 (CD 7 Redevelopment Projects - Services) be transferred / appropriated to the Integrated Solid Waste Management Trust Fund No. 556-50, Revenue Source 5693 (Additional Interfund Transfer - Other Funds) for completing a Phase 2 Environmental Analysis and related testing / sampling for the City-owned property located at 10702 N. Sharp Avenue, Los Angeles.

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

PRESENTED BY:

  
MONICA RODRIGUEZ  
Councilwoman, 7<sup>th</sup> District

SECONDED BY:



ORIGINAL

DEC 15 2023

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MOTION

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

#56

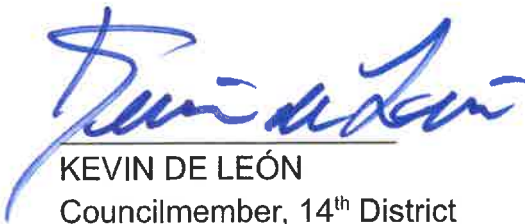
Robust youth programming is essential for supporting youth living in marginalized communities, particularly during holiday breaks. Working parents are often not able to or severely inconvenienced by the need to provide extra childcare during these especially busy times of the year. These realities, compounded with the recent violence at Recreation Centers across the district underscore the need to support our communities with increased programming during the holidays.

I THEREFORE MOVE that the Council direct the City Clerk to transfer \$100,000 from AB 1290 Fund No. 53P, Account No. 281214 (CD14 Redevelopment Projects - Services) to the Department of Recreation and Parks, Fund No. 302, Dept No. 89, Account No. SP724H00 (Sports and Cultural Programming - CD14) for the Department of Recreation and Parks camp during Winter Break.

I FURTHER MOVE that the Department of Recreation and Parks 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

PRESENTED BY:

SECONDED BY:



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



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DEC 15 2023

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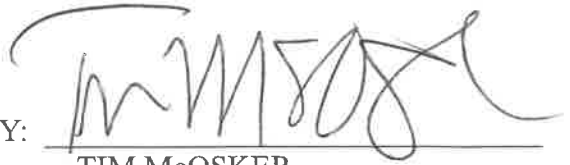
MOTION

On February 15, 1989, the City approved Memorandum of Understanding No. 35 (MOU 35) regarding the use of union hiring halls for the temporary use of craft workers. These workers are used to supplement the existing workforce in order to complete vital construction projects in a timely manner. Since its initial approval, amendments to MOU 35 have been approved to provide paid sick leave benefits and apprentice-level opportunities to the trades.

The City Administrative Officer and the Personnel Department should report to the Personnel, Audits & Hiring Committee on whether further amendments to MOU 35 should be considered relative to hiring hall practices, specific to exclusive and non-exclusive hiring arrangements between the contractor and the union and the frequency of the utilization of hiring halls for construction projects, as well as the feasibility of establishing exclusive arrangements with hiring halls for key skilled craft apprenticeship programs through the Targeted Local Hiring Program.

**I THEREFORE MOVE** that the Council instruct the City Administrative Officer (CAO) and the Personnel Department, to provide a report to the Personnel, Audits & Hiring Committee on the status of Memorandum of Understanding No. 35 relative to hiring hall practices, specific to exclusive and non-exclusive hiring arrangements between the contractor and the union and the frequency of the utilization of hiring halls for construction projects.

**I FURTHER MOVE** that the Council instruct the CAO and the Personnel Department to report on the feasibility of establishing exclusive arrangements with hiring halls for key skilled craft apprenticeship programs through the Targeted Local Hiring Program, including any necessary funding.

PRESENTED BY:   
TIM McOSKER  
Councilmember, 15th District

SECONDED BY: 

ORIGINAL

msr

DEC 15 2023

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MOTION

The City owns a property located at 710 East 111<sup>th</sup> Place in Council District 8 (“Property”). In 1986, the City entered into a ground lease for the Property with Kedren Community Health Center, a non-profit organization which constructed the Kedren Community Mental Health Center on the Property. Currently, all improvements on the property are owned by Kedren, but when this ground lease expires on October 9, 2027, ownership of all the improvements constructed on the Property will revert to the City.

The City has no plans for the future use of the property, and the City’s continued ownership of this parcel is no longer necessary. Further, the public interest is best served by its disposal. In order to begin the process of disposing of this property, the Council should declare it as “surplus land” pursuant to California Government Code section 54221(b).

I THEREFORE MOVE that the Council take the following actions:

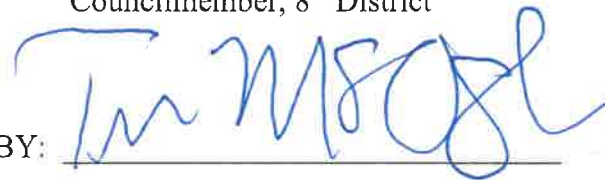
1. Declare the City-owned property at 710 East 111<sup>th</sup> Place, Los Angeles CA 90059 as “surplus land;”
2. Instruct the Department of General Services, with the assistance of the City Attorney, to immediately initiate the procedures set forth in the Surplus Land Act, California Government Code Section 54220, et seq., for the sale of surplus land and conduct a Class “A” appraisal.’

PRESENTED BY:



MARQUEECE HARRIS-DAWSON  
Councilmember, 8<sup>th</sup> District

SECONDED BY:



ORIGINAL

jwd

PK  
DEC 15 2023

# BUDGET & FINANCE

## MOTION

For decades, the Ernani Bernardi Scholarship Trust Fund has provided exceptional students residing in Council District 7 with the financial assistance to pursue a higher education. Established in 1993, the former LA City Councilmember Ernani Bernardi created this endowment trust fund as a way to remedy families impacted by the contamination of the Lopez Canyon Landfill in the Northeast San Fernando Valley. The scholarship initially provided Council District 7 college students with educational stipends to attend the Los Angeles Mission College. However, since its inception, several changes have been implemented to expand the scholarship parameters, ensuring that more college students in Council District 7 could attend a college or university of their choice.

With the rising cost of college tuition and staggering student loan debt, these scholarships alleviate part of the financial burden for students and their families, especially for lower and middle-income individuals. Students can use these funds for college tuition, books, transportation, housing, or other related expenses. It is essential talented students from the Northeast San Fernando Valley have an opportunity to propel their education and increase their generational wealth.

**I THEREFORE MOVE** that the City Controller and City Clerk expend the remainder of the Ernani Bernardi Scholarship Trust Fund, disperse the scholarships to qualified students selected by the Awards Panel, and close the account upon payment to the recipients pursuant to Chapter 62 of Division 5 of the Los Angeles Administrative Code.

**I FURTHER MOVE** that the City Attorney be requested to prepare and present amendments to Chapter 62 of Division 5 of the Los Angeles Administrative Code Section 5.439.1. to 5.439.7 to achieve the following:

1. Reconfigure the composition of the Awards Panel to reflect a total of seven (7) members that shall be selected solely by Council District 7.
2. Designate the Awards Panel to administer the selection and awarding process for eligible scholarship recipients with the criterion recommendations and logistical support of the Office of Council District 7.
3. Provide that the remainder of the fund be expended and the account be closed.

PRESENTED BY:

  
MONICA RODRIGUEZ  
Councilwoman, 7<sup>th</sup> District

SECONDED BY:



DEC 15 2023

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ORIGINAL

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MOTION

In March 2020, at the height of the COVID-19 pandemic, Port of Los Angeles Executive Director and City of Los Angeles Chief Logistics Officer Gene Seroka launched an emergency-response group to form Logistics Victory Los Angeles (LoVLA)—a team of City employees designated to match medical and non-medical suppliers of Personal Protective Equipment (PPE) with Los Angeles area health care providers in need of PPE and other supplies to treat COVID-19 patients.

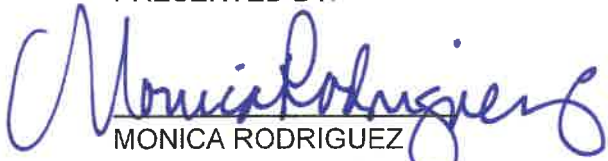
Staffed with representatives from the Port of Los Angeles, Los Angeles Department of General Services, and Los Angeles City Attorney's Office, LoVLA's core mission was achieved by helping hospital procurement teams track and expedite supplies across the medical supply chain that flows from overseas through Los Angeles's port and airport. The team also connected hospitals directly to suppliers and procured essential medical supplies by leveraging the purchasing capability of the City of Los Angeles.

Throughout the pandemic, LoVLA received several extremely generous donations of critical medical supplies that were distributed to local hospitals and frontline medical workers, saving lives.

Throughout the pandemic, LoVLA provided more than 10 million units of PPE and other supplies to nearly 250 organizations.

I THEREFORE MOVE that the Chief Legislative Analyst, with the assistance of the City Administrative Officer, General Service Department, the Office of Procurement, and the Port of Los Angeles, report on the success of Logistic Victory Los Angeles and any lessons learned that could enhance the procurement of critical supplies and materials, not only during a declared local emergency, but on a daily basis for the departments in the City of Los Angeles.

PRESENTED BY:

  
MONICA RODRIGUEZ  
Councilwoman, 7<sup>th</sup> District

SECONDED BY:



ORIGINAL

PK

DEC 16 2023

MOTION

Destination Crenshaw (DC), a non-profit organization leading a reparative development project in South Los Angeles to install the largest Black public art project in the United States, will be entering into a short-term lease with the State of California Employment Development Department (EDD) for a State-owned parking lot located at 5401 Crenshaw Blvd. This lease is only for eight weeks, and is only contemplated to be a stopgap measure while the City negotiates and executes the documents needed to assume the lease from DC for the term of the contract. This lease will be no-cost, and will ensure that parking is available in the area while construction is completed.

I THEREFORE MOVE that the Department of General Services be authorized and instructed to assume the existing no-cost lease agreement with the State of California Employment Development Department on behalf of Destination Crenshaw, a non-profit organization, for the state-owned parking lot located at 5401 Crenshaw Blvd, Los Angeles, CA 90043 for the remaining term of up to one year.

PRESENTED BY:



MARQUEECE HARRIS-DAWSON  
Councilmember, 8<sup>th</sup> District

SECONDED BY:



jwd

ORIGINAL

DEC 15 2023

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MOTION

The City-owned property located at 13460 Van Nuys Boulevard in Council District 7 may be suitable for a mixed-use development that includes affordable housing, a community kitchen and/or commercial ground floor use. At this time, the Economic Workforce Development Department (EWDD) should conduct an economic analysis of the property for this mixed-use development concept and present options for its redevelopment. Council action is needed to instruct the EWDD to conduct this work.

**I THEREFORE MOVE** that Council instruct the Economic and Workforce Development Department (EWDD), with the assistance of the City Administrative Officer and Chief Legislative Analyst, to conduct an economic analysis for the re-use of City-owned property located at 13460 Van Nuys Boulevard in Council District 7 (Property) for a potential housing or mixed-use development per the Asset Evaluation Framework (C.F. 12-149-S3); and

**I FURTHER MOVE** that the Council authorize the EWDD to use its contractual services authority to procure and select a contractor, and negotiate and execute a contract to assist with the site assessment; and

**I FURTHER MOVE** that Council instruct the EWDD to report to the City Council with recommendations for one or more potential re-uses of the Property, and to request authorization to conduct a solicitation for proposals process for the Property.

PRESENTED BY:



MONICA RODRIGUEZ  
Councilwoman, 7th District

SECONDED BY:



ORIGINAL

PK DEC 15 2023

MOTION

ENERGY & ENVIRONMENT  
BUDGET & FINANCE

The City of Los Angeles is leading the nation on environmental policy and spending priorities in order to fight the climate crisis. Since 2018, the United Nations International Panel on Climate Change has repeatedly warned that the immediate curbing of emissions is essential to preventing global temperatures from rising above 1.5°C. Since 2021, the Council has adopted multiple initiatives, including the LA100 Strategic Long Term Resource Plan (STLRP), an initiative to decarbonize all energy used by the Los Angeles Department of Water and Power (LADWP), and other initiatives designed for the full building decarbonization of private and public buildings, including municipal vehicles, equipment, and functions.

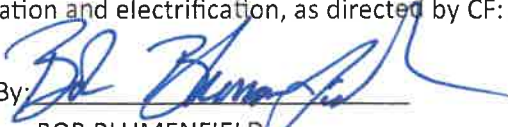
In October of 2023, the City Controller released a report entitled “The Hottest Summer on Record Calls for a Reboot of LA’s Climate Action Plan.” The Controller concludes with 10 “key takeaways” representing various recommendations on updated metrics and goals, to carbon emissions reductions, electric vehicle rollout, and more. However, the Council has made strategic investments and policy direction to ensure municipal decarbonization by December 31, 2035. In addition to LA100, the City’s policy as set by the City Council, is the full electrification of vehicles, equipment, and buildings, while greatly increasing the promulgation of solar + battery micro-grids on majority of the 1200+ properties, and all city land as feasible, while including greatly expanding EV charging infrastructure on city light poles. Additionally, the LADWP has been instructed to create a hiring plan coinciding with goals set by the City Council.

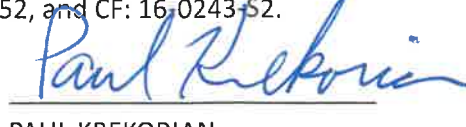
The City Council’s Budget, Finance and Innovation Committee should hold hearings on all climate and environmental spending, ensuring that all departments work towards the City’s decarbonization goals and that budgeting, appropriations, infrastructure and hiring / staffing priorities are aligned, maximizing and leveraging City land and financial resources. The LADWP, and CAO and all city departments and agencies as needed, should report to the City Council to ensure the City’s goals are met.

**I THEREFORE MOVE** that the Council INSTRUCT the City Administrative Officer, and the Chief Legislative Analyst, with the assistance of the General Services Department, the Bureau of Engineering, the Bureau of Street Lighting, the Los Angeles Department of Water and Power, the Climate Emergency Mobilization Office, and all affected departments as necessary, to report to the City Council on the coordinated city effort to eliminate municipal fossil fuel purchases and usage, municipal carbon emissions, electrification of vehicles and equipment, and the wide promulgation of solar + battery distributed energy systems, as directed by CF: 21-1039, 22-0532, 21-0890, 21-0890-S2, and 22-1402.

**I FURTHER MOVE** that the Department of Water and Power report to the City Council with an update on the implementation and investments and expenditures needed to effectuate LA100’s Strategic Long Term Resource Plan, including staffing and infrastructure needs which will be required for vehicle and building decarbonization and electrification, as directed by CF: 21-0352, and CF: 16-0243-S2.

Presented By:

  
BOB BLUMENFIELD  
Councilmember, 3rd District

  
PAUL KERKORIAN  
Councilmember, 2nd District

Seconded By:



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## MOTION

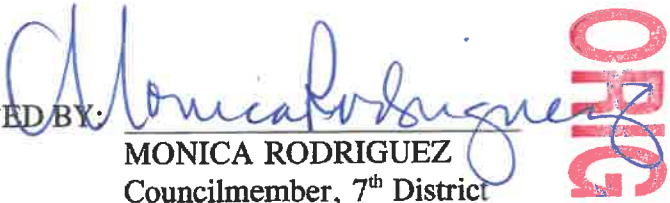
On November 27, 2023, the California Interagency Council on Homelessness (ICH) released a Notice of Funding Availability (NOFA) for the Encampment Resolution Funding Program, Round 3 (ERF-3-R) in the amount of \$298,747,574.33. This NOFA solicits proposals from local jurisdictions and Continua of Care to connect people experiencing homelessness in encampments to interim shelter, with clear pathways to permanent housing. Funding will remain available on a rolling basis until all program funds have been exhausted, or until June 30, 2024, whichever occurs first.

To date, ICH has approved two City applications for Encampment Resolution Funding (ERF). On May 11, 2022, Council approved the acceptance of grant funding related to ERF, Round 1 (ERF-1), for efforts to alleviate unsheltered homelessness in and along the LA River (C.F. 23-1021). On October 20, 2023, Council approved acceptance of ERF, Round 3, (ERF-3-L) for operations related to RV-homelessness in the Ballona Creek Wetlands (C.F. 22-0507). Council designated the City Administrative Officer (CAO) as grant administrator with instructions to receive and disperse Encampment Resolution funding through newly-created accounts ("Encampment Resolution Fund Grant - LA River", "Encampment Resolution Fund Grant - Ballona").

In each case, ERF grant applications were developed in an ad-hoc manner, in coordination with the CAO, and related to specific encampment-resolution efforts within the applicant District. By doing so, the City was able to act expeditiously in a competitive process to apply for funding with limited availability. However, this process did not consider Citywide policies and needs. Now, and moving forward, it is in the best interest of the City that Council, as a whole, not simply approve the receipt and appropriation of ERF monies but identify and recommend target locations in a manner consistent with Citywide policies and needs prior to application submission. It is in the best interest of the City that Council be duly informed of City commitments to the State prior to submission of ERF grant applications to ICH, especially if City resources are committed to implement the grant.

**I THEREFORE MOVE** that the Council instruct the Chief Legislative Analyst and City Administrative Officer to establish a Citywide process to apply for Encampment Resolution Funding (ERF) from the State of California, and to report to Council on the proposed grant narrative, statement of work, and commitments to the State thereunder prior to submission of any ERF application.

PRESENTED BY:

  
 MONICA RODRIGUEZ  
 Councilmember, 7<sup>th</sup> District

SECONDED BY:



DEC 15 2023

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ORIGINAL

**MOTION**

There are numerous causes and ongoing contributors to the region's homelessness crisis. A substantial and longstanding, but historically under-recognized component of this political, social, and economic failure is the relationship and interplay between carceral systems and homelessness.

Systems involvement can be a major driver into homelessness – research indicates that individuals who have been previously incarcerated are upward of ten times more likely to fall into homelessness than the rest of the population, whether as a result of reduced job opportunities, housing discrimination, or severed social connections with friends and loved ones. Those who are unhoused are then more likely to have additional engagement with law enforcement and carceral systems, pushing personal stability even further out of reach.

As of July 1, 2023, 26% of the nearly 14,000 Angelenos currently held in custody by the Los Angeles Sheriff's Department (LASD) were unhoused prior to their detention; for female-identifying incarcerated individuals, 36% of them lacked stable housing prior to entering the carceral system. These facts render the Sheriff's Department as one of the single largest de-facto homeless shelter providers in the county.

The 2022 Greater Los Angeles Homeless Count further magnifies this crisis within a crisis. Of the 44,060 unsheltered individuals residing at that time within the Los Angeles Continuum of Care, 70% had experience with the criminal justice system, with over 28,000 individuals – 64% of unsheltered individuals – having spent time in jail.

While the City of Los Angeles has no formal control over the relevant county and state agencies that oversee sentencing, incarceration, or re-entry services, there is still a major role that it can play – both in its control of pre-arraignment detention and its inclusion in the joint powers agreement (JPA) overseeing the Los Angeles Homeless Services Authority (LAHSA) – in fostering increased regional collaboration between the homeless response and carceral systems, and ensuring that municipal policies are not perpetuating outcomes that either contribute to more Angelenos falling into homelessness or keeping them trapped in cycles of instability.

**I THEREFORE MOVE** that the City Council direct the Los Angeles Homeless Services Authority (LAHSA), with requested input from LAPD, the Los Angeles County Homeless Initiative (LAC-HI), Los Angeles County Public Defender's Office, Los Angeles County Sheriff's Department (LASD), the Gender Responsive Advisory Committee (GRAC), Los Angeles County Justice, Care, and Opportunities Department (JCOD), Los Angeles County Office of Diversion and Reentry (ODR), TransLatin@ Coalition, HOPICS-SSG, A New Way of Life, and the Los Angeles Regional Reentry Partnership (LARRP), report back within 120 days on the status of jail in-reach programs, the level of engagement and service connection with PEH as they move through the justice and carceral systems, the degree of coordination between law enforcement

DEC 15 2023

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and homeless services when PEH exit carceral settings, recommendations for how to increase coordination, and the rate of warm hand-offs;

**I FURTHER MOVE** that the City Council request the Los Angeles Police Department (LAPD) report back within 120 days on annual data since 2018 concerning the number of People Experiencing Homelessness (PEH) held within the Department's custody and the number of arrests of PEH, with a breakdown by type of crime, average length of time held by type of crime, and average amount of fees associated with the crime; the number of crimes committed against PEH; and starting in 2024, for this data to be published annually;

**I FURTHER MOVE** that the City Council request the City Attorney to report back within 120 days on annual statistics since 2018 on the number of PEH served and what metrics are used in serving PEH for each of the following programs: Homeless Engagement and Response Team (HEART), Clean Slate, LA DOOR, and Project Lead, an analysis of whether there are any significant PEH subpopulations that are not currently being served by programs administered by the office of the City Attorney, and recommendations on the coordination necessary with law enforcement entities to engage and divert PEH towards community based solutions and programs earlier on or before their systems involvement;

**I FURTHER MOVE** that the City Council direct the Los Angeles Housing Department (LAHD), with requested input from the Housing Authority of the City of Los Angeles (HACLA), to report back within 120 days on the criminal background requirements, if any, tied to the major federal, state, and regional funding sources for affordable and supportive housing development;

**I FURTHER MOVE** that City Council direct LAHSA to report back within 120 days on the role criminal background checks play in the supportive housing tenant matching and lease up process, and to provide recommendations on improving integration of record clearing/expungement programs earlier in the process.

PRESENTED BY:

  
Eunisses Hernandez  
Councilwoman, 1st District

SECONDED BY:



**ORIGINAL**

DEC 15 2023

MOTION

In an attempt to increase public safety, in 2005 the City Council adopted an ordinance to prohibit or limit parking on certain streets on Red Flag Alert days. The Los Angeles Fire Department and Department of Transportation created a program to remove illegally parked vehicles in posted locations within the City's Very High Fire Hazard Severity Zones (VHFHSZ).

The program's goal was to identify critical areas where parked vehicles could delay people trying to evacuate and fire companies attempting to gain access during a fire incident. Through the development of this program, Station Commanders were asked to identify areas such as very narrow roads, hairpin turns, tight curves, and key intersections that, if not cleared of vehicles, would create a choke point. These intersections were highlighted and given to the Department of Transportation. Since January 1, 2006, the Department of Transportation has made 1700 new signs and posted them in these aforementioned identified areas to ensure safety for residents in these VHFHSZs.

Council District 1 hillside communities in the VHFHSZ have seen a boom in new residential development since the original signs were installed in 2006. The increased hillside population has brought more vehicles to streets making them narrow, creating hairpin turns, tight curves, and choke points raising the risk to the public and our first responders on Red Flag Days.

Council District 1 hillside communities of Montecito Heights (90031), Lincoln Heights (90031), Mt Washington (90065), and Glassell Park (90065) have a critical need for the Fire Department to do a updated assessment of these areas and the Department of Transportation to install new Red Flag Day parking restriction signs to ensure public safety.

I THEREFORE MOVE that the City Council instruct the Los Angeles Fire Department to survey within 30 days Council District 1 VHFHSZ hillside communities of 90031 and 90065 to identify locations that need new and/or reinstalled Red Flag Day parking restriction signs posted and to provide those locations to Council District 1 and the Department of Transportation.

I FURTHER MOVE the Los Angeles Department of Transportation be directed to process and install the signs at requested locations within 30 days from the receipt and approval of the Los Angeles Fire Department survey report.

PRESENTED BY

EUNISSES HERNANDEZ  
Councilmember, 1<sup>st</sup> District

SECONDED BY

ORIGINAL

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DEC 15 2023



MOTION

Abbot Kinney Boulevard is one of Los Angeles' most iconic commercial corridors, lined with shops, small businesses, restaurants and galleries. A global destination, it is popular with both residents and visitors, and serves as a location that frequently hosts special events. While free on-street and off-street metered parking are available, the corridor's popularity creates persistent parking challenges.

Recently, vehicles - primarily box trucks - have been using on-street parking spaces for hours at a time to sell their merchandise and physical goods, creating a host of impacts. This includes taking up spaces along this parking scarce corridor, impeding coastal access; obstructing the roadway and creating unsafe conditions; and preventing customers from patronizing local businesses.

The California Vehicle Code and Los Angeles Municipal Code allow the City to prohibit or restrict the stopping, parking or standing of vehicles on local roadways. In light of the ongoing challenge of mobile storefront activity occurring along Abbot Kinney Boulevard, the City should explore all existing options to regulate this activity.

**I THEREFORE MOVE** that the Council instruct the Department of Transportation, with the assistance of the City Attorney, to report on the feasibility of implementing a parking enforcement program to restrict or prohibit the use of vehicles being utilized as mobile storefronts along Abbot Kinney Boulevard, between Venice Boulevard and Main Street. This should include information on best practices in other cities and exclude food trucks, which are already regulated under Los Angeles Municipal Code 80.73.

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

SECONDED BY: Keith Salt

ORIGINAL

PK DEC 15 2023

**ITEM No. 1-A**

**MOTION**

I MOVE that the matter of the Public Safety Committee Report and Ordinance First Consideration relative to proposed adjustments to the Police Commission Permit Fees for Calendar Year 2024, Item No. 1 on today's Council Agenda (CF 23-0847), BE AMENDED to instruct the City Administrative Officer in consultation with the Chief Legislative Analyst to evaluate the different types of business permits issued by the Police Department and report on whether any of these permits should be issued by any other City department and if there would be any cost savings if another department issued those permits instead of the Police Department.

PRESENTED BY: Paul Krekorian  
PAUL KREKORIAN  
Councilman, 2<sup>nd</sup> District

SECONDED BY: [Signature]

[Signature]  
Monica Rodriguez  
Traci Park  
[Signature]

**ORIGINAL**

**DEC 15 2023**  
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**MOTION**

I HEREBY MOVE that Council ADOPT the Budget, Finance and Innovation Committee report dated December 4, 2023 relative to requesting from multiple City departments a report back within 60 days with an updated Citywide Enhanced Infrastructure Financing District Policy.

PRESENTED BY \_\_\_\_\_  
BOB BLUMENFIELD  
Councilmember, 3rd District

SECONDED BY \_\_\_\_\_  
PAUL KREKORIAN  
Councilmember, 2nd District

December 15, 2023

CF 23-1187

**MOTION**

I HEREBY MOVE that Council ADOPT the Budget, Finance and Innovation Committee report dated December 4, 2023 relative to policy recommendations related to budgetary actions and criteria to support the establishment of Enhanced Infrastructure Financing Districts (EIFD).

PRESENTED BY \_\_\_\_\_  
BOB BLUMENFIELD  
Councilmember, 3rd District

SECONDED BY \_\_\_\_\_  
PAUL KREKORIAN  
Councilmember, 2nd District

December 15, 2023

CF 23-1107

**ITEM NO. 14**  
**File No. 16-0358-s1**

BUDGET, FINANCE AND INNOVATION COMMITTEE REPORT relative to the proposed Seventh and Eighth Amendments to Contract No. C-129255 with the Los Angeles County Metropolitan Transportation Authority (LACMTA) to Provide Law Enforcement Services for the Transit System's Infrastructure, Bus, and Rail Lines.

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

1. AUTHORIZE the Chief of Police, or designee, to execute the Seventh Amendment to Contract No. C-129255 with the LACMTA that extends the term by six months to cover the period from January 1, 2023, through June 30, 2023, and increases the contract budget by \$28.5 million from \$483,485,497 to \$511,991,742.36.
2. AUTHORIZE the Chief of Police, or designee, to execute the Eighth Amendment to Contract No. C-129255 with the LACMTA that extends the term by one year to cover the period from July 1, 2023, through June 30, 2024, and increases the contract budget by \$104.9 million from \$511,991,742.36 to \$616,910,858.14;
3. AUTHORIZE the Los Angeles Police Department to prepare Controller instructions for any technical adjustments, as necessary, 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 approval of the recommendations stated in the two reports will authorize the Los Angeles Police Department (LAPD) to execute the Seventh Amendment to Contract No. C-129255 with LACMTA to extend the term by six months through June 30, 2023, and increase the contract budget by \$28.5 million from \$483,485,497 to \$511,991,742.36, and to execute the Eighth Amendment to Contract No. C-129255 with LACMTA to extend the term by one year through June 30, 2024, and increase the contract budget by \$104.9 million, from \$511,991,742.36 to \$616,910,858.14. All other terms remain the same. Reimbursement for services provided will be deposited into Revenue Source Code 4603, Service to LACMTA. There is no additional impact to the General Fund.

Community Impact Statement: None submitted

**SUMMARY**

At its regular meeting held on December 13, 2023, the Budget, Finance and Innovation Committee considered two CAO reports relative to the proposed Seventh and Eighth Amendments to Contract No. C-129255 with LACMTA to Provide Law Enforcement Services for the Transit System's Infrastructure, Bus, and Rail Lines.

After an opportunity for public comment was held, the Committee moved to approve the CAO recommendations, as detailed above. This matter is now forwarded to the Council for its consideration.

Respectfully Submitted,

BUDGET, FINANCE AND INNOVATION COMMITTEE

<u>MEMBER</u>	<u>VOTE</u>
BLUMENFIELD	YES
HARRIS-DAWSON	YES
YAROSLAVSKY	YES
MCOSKER	YES

RODRIGUEZ

ABSENT

AS 12/13/23

**-NOT OFFICIAL UNTIL COUNCIL ACTS-**

# ITEM NO. 15

File No. 23-1273

BUDGET, FINANCE AND INNOVATION COMMITTEE REPORT relative to United to House LA (ULA) revenues collected above the \$150 million approved in the Fiscal Year 2023-24 budget and the disbursement consistent with the ULA Ordinance and City financial policies, and related matters.

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

CONCUR with the December 6, 2023, action of the Housing and Homelessness Committee.

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

Community Impact Statement: None submitted

## SUMMARY

At its regular meeting held on December 13, 2023, the Budget, Finance and Innovation Committee considered an ITA report relative to ULA revenues collected above the \$150 million approved in the Fiscal Year 2023-24 budget and the disbursement consistent with the ULA Ordinance and City financial policies, and related matters.

After an opportunity for public comment was held, the Committee moved to concur with the Housing and Homelessness Committee recommendations, as detailed in the Housing and Homelessness Committee report, attached to the Council file. This matter is now forwarded to the Council for its consideration.

Respectfully Submitted,

## BUDGET, FINANCE AND INNOVATION COMMITTEE

<u>MEMBER</u>	<u>VOTE</u>
BLUMENFIELD	YES
HARRIS-DAWSON	YES
YAROSLAVSKY	YES
MCOSKER	YES
RODRIGUEZ	ABSENT

AS 12/13/23

**-NOT OFFICIAL UNTIL COUNCIL ACTS-**

**MOTION**

I HEREBY MOVE that Council ADOPT the Budget, Finance and Innovation Committee report dated December 13, 2023 relative to United to House LA (ULA) revenues collected above the \$150 million approved in the Fiscal Year (FY) 2023-24 budget and the disbursement consistent with the ULA Ordinance and City's financial policies, and related matters.

PRESENTED BY \_\_\_\_\_  
BOB BLUMENFIELD  
Councilmember, 3rd District

SECONDED BY \_\_\_\_\_  
PAUL KREKORIAN  
Councilmember, 2nd District

December 15, 2023

CF 23-1273



ADMINISTRATIVE EXEMPTION and TRADE, TRAVEL, AND TOURISM COMMITTEE REPORT relative to a Second Amendment to Contract DA-5300 with Motorola Solutions Inc., for ongoing radio system maintenance, repair, and technical support services for the Trunked Radio Communication System of Los Angeles World Airports (LAWA).

Recommendations for Council action:

1. ADOPT the determination by the Board of Airport Commissioners (Board) that the action is exempt from the California Environmental Quality Act (CEQA) pursuant to Article II, Section 2(f) of the Los Angeles City CEQA Guidelines.
2. APPROVE the Second Amendment to Contract DA-5300 with Motorola Solutions, Inc. to extend the term through October 31, 2027, covering ongoing radio system maintenance, repair, and technical support services for the trunked radio communications system of LAWA.
3. CONCUR with the Board's action on October 19, 2023, by Resolution No. 27820, authorizing the Interim Chief Executive Officer, or LAWA designee, to execute a Second Amendment to Contract DA-5300 with Motorola Solutions, Inc.

Fiscal Impact Statement: The Board reports that there is no impact to the General Fund.

Community Impact Statement: None submitted

**TIME LIMIT FILE – JANUARY 8, 2024**

**(LAST DAY FOR COUNCIL ACTION – DECEMBER 15, 2023)**

SUMMARY

At a special meeting held on December 11, 2023, the Trade, Travel, and Tourism Committee considered a Board report dated November 1, 2023 relative to a Second Amendment to Contract DA-5300 with Motorola Solutions Inc., for ongoing radio system maintenance, repair, and technical support services for the Trunked Radio Communication System of LAWA.

After an opportunity for public comment was held, the Committee moved to approve the Board recommendations in the report, as detailed above. This matter is now forwarded to the Council for its consideration.

Respectfully Submitted,

TRADE, TRAVEL, AND TOURISM COMMITTEE

<u>MEMBER</u>	<u>VOTE</u>
PARK	YES
MCOSKER	YES
SOTO-MARTINEZ	YES

ADMINISTRATIVE EXEMPTION and TRADE, TRAVEL AND TOURISM COMMITTEE REPORT relative to Board of Harbor Commissioners (Board) approval of Resolution No. 23-10237 authorizing the First Amendment to Agreement No. 20-3776 with International Business Machines Corporation (IBM) for the Cyber Resilience Center Project.

Recommendations for Council action:

1. ADOPT the determination by the Board that the proposed action is administratively exempt from the requirements of the California Environmental Quality Act (CEQA) in accordance with Article II Section 2(f) of the Los Angeles City CEQA Guidelines.
2. APPROVE Port of Los Angeles (POLA) Resolution No. 23-10237 authorizing approval of the First Amendment to Agreement No. 20-3776 with IBM by adding \$5,000,000 in compensation for a total not-to-exceed contract amount of \$11,800,000 and extending the term by two years to a total term of five years through December 8, 2025, for the Cyber Resilience Center project.

Fiscal Impact Statement: The Board reports that there is no impact on the City's General Fund.

Community Impact Statement: None submitted

**TIME LIMIT FILE – FEBRUARY 5, 2024  
(LAST DAY FOR COUNCIL ACTION – FEBRUARY 2, 2023)**

**SUMMARY**

At a special meeting held on December 11, 2023, your Trade, Travel and Tourism Committee considered a report from the Board of Harbor Commissioners dated December 7, 2023 relative to Board approval of Resolution No. 23-10191 authorizing Amendment No. 23-2012-A for the Reciprocal License with SCE, for the exchange of comparable access/connectivity rights.

After an opportunity for public comment was held, the Committee approved the recommendations contained in the report, as detailed above. This matter is now forwarded to the Council for its consideration.

Respectfully Submitted,

TRADE, TRAVEL AND TOURISM COMMITTEE

<b><u>MEMBER</u></b>	<b><u>VOTE</u></b>
PARK:	YES
MCOSKER:	YES
SOTO-MARTINEZ:	YES

CGR 12-11-23

MOTION

I MOVE that the Communication from the City Administrative Officer (CAO) relative to authorizing the Bureau of Engineering to execute a Master Cooperative Agreement (MCA) with the Los Angeles County Metropolitan Transportation Authority (LACMTA) for the design, construction, and delivery of Transportation Projects for a term of ten years, ITEM 26 on today's Council Agenda (C.F. 23-1399), BE AMENDED to include the North Hollywood to Pasadena Bus Rapid Transit Project as an Early Involvement Project, as identified in Exhibit #3 of the MCA, and INSTRUCT the Bureau of Engineering and the Department of Transportation to work with LACMTA to include the applicable mitigations identified in C.F. 23-0906 as part of the City's Early Involvement Project negotiations with LACMTA.

PRESENTED BY: *Kevin de León*  
KEVIN DE LEÓN  
Councilmember, 14<sup>th</sup> District

SECONDED BY: *Paul Krekorian*

ORIGINAL

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DEC 15 2023

PK

**MOTION**

I HEREBY MOVE that Council ADOPT the Simplified Ballot Summary Digest prepared by the Ballot Simplification Committee pursuant to the Los Angeles Election Code Section 404-405 for the initiative related to City Mobility Plan Street Improvement Measures appearing on the March 5, 2024, City Primary Election ballot.

PRESENTED BY \_\_\_\_\_  
PAUL KREKORIAN  
Councilmember, 2nd District

SECONDED BY \_\_\_\_\_  
EUNISSES HERNANDEZ  
Councilmember, 1st District

December 15, 2023

CF 24-1100-S1

**MOTION**

I HEREBY MOVE that the Council ADOPT the following recommendations in order to effect settlement in the case entitled Pablo Vera v. City of Los Angeles, et al., Los Angeles Superior Court Case No. 23STCV22115. (This matter arises from an incident involving members of the Los Angeles Police Department that occurred on October 11, 2020.), **SUBJECT TO THE APPROVAL OF THE MAYOR:**

REJECT the Plaintiff's Offer of Settlement.

This matter was recommended for approval by the Budget, Finance and Innovation Committee (Blumenfield – Harris-Dawson – Yaroslavsky - McOsker: "Yes") at its meeting held on December 13, 2023, in Closed Session as permitted by Government Code Section 54956.9(d)(1).

PRESENTED BY \_\_\_\_\_

BOB BLUMENFIELD  
Councilmember, 3rd District

SECONDED BY \_\_\_\_\_

MARQUEECE HARRIS-DAWSON  
Councilmember, 8th District

**MOTION**

I HEREBY MOVE that the Council ADOPT the following recommendations in order to effect settlement in the case entitled Justyce Chavez v. City of Los Angeles, et al., Los Angeles Superior Court Case No. 21STCV33770. (This matter arises from a vehicle collision that took place on South Western Avenue and Jefferson Boulevard, on May 6, 2021.), **SUBJECT TO THE APPROVAL OF THE MAYOR:**

1. AUTHORIZE the City Attorney’s Office to expend up to **\$8,000,000** in settlement of the above-entitled matter.
2. AUTHORIZE the Controller’s Office to transfer **\$8,000,000** from the Liability Claims Fund No. 100/59, Account No. 009798, Miscellaneous Liability Payouts, to Fund No. 100/59, Account No. 009792, Police Liability Payouts.
3. AUTHORIZE the City Attorney to draw two demands from Fund No. 100/59, Account No. 009792, Police Liability Payouts, as follows:
  - a. **\$4,050,000** to Panish Shea Boyle Ravipudi LLP Client Trust Account.
  - b. **\$3,950,000** to Pacific Life & Annuity Services, Inc. for the benefit of Justyce Chavez to fund future periodic payments in relation to the structured settlement.
4. AUTHORIZE the City Attorney, or designee, to make necessary technical adjustments, subject to the approval of the City Administrative Officer, and authorize the Controller to implement the instructions.

This matter was recommended for approval by the Budget, Finance and Innovation Committee (Blumenfield – Harris-Dawson – Yaroslavsky - McOsker: “Yes”) at its meeting held on December 13, 2023, in Closed Session as permitted by Government Code Section 54956.9(d)(1).

PRESENTED BY \_\_\_\_\_  
BOB BLUMENFIELD  
Councilmember, 3rd District

SECONDED BY \_\_\_\_\_  
MARQUEECE HARRIS-DAWSON  
Councilmember, 8th District

AS 12/13/23  
CF 23-1315

BUDGET, FINANCE AND INNOVATION COMMITTEE REPORT relative to authorizing the Information Technology Agency (ITA) to negotiate amendments to Contract Nos. C-135368, C-105458, and C-138949 with Workday, Inc., Hess and Associates, and KPMG, respectively, to make the changes needed to complete Phase 2 implementation and related matters in connection with the Human Resources Payroll Project.

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

1. CONCUR with the December 5, 2023, action of the Personnel, Audits, and Hiring Committee.
2. INSTRUCT the City Administrative Officer to note that the \$1 million in the Unappropriated Balance No. 58, Account No. 580329, Human Resources and Payroll System Contingency, will remain unspent and in the account until directed otherwise.

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

Community Impact Statement: None submitted

SUMMARY

At its regular meeting held on December 13, 2023, the Budget, Finance and Innovation Committee considered an ITA report relative to authorizing ITA to negotiate amendments to Contract Nos. C-135368, C-105458, and C-138949 with Workday, Inc., Hess and Associates, and KPMG, respectively, to make the changes needed to complete Phase 2 implementation and related matters in connection with the Human Resources Payroll Project.

After an opportunity for public comment was held, the Committee moved to concur with the Personnel, Audits, and Hiring Committee recommendations, as detailed in the Personnel, Audits, and Hiring Committee report, attached to the Council file, as amended to include clarifying language, as detailed in Recommendation No. 2. This matter is now forwarded to the Council for its consideration.

Respectfully Submitted,

BUDGET, FINANCE AND INNOVATION COMMITTEE

<u>MEMBER</u>	<u>VOTE</u>
BLUMENFIELD	YES
HARRIS-DAWSON	YES
YAROSLAVSKY	YES
MCOSKER	YES
RODRIGUEZ	ABSENT

AS 12/13/23

**-NOT OFFICIAL UNTIL COUNCIL ACTS-**



**MOTION**

I HEREBY MOVE that Council ADOPT the Budget, Finance and Innovation Committee report dated December 13, 2023, relative to authorizing the Information Technology ITA to negotiate amendments to Contract Nos. C-135368, C-105458, and C-138949 with Workday, Inc., Hess and Associates, and KPMG, respectively, to make the changes needed to complete Phase 2 implementation and related matters in connection with the Human Resources Payroll (HRP) Project.

PRESENTED BY \_\_\_\_\_  
BOB BLUMENFIELD  
Councilmember, 3rd District

SECONDED BY \_\_\_\_\_  
PAUL KREKORIAN  
Councilmember, 2nd District

December 15, 2023  
CF 20-0313-S10