

COMMENDATORY RESOLUTIONS

MOVED BY	SECONDED BY	NAME
Krekorian	Rodriguez	Officer III Anthony Pack
Rodriguez	Padilla	Cheryl Kunin Fain
McOsker	Lee	Yolanda Valle-Perry
Raman	Soto-Martínez	Transgender Visibility Day

ADJOURNING MOTIONS

MOVED BY	SECONDED BY	NAME
McOsker	All Councilmembers	Charles "Chuck" Hart
Raman	All Councilmembers	Nex Benedict

MOTION

I HEREBY MOVE that Council ADOPT the recommendations of the Los Angeles Department of Building and Safety for the Liens as noted below:

<u>Agenda Item No.</u>	<u>Council file No.</u>	<u>Address</u>	<u>Council District</u>	<u>Council Action</u>
1	24-0160-S3	2706 West Avenue 30	1	Receive & File Lien
2	12-0169	4922 North Brewster Drive	3	Receive & File Lien
3	17-0160-S28	19124 West Keswick Street	3	Receive & File Lien
4	18-0160-S337	4938 North Hesperia Avenue	4	Receive & File Lien
5	24-0160-S1	17015 West Ventura Boulevard aka 17007 West Ventura Boulevard	4	Confirm Lien
6	24-0160-S2	2120 North Lyric Avenue	4	Confirm Lien
8	24-0160-S13	5859 North Cedros Avenue	4	Confirm Lien
9	11-0161	10553 West Santa Monica Boulevard	5	Confirm Lien
12	19-0160-S86	460 West 92nd Street	8	Confirm Lien
14	24-0160-S9	701 West 80th Street	8	Confirm Lien
16	22-0160-S30	5967 South Figueroa Street	9	Confirm Lien
17	22-0160-S46	854 East 87th Street	9	Confirm Lien
18	24-0160-S4	4714 South Avalon Boulevard	9	Receive & File Lien
19	24-0160-S7	830 East Florence Avenue	9	Receive & File Lien
20	24-0160-S8	828 East Florence Avenue	9	Receive & File Lien
21	23-0160-S9	16342 West Tuba Street	12	Receive & File Lien
22	24-0160-S10	9957 North Delco Avenue	12	Confirm Lien
23	24-0160-S12	23720 West Hartland Street	12	Confirm Lien
25	24-0160-S6	6037 West Romaine Street aka 6037 ¼ and 6037 ½ West Romaine Street	13	Receive and File
26	16-0160-S460	1652 East 113th Street	15	Confirm Lien

PRESENTED BY _____
PAUL KREKORIAN
Councilmember, 2nd District

SECONDED BY _____
TRACI PARK
Councilmember, 11th District

April 2, 2024

MOTION

29 A

I MOVE that the matter of an Application for Determination of Public Convenience or Necessity for the sale of alcoholic beverages for off-site consumption at 700 LEEF LLC, located at 700-708 S. Vermont Avenue; 3070-3086 W. 7th Street, Los Angeles, CA 90005, Item 29 (CF 24-0199) on today's Council Agenda, BE AMENDED to ADOPT the following:

1. DETERMINE that the issuance of a liquor license at 700 LEEF LLC, located at 700-708 S. Vermont Avenue; 3070-3086 W. 7th Street, Los Angeles, CA 90005, will serve the Public Convenience or Necessity and will not tend to create a law enforcement problem.
2. GRANT the Application for Determination of Public Convenience or Necessity for the sale of alcoholic beverages for off-site consumption at 700 LEEF LLC, located at 700-708 S. Vermont Avenue; 3070-3086 W. 7th Street, Los Angeles, CA 90005.
3. INSTRUCT the City Clerk to transmit this determination to the State Department of Alcoholic Beverage Control as required findings under Business and Professions Code Section 23958.4.

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

SECONDED BY: J. L. L.

ORIGINAL

April 2, 2024
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PK

ITEM 37

File No. 14-1763-S3

COMMUNICATION FROM CITY ADMINISTRATIVE OFFICER relative to the Tentative Agreement and Amendment No. 3 to the Memorandum of Understanding for the Police Officers, Captain and Above Bargaining Unit (MOU 25) for 2019-2027.

Recommendations for Council action:

1. APPROVE the 2019-2027 Memorandum of Understanding (MOU) for the Police Officers, Captain and Above Representation Unit (MOU 25), represented by the Los Angeles Police Command Officers Association (LAPCOA), attached to the Council file, dated March 20, 2024.
2. AUTHORIZE the City Administrative Officer (CAO) and the City Controller to correct any clerical or technical errors in the MOU.

Fiscal Impact Statement: The CAO reports that the additional cost to the General Fund is approximately \$12MM over the term of the three year MOU extension.

Community Impact Statement: None submitted

SUMMARY

At the meeting held on April 2, 2024 your Personnel, Audits, and Hiring Committee considered a CAO report relative to the Tentative Agreement and Amendment No. 3 to the Memorandum of Understanding for the Police Officers, Captain and Above Bargaining Unit (MOU 25) for 2019-2027.

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

Respectfully Submitted,

PERSONNEL, AUDITS, and HIRING COMMITTEE COMMITTEE

<u>MEMBER</u>	<u>VOTE</u>
McOSKER:	YES
PADILLA:	YES
SOTO-MARTINEZ:	NO

JL 14-1763-S3 4-2-24

-NOT OFFICIAL UNTIL COUNCIL ACTS-

MOTION

I HEREBY MOVE that Council AMEND MOTION (KREKORIAN - PADILLA) relative to authorizing the use of the City Hall Tom Bradley Room by the Office of Finance to host a special reception on May 7, 2024 from 9 a.m. – 3 p.m., Item 43 on today’s Council Agenda, to change the date from May 7, 2024 to May 8, 2024.

PRESENTED BY _____
PAUL KREKORIAN
Councilmember, 2nd District

SECONDED BY _____
NITHYA RAMAN
Councilmember, 4th District

April 2, 2024

CF 24-0344

53A

MOTION

I MOVE that the matter of Categorical Exemption and other Exemptions from the California Environmental Quality Act, and Communication from the City Attorney and Ordinance First Consideration relative to amending Sections 91.8904, 91.8905, and 98.0707 of the Los Angeles Municipal Code to allow the City to provide private security to secure properties that are subject to administrative abatement, **Item 53** (CF 24-0114-S2) on today's Council Agenda, **BE AMENDED to ADOPT** the *revised* City Attorney ordinance **dated April 1, 2024** attached to the Council file, in lieu of any prior Ordinance.

PRESENTED BY:



KEVIN DE LEÓN
Councilmember, 14th District

SECONDED BY:



ORIGINAL

April 2, 2024
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MOTION

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

I MOVE that the Council Action of March 19, 2024 relative to instructing the Economic and Workforce Development Department to pursue the acquisition of real property to facilitate the Culinary Arts Mixed-Use Project (Council file No. 14-1174-S97) BE AMENDED to correct the property address from "13269 West San Fernando Road and associated parcels" to "13269 Van Nuys Boulevard and associated parcels."

PRESENTED BY: Monica Rodriguez
MONICA RODRIGUEZ
Councilwoman, 7th District

SECONDED BY: Irvin Park

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APR 02 2024

PK

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

MOTION

The Councilmember of the Thirteenth District has expressed the need for a personal services contract with Madison McCabe, 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 October 17, 2023 to October 31, 2024 and the Contractor is to receive an amount not to exceed \$31,250 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 Madison McCabe 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: [Signature]
HUGO SOTO-MARTÍNEZ
Councilmember, 13th District

SECONDED BY: [Signature]

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CONTRACT SUMMARY SHEET

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

DATE: JANUARY 19, 2024

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

FORM MUST BE TYPEWRITTEN

FROM (DEPARTMENT): CHIEF LEGISLATIVE ANALYST (CD13)

CONTACT PERSON: A. SARAFIAN PHONE: 213-473-5710

CONTRACT NO.: **C-144918** COUNCIL FILE NO.:

ADOPTED BY COUNCIL: _____
DATE

APPROVED BY BPW: _____
DATE

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

CONTRACTOR NAME: MADISON MCCABE

TERM OF CONTRACT: 10/17/23 THROUGH: 10/31/24

TOTAL AMOUNT: \$31,250

PURPOSE OF CONTRACT:
Communication services

AGREEMENT NUMBER C-
BETWEEN
THE CITY OF LOS ANGELES
AND
MADISON MCCABE
FOR COMMUNICATIONS SERVICES

THIS AGREEMENT (hereinafter, "Agreement") is made and entered into by and between the CITY OF LOS ANGELES, a municipal corporation, (hereinafter "CITY") by and through the Thirteenth Council District ("13th Council District" herein) and MADISON MCCABE, (hereinafter, "CONTRACTOR") with reference to the following facts:

WHEREAS, the 13th Council District is in need of communications services; and

WHEREAS, the 13th Council District does not currently have staff with communications expertise; and

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

WHEREAS, the services to be performed 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 neither practicable nor advantageous; and

WHEREAS, the CONTRACTOR has extensive experience in editing videos with content ranging from CITY government issues, civic education, and public services and the CONTRACTOR's background and experience provide for rapid content creation in support of the 13th Council District's constituent communications goals; 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 provide editing services for 13th Council District video content and other communications to further constituent services provided by the 13th Council District including but not limited to the following:

- Edit and deliver first drafts of assigned video projects
- Gather feedback from 13th Council District staff and make necessary revisions
- Ensure adherence messaging
- Edit and finalize videos for various purposes
- Deliver videos in different formats suitable for multiple platforms (if needed/depending on how video was shot

- Deliver transcriptions/captioning for both Spanish and English
 - Conduct quality checks on all edited videos
 - Implement refinements for consistency and improved quality
 - Collaborate with 13th Council District staff to plan for future video content, as needed
 - Make recommendations for enhancing video content strategy
1. The term of this Agreement shall commence on October 17, 2023 and shall terminate on October 31, 2024.
 2. The CITY will pay the CONTRACTOR at a rate not to exceed two thousand five hundred dollars (\$2,500) per month. 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 thirty-one thousand two hundred and fifty dollars (\$31,250).
 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 15 days written notice thereof to the CONTRACTOR. In the event of such termination, the CONTRACTOR shall be paid for hours worked prior to the effective date of termination.
 6. The CONTRACTOR agrees to present monthly reports at the request of the Councilmember of the Thirteenth District setting forth her 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 four (4) pages which constitute the entire understanding and agreement of the parties.

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

THE CITY OF LOS ANGELES

CONTRACTOR

BY: 
HUGO SOTO-MARTÍNEZ
Councilmember, 13th District

BY: 
MADISON MCCABE
Contractor

Date: 1/17/24

Date: 12/27/2023

Attest: HOLLY WOLCOTT, City Clerk

BY: 
Deputy City Clerk

Date: 01/19/2024

Approved as to form:
HYDEE FELDSTEIN SOTO, City Attorney



BY: Andrew Said
ANDREW SAID, Deputy City Attorney

Date: 1/19/2024

ATTACHMENT A

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

STANDARD PROVISIONS FOR CITY CONTRACTS

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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

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

PSC-2. Applicable Law, Interpretation and Enforcement

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

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

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

PSC-3. Time of Effectiveness

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

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

PSC-4. Integrated Contract

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

PSC-5. Amendment

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

PSC-6. Excusable Delays

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

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

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

PSC-7. Waiver

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

PSC-8. Suspension

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

PSC-9. Termination

A. Termination for Convenience

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

B. Termination for Breach of Contract

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

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

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

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

PSC-10. Independent Contractor

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

PSC-11. Contractor's Personnel

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

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

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

PSC-12. Assignment and Delegation

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

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

PSC-13. Permits

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

PSC-14. Claims for Labor and Materials

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

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

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

PSC-16. Retention of Records, Audit and Reports

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

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

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

PSC-17. Bonds

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

PSC-18. Indemnification

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

PSC-19. Intellectual Property Indemnification

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

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

PSC-20. Intellectual Property Warranty

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

PSC-21. Ownership and License

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

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

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

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

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

PSC-22. Data Protection

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

PSC-23. Insurance

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

PSC-24. Best Terms

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

PSC-25. Warranty and Responsibility of Contractor

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

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

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

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

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

PSC-27. Child Support Assignment Orders

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

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

PSC-28. Living Wage Ordinance

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

PSC-29. Service Contractor Worker Retention Ordinance

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

PSC-30. Access and Accommodations

CONTRACTOR represents and certifies that:

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

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

PSC-31. Contractor Responsibility Ordinance

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

PSC-32. Business Inclusion Program

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

PSC-33. Slavery Disclosure Ordinance

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

PSC-34. First Source Hiring Ordinance

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

PSC-35. Local Business Preference Ordinance

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

PSC-36. Iran Contracting Act

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PSC-42. Possessory Interests Tax

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

PSC-43. Confidentiality

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

PSC-44. COVID-19

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

PSC-45. Contractor Data Reporting

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

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

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

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

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

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

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

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

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

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

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

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

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

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

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

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 <u>Statutory</u>
	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

Boiler and Machinery

Flood

Builder's Risk

Earthquake _____

_____ **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

#53

MOTION

I MOVE that \$225,000 be transferred / appropriated from the Council District 7 portion of the Council Discretionary Street Furniture Revenue Fund No. 43D-50 to the Department of Transportation Trust Fund No. 840-94, new account "Nordhoff Street/Burnet Avenue Pedestrian Hybrid Beacons," for the design and construction of pedestrian hybrid beacons at this location in Council District 7.

I FURTHER MOVE that the Department of Transportation 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
Councilmember, 7th District

SECONDED BY _____



ORIGINAL

amg

APR 02 2024

PK

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


MOTION

I MOVE that the Council Action of November 28, 2023 relative to the 2023-2024 Second Construction Projects Report (CPR) and Addendum (Council File 23-0842-S1) BE AMENDED to adopt the attached revised instructions in lieu of the corresponding projects in the City Administrative Officer's report, dated October 23, 2023; consistent with the 49th Program Year Consolidated Plan reprogramming actions (Council File: 22-1205-S2), as follows:

Recommendation 1
Attachment 1

<u>Recommendation</u>	<u>Public Works - Bureau of Street Lighting Project</u>
BB	Valerio Street
CC	North Hollywood Area 3
FF	San Pedro Area 4
GG	San Pedro-Grand Street (formerly San Pedro Area 2)
HH	N Hollywood-Morella (Formerly North Hollywood Sun Valley CD6 Area 1)
LL	Amar & Santa Cruz

PRESENTED BY: 
HUGO SOTO-MARTÍNEZ
Councilmember, 13th District

SECONDED BY: 

ORIGINAL

cpe

PK APR 02 2024

ATTACHMENT 1
Amendments to Second Construction Projects Report (CF 22-1205-S2)
FY 2023-2024 Budget Adjustments

REPLACE WITH THE FOLLOWING:

Second Construction Projects Report		TRANSFER FROM		TRANSFER TO	
ITEM	DEPARTMENT/PROJECT	FUND/ACCOUNT	AMOUNT	FUND/ACCOUNT	AMOUNT
BB	PW - Bureau of Street Lighting Valerio Street Lighting Project	Fund 424/21, Community Development Trust		Fund 100/84, Public Works - Street Lighting	
		21W184, Bureau of Street Lighting	\$ 82,718.60	001010, Salaries General	\$ 88,720.41
				003040, Contractual Services	17,000.00
				Subtotal	\$ 105,720.41
CC	PW - Bureau of Street Lighting North Hollywood Area 3 Street Lighting	Fund 424/43, Community Development Trust		Fund 100/84, Public Works - Street Lighting	
		43R184, PW-Street Lighting	\$ 16,569.85	001010, Salaries General	\$ 45,143.00
		43T184, Bureau of Street Lighting	6,431.96		
		Subtotal	\$ 105,720.41		
FF	PW - Bureau of Street Lighting San Pedro Area 4 Street Lighting	Fund 424/21, Community Development Trust		Fund 100/84, Public Works - Street Lighting	
		21W184, Bureau of Street Lighting	\$ 15,747.00	001010, Salaries General	\$ 15,747.00
GG	PW - Bureau of Street Lighting San Pedro-Grand Street Lighting (formerly San Pedro Area 2)	Fund 424/21, Community Development Trust		Fund 100/84, Public Works - Street Lighting	
		21VB22, San Pedro Area 2 Street Lighting	\$ 36,880.00	001010, Salaries General	\$ 36,880.00
HH	PW - Bureau of Street Lighting N Hollywood-Morella St Lighting (formerly North Hollywood Sun Valley CD6 Area 1 Street Lighting)	Fund 424/21, Community Development Trust		Fund 100/84, Public Works - Street Lighting	
		21W184, Bureau of Street Lighting	\$ 8,690.61	001010, Salaries General	\$ 11,240.02
		21V184, Bureau of Street Lighting	2,549.41		
		Subtotal	\$ 11,240.02		
LL	PW - Bureau of Street Lighting Amar & Santa Cruz Street Lighting	Fund 424/21, Community Development Trust		Fund 100/84, Public Works - Street Lighting	
		21W480, Amar & Santa Cruz Street Lighting	\$ 40,716.39	001010, Salaries General	\$ 44,513.39
		21W184, Bureau of Street Lighting	3,797.00		
		Subtotal	\$ 44,513.39		
TOTAL FUNDS			\$ 259,243.82		\$ 259,243.82

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

MOTION

I MOVE that \$400 be transferred / appropriated from the General City Purposes Fund No. 100-56, Account No.0704 (CD4 Community Services) to the General Services Department Fund No. 100-40, Account No. 001070 (Salaries-As Needed), for services in connection with Council District 4's special observation of the Transgender Day of Visibility on March 31, 2024, at City Hall, including the illumination of City Hall.

PRESENTED BY: Nithya Raman
NITHYA RAMAN
Councilmember, 4th District

SECONDED BY: [Signature]

ORIGINAL

jwd

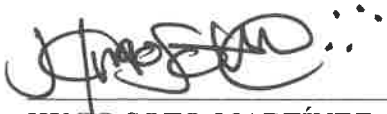
APR 02 2024

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TO CITY CLERK FOR PLACEMENT ON NEXT
REGULAR COUNCIL AGENDA TO BE POSTED #56
MOTION

I MOVE that the matter of the Fair Chance Housing Ordinance / Applicant Criminal History / Discriminatory Tenant Screening Practices motion, recorded under Council File #22-0280 which expired per Council policy, be reactivated and that the matter be restored to its most recent legislative status as of the date of the File's expiration.

PRESENTED BY:



HUGO SOTO-MARTÍNEZ
Councilmember, 13th District

PRESENTED BY:



EUNISSES HERNANDEZ
Councilmember, 1st District

PRESENTED BY:



IMELDA PADILLA
Councilmember, 6th District



SECONDED BY:

ORIGINAL



APR 02 2024

MOTION

I MOVE that the Council Action of March 15, 2024 concerning the CIVIL RIGHTS, EQUITY, IMMIGRATION, AGING AND DISABILITY COMMITTEE REPORT relative to the acceptance of a grant award from the State of California Office of Traffic Safety for the Child Passenger Safety Program and for the Pedestrian and Bicycle Safety Program, and related matters (Council File 24-0132) BE AMENDED to ADD the following recommendation:

4. That the Mayor authorize the General Manager of the Community Investment for Families Department (CIFD), or designee, to negotiate and execute Professional Services Agreements with three FamilySource Center agencies for the contract amounts listed in the table below, to provide pedestrian and bicycle safety education and outreach and to distribute related safety equipment and supplies, for a one-year contract term retroactive to October 1, 2023 through September 30, 2024, in substantial conformance to the draft agreement attached to the CIFD report, subject to the review and approval of the City Attorney as to form, and compliance with the City's contracting requirements:

FamilySource Center	Compensation Amount
All People's Community Center	\$ 8,500
Central City Neighborhood Partners	8,500
Koreatown Youth and Community Center	8,500
Total	\$ 25,500

PRESENTED BY: 
HUGO SOTO-MARTÍNEZ
Councilmember, 13th District

SECONDED BY: 

ORIGINAL

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cpe

APR 02 2024

MOTION

The California Cannabis Equity Act of 2018 (Bradford, 2018) established a Local Equity Grant Program, which provides grant funds that are administered by the Governor’s Office of Business and Economic Development. This Local Equity Grant provides funds for direct assistance to local jurisdictions’ commercial cannabis Social Equity Programs, and their Social Equity applicants and licensees.

The City of Los Angeles operates a Social Equity Program that promotes equitable ownership and employment opportunities for marginalized communities in order to address the disproportionate impacts of the War on Drugs in those communities. In October 2022, the Governor’s Office of Business and Economic Development issued a grant solicitation for the Cannabis Equity Grants Program, and subsequently, the Department of Cannabis Regulation submitted an application for additional grant funding. In March 2024, the Governor’s Office of Business and Economic Development announced that the City of Los Angeles was awarded an additional \$3,000,000 in equity grant funding for the City’s Social Equity Program.

The Department of Cannabis Regulation intends to allocate the funds from the Local Equity Grant Program for a grant program for local equity applicants or licensees to assist with startup and ongoing costs, to provide technical and business development assistance, and to provide workforce development assistance to local Social Equity Program applicants and participants.

I THEREFORE MOVE that the Council authorize the Department of Cannabis Regulation to accept a grant in the amount of \$3,000,000 from the State of California to be used to assist the City’s commercial cannabis Social Equity Program and Social Equity applicants and licensees; to deposit these funds into a new Account in Fund No. 60E-13, entitled “2024 Cannabis Equity Grant (CEG);” and to execute the attached standard agreement with the Governor’s Office of Business and Economic Development for the period of April 1, 2024 through October 31, 2025, including any extensions or amendments thereof, subject to the approval of the City Attorney as to form and legality.

I FURTHER MOVE that the Council adopt the attached Resolution as required by the granting agency.

PRESENTED BY: Curren D. Price, Jr.
CURREN D. PRICE, JR.
Councilmember, 9th District

SECONDED BY: [Signature]

ORIGINAL

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APR 02 2024

RESOLUTION

WHEREAS, the members of the California Legislature have recognized the need for cannabis equity grant funding; and

WHEREAS, funding has been provided to the Governor's Office of Business and Economic Development to provide grant funds to local governments; and

WHEREAS, the City of Los Angeles has adopted and operates a local equity program for commercial cannabis activity; and

WHEREAS, the City of Los Angeles has determined that it will use grant funds from the Governor's Office of Business and Economic Development to assist local equity applicants and licensees through its local equity program for commercial cannabis activity as described in its application for grant funds;

NOW, THEREFORE, BE IT RESOLVED that the Director of the Social Equity Program of the City of Los Angeles is authorized to execute by electronic signature on behalf of the City of Los Angeles, the grant agreement with the Governor's Office of Business and Economic Development, including any extensions or amendments thereof and any subsequent grant agreement with the Governor's Office of Business and Economic Development in relation thereto.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that any liability arising out of the performance of this grant agreement, including civil court actions for damages, shall be the responsibility of the grant recipient and the authorizing agency. The Governor's Office of Business and Economic Development and the State of California disclaim responsibility for any such liability.

RESOLUTION

WHEREAS, the restaurant and hospitality industry is a vitally important part of the City's economy, employing 380,000 people and generating more than \$200 million in tax revenues to the City prior to the COVID-19 pandemic; and

WHEREAS, under the Los Angeles Municipal Code, a restaurant can only be permitted to sale alcohol by obtaining a Conditional Use Permit (CUP) or meeting the eligibility requirements for the streamlined process known as the Restaurant Beverage Program; and

WHEREAS, the CUP process can often be time consuming and costly for both applicants and City staff and resources, hindering entrepreneurs' ability to create or expand their businesses; and

WHEREAS, the City recognizes that the public health and economic impacts of the COVID-19 pandemic, and further appreciates the need to facilitate Zoning Code relief to support the local economy and livelihood of those living and working in the City; and

WHEREAS, the Restaurant Beverage Program for sit-down restaurants only is an alternative to the CUP process to remove economic and time constraints and promote economic development; and


WHEREAS, the Restaurant Beverage Program contains more and stricter standards than those typically imposed during the CUP process and requires participating restaurants to be subject to enforcement procedures; and

WHEREAS, the City has undertaken an environmental review of the Restaurant Beverage Program's provisions and found that will not have a significant effect on the environment (ENV-2018-4661-ND), and further found that aspects of the proposed regulatory relief are exempt from environmental review (ENV-2020-3154-CE); and

NOW, THEREFORE, BE IT RESOLVED, that by the adoption of this Resolution, the Council hereby activates the streamlined permitting land use regulatory process, the *Restaurant Beverage Program-Alcohol Sensitive Use Zone*, that shall be in force and full effect in the geographical boundaries attached in Exhibit A.

BE IT FURTHER RESOLVED, that based on the findings outlined in Exhibit B relative to the geographic boundaries found in Exhibit A maps, the *Restaurant Beverage Program-Alcohol Sensitive Use Zone* is in conformity with public necessity, convenience, general welfare, and good zoning practice.

PRESENTED BY:


MARQUEECE HARRIS-DAWSON
Councilmember, 8th District

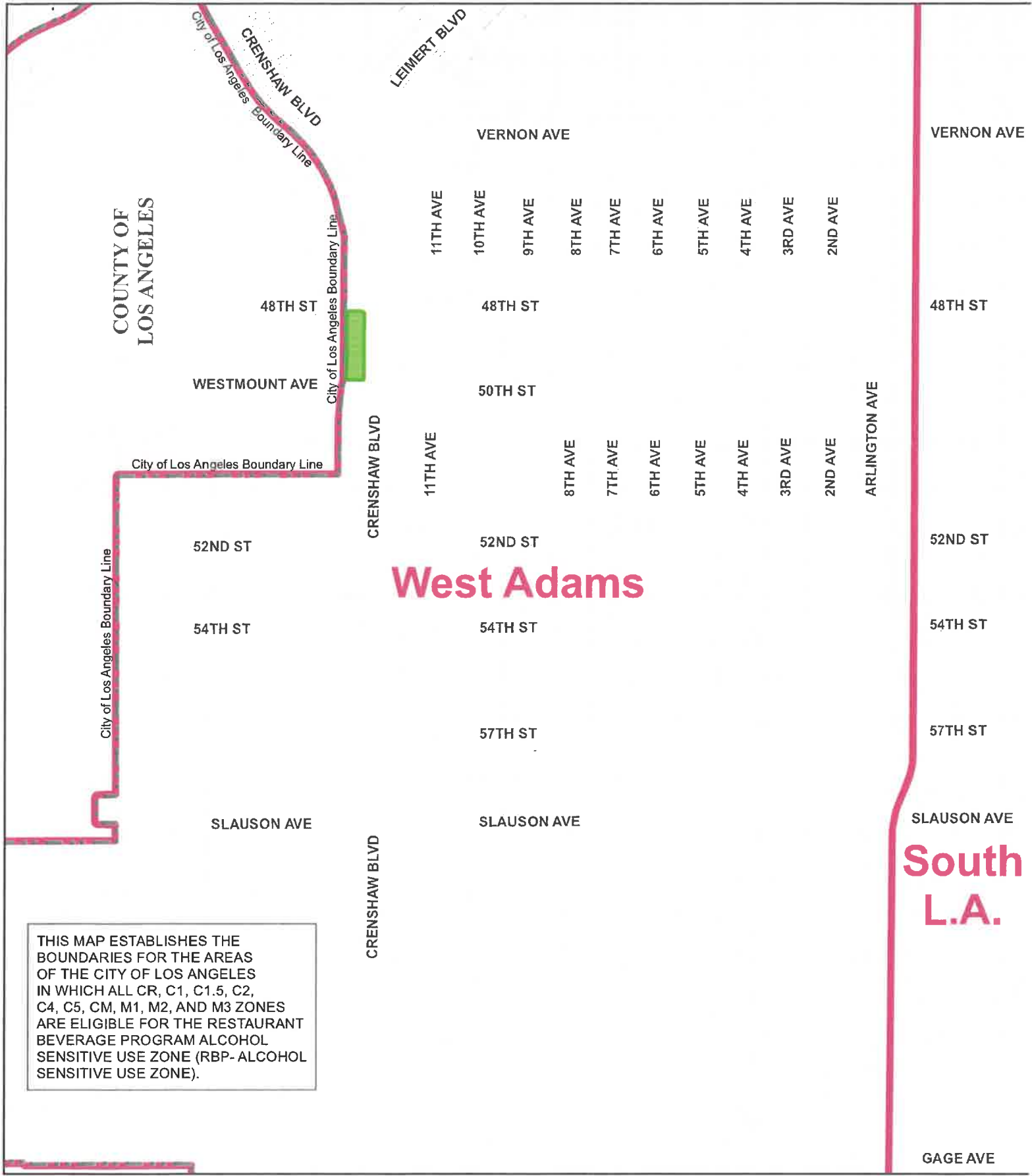
SECONDED BY:


Paul Kubon

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APR 02 2024

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COUNTY OF
LOS ANGELES

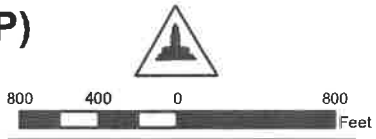
West Adams

South L.A.

THIS MAP ESTABLISHES THE BOUNDARIES FOR THE AREAS OF THE CITY OF LOS ANGELES IN WHICH ALL CR, C1, C1.5, C2, C4, C5, CM, M1, M2, AND M3 ZONES ARE ELIGIBLE FOR THE RESTAURANT BEVERAGE PROGRAM ALCOHOL SENSITIVE USE ZONE (RBP- ALCOHOL SENSITIVE USE ZONE).

Restaurant Beverage Program (RBP)

- RBP- Alcohol Sensitive Use Zone
Beer & Wine Eligible
- Community Plan Area



CPC-2018-4660-CA



EXHIBIT B: FINDINGS

South Los Angeles has historically experienced the negative effects associated with alcohol sales, particularly off-site sales in the form of liquor stores. In an effort to curtail these impacts, the City Council adopted the South Central Alcohol Sales Specific Plan, which became effective on September 13, 1997, to limit the number of off-site alcohol establishments within South Los Angeles.

At the same time, on-site alcohol sales can provide a much-needed boost in revenue for full-service restaurants, which currently face financial barriers due to the aftermath of the COVID-19 pandemic and rising operating costs. Additionally, alcohol service incidental to a meal is an amenity that is not widely available in South Los Angeles. This incidental service can provide opportunities for the economic growth along Crenshaw Boulevard in light of the recently-opened Metro K Line and the under-construction Destination Crenshaw open-air museum.

The Restaurant Beverage Program-Alcohol Sensitive Use Zone (RBP-ASUZ) is an administrative approval program for full-service restaurants only to serve alcoholic beverages subject to more than 50 performance and operating standards. The RBP-ASUZ limits alcohol sales to beer and wine only for the first year of the approval. As such, the boundary selected for the RBP-ASUZ in Exhibit A is limited to one block on Crenshaw Boulevard in an effort to contain the potential negative impacts of introducing alcohol sales in the neighborhood. The selected block contains the only full-service restaurant on Crenshaw Boulevard from Vernon Avenue and Slauson Avenue.

Furthermore, this block will serve as a “pilot” to assess the suitability of the RBP-ASUZ in other parts along the Crenshaw Corridor and South Los Angeles in the future. As authorized by the enabling Restaurant Beverage Program Ordinance (Ord. 187,402), the City Council may expand the boundaries of the RBP and RBP-ASUZ on the Crenshaw Corridor and South Los Angeles as other suitable boundaries are discovered via the adoption of a new resolution subject to the required findings per City Charter Section 558.

- 1. The RBP-ASUZ will provide a public necessity within the mapped area in Exhibit A by removing financial barriers for full-service restaurants and promoting economic development, in light of the financial impacts associated with the COVID-19 pandemic and rising operating costs.**

The restaurant and hospitality industry is an important part of the City’s economy, employing more than 380,000 people and generating more than \$200 million in tax revenue to the City during pre-pandemic levels. The RBP-ASUZ will reduce the costs and time for full-service restaurants in the mapped area to obtain City approval to serve alcoholic beverages for on-site consumption, while requiring more than 50 provisions. Alcohol service provides a substantial portion of restaurants’ revenue and often make or break their viability as a business, however, restaurants with alcohol sales must meet

both state and local regulations for serving alcohol. The RBP-ASUZ will offer an administrative clearance process to allow the sale of alcohol in full-service restaurants with an operating kitchen and a full menu.

New restaurants with alcohol service under the RBP-ASUZ will be subject to enforcement measures and security standards. The RBP-ASUZ also contains a one-year provisional period, at the end of which the City will conduct a review of complaints and other relevant citations to determine whether the restaurant will be able to continue to serve alcoholic beverages under the RBP-ASUZ.

South Los Angeles has historically suffered from negative impacts associated with off-site alcohol establishments, namely liquor stores. This region in particular has a higher ratio of off-site alcohol-selling establishments per capita than the rest of the City. At the same time, South Angeles, namely the Crenshaw Corridor, contains few full-service restaurants and lacks a mix of commercial uses. The RBP-ASUZ will provide a public necessity by placing less emphasis on off-site alcohol sales and facilitating on-site alcohol sales for full-service restaurants subject to strict operating provisions to limit negative impacts. As such, the RBP-ASUZ will create a service that is beneficial to the community, City, and region mapped by reducing the amount of entry barriers for new local restaurants.

- 2. The RBP-ASUZ will provide a public convenience within the area mapped in Exhibit A by accommodating the demand for an amenity that will serve residents, workers, employees, and visitors.**

A variety of uses, including sit-down restaurants, are necessary for the conservation, development, and success of a vibrant neighborhood. The RBP-ASUZ reflects a shift in how the City processes alcohol requests for eligible full-service restaurants. As such, the RBP-ASUZ can provide local full-service restaurants with a boost, which will allow them to open quicker, expand, hire employees, and become an economically viable business. A consistent and streamlined review of alcohol requests, the RBP-ASUZ can create more vibrant neighborhoods that will benefit employees, local residents, and visitors leading to the growth of regulated full-service restaurants within the mapped area, which are planned and zoned for commercial uses such as restaurants.

The RBP-ASUZ on this portion of Crenshaw Boulevard will complement the recently-opened Metro K Line and soon-to-open Destination Crenshaw open-air museum. These developments aim to create more amenities for residents. Furthermore, the RBP-ASUZ incorporates more than 50 operating standards to ensure that the alcohol service will not be disruptive to the community.

- 3. The RBP-ASUZ contains more than 50 provisions to ensure that it will not adversely affect the welfare of the area mapped in Exhibit A.**

The RBP-ASUZ's provisions are intended to protect the public health, welfare, and safety of the communities within the mapped area. The City via the RBP-ASUZ will regulate alcohol service in eligible full-service restaurants. Therefore, alcohol service under the RBP-ASUZ must be incidental to food service for on-site consumption. This means that high-impact uses such as bars, nightclubs, and liquor stores will not be eligible under the RBP-ASUZ and must obtain a Conditional Use Permit (CUP). Eligible restaurants will not be allowed to have dancing, live entertainment, pool tables, and portable bars. Bar-like practices, such as minimum drink purchase, admission charges, and age limitations, will also be prohibited.

Operating standards will ensure that impacts to the community, such as noise, will be kept at a minimum. The RBP-ASUZ will prohibit the use of television monitors and speakers in outdoor areas. Restaurants will also be required to remove graffiti, clean debris and litter, maintain an electronic age verification device, and respond to patron complaints in a timely manner. As a means of establishing additional safety policies, the RBP-ASUZ contains interior and exterior lighting requirements and will require restaurants to install and maintain a camera surveillance system in operation at all times. In addition, all employees involved with the sale of alcohol will be subject to regulatory safety practices such as enrolling in an alcohol safety training program offered by the Los Angeles Police Department and/or the California Department of Alcoholic Beverage Control. Restaurants that repeatedly violate the RBP-ASUZ's provisions will be suspended from the Program and be required to obtain a CUP to continue to sell alcohol.

As mentioned in Finding No. 1, the RBP-ASUZ contains a one-year provisional period, at the end of which a review of complaints and other relevant citations will be conducted to determine whether the restaurant will be able to continue to serve alcoholic beverages under the RBP-ASUZ. Restaurants operating under the RBP-ASUZ version that repeatedly violate the eligibility requirements and use standards will be suspended from the Program and be required to obtain a CUP to continue to sell alcohol.

Lastly, the RBP-ASUZ does not authorize any new construction, nor result in construction activities that would change the size, height, or other significant features of existing buildings and therefore not degrade adjacent properties, the surrounding neighborhood, or the public health, welfare, and safety of the public at large. Therefore, the RBP-ASUZ, operations, and other significant features will be compatible with and not adversely affect or degrade adjacent properties, the surrounding neighborhood, or the public health, welfare, and safety of the mapped area.

- 4. The RBP-ASUZ will follow good zoning practices restricting the expansion of alcohol sales and limiting the impact of commercial activity on residential areas and other sensitive uses through strict provisions while encouraging economic development.**

The mapped boundaries in Exhibit A limit the RBP-ASUZ to one block along the Crenshaw Corridor in an effort to limit the impact of increased alcohol sales in the neighborhood. South Los Angeles has been historically burdened with the negative impacts associated with alcohol sales due to the proliferation of off-site alcohol establishments such as liquor stores. To address this problem, the City Council adopted the South Central Alcohol Sales Specific Plan, which is still in effect today. However, the South Los Angeles region contains fewer full-service restaurants than the rest of the City.

The majority of the lots along Crenshaw Boulevard between Vernon Avenue and Slauson Avenue are zoned C2, however, they are surrounded by residential-zoned lots directly to the east and west. This portion of Crenshaw Boulevard also contains 4 schools and one health center. Crenshaw High School is also found one block east of Crenshaw Boulevard. Given the amount of sensitive uses along and near this portion of Crenshaw Boulevard, Exhibit A limits the RBP-ASUZ to one block to ensure that these sensitive uses are not negatively impacted.

Dulan's On Crenshaw, which is located on the block mapped in Exhibit A, is the only full-service restaurant along Crenshaw Boulevard between Vernon Avenue and Slauson Avenue. The other three restaurants along this corridor are fast food restaurants. Fast food restaurants are not eligible for the RBP-ASUZ. As such, it is the intention of this Resolution to "pilot" the RBP-ASUZ in a block with an existing full-service restaurant in order to assess the resulting impacts and determine whether to expand the RBP-ASUZ in other parts of the Crenshaw Corridor and South Los Angeles in the future.

In addition, the RBP-ASUZ includes numerous operational restrictions related to indoor and outdoor seating, allowed activities, and bar-like practices to limit noise and other impacts. Additional provisions concerning operations, security, monitoring, and enforcement are included. Any changes to the mode of operations of the restaurant, including hours of operation and seating, will not be permitted. Therefore, the RBP-ASUZ will follow good zoning practices by encouraging economic development while limiting the impact of commercial activity on nearby residential areas and other sensitive uses through strict and enforcing provisions.

The RBP-ASUZ subjects restaurants to a one-year provisional period. At the end of the provisional period, the City will conduct a review of complaints and other relevant citations will be conducted to determine whether the restaurant will be able to continue to serve alcoholic beverages under the RBP-ASUZ. Local residents will be able to report violations of the RBP-ASUZ, which will assist the City in identifying and removing restaurants that do not comply with the RBP-ASUZ's provisions.

MOTION

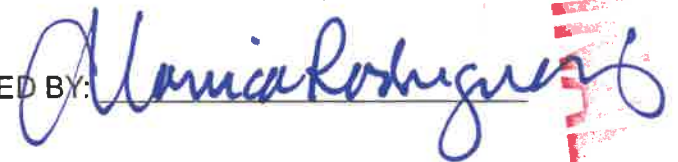
The Jobs and Economic Development Incentive (JEDI) Zone program provides economic development incentives within specific geographies of the City that aim to both promote and expand business in Los Angeles. Businesses located in these zones are eligible to obtain a variety of incentives including case management of the City development permit process, permit fee reductions, business consulting, and facade improvements, among others.

Pursuant to the JEDI Zone policy, zones must meet primary or secondary eligibility criteria, be reviewed by the Economic and Workforce Development Department (EWDD), and receive approval from the City Council and Mayor. Once the request to form a JEDI Zone is received, EWDD will conduct a baseline assessment of the area based on the qualifying criteria. Requests will be processed in the order received. If a proposed JEDI Zone is found to be eligible, EWDD will analyze the area under the secondary needs criteria to assign priority areas within the proposed zone, and subsequently submit a transmittal to the City Council with findings and recommendations concerning the creation of the zone. Established zones will expire after five years unless extended for an additional five years. The maximum duration of a JEDI Zone will be 10 years.

Key corridors in Council District 6 would benefit from the economic development incentives offered by the JEDI Zone program. Specifically, portions of Van Nuys Boulevard, Sunland Boulevard / Vineland Avenue, and Parthenia Street are in need of business support efforts that could enhance and revitalize these areas as commercial destinations in the community.

I THEREFORE MOVE that the Economic and Workforce Development Department be directed to evaluate the following three areas as a Jobs and Economic Development Incentive Zone and report to Council with findings and recommendations on creation of the zones: Van Nuys Boulevard, between Calvert Street and Sherman Way; Sunland Boulevard / Vineland Avenue, between La Tuna Canyon Road and Strathern Street; and Parthenia Street, between Sepulveda Boulevard and Van Nuys Boulevard.

PRESENTED BY: 
IMELDA PADILLA
Councilmember, 6th District

SECONDED BY: 

ORIGINAL

arw

APR 02 2024

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RESOLUTION

WHEREAS, Title 42 of the United States Code Chapter 119, subsections 11381-1389, authorize the Continuum of Care Program in a geographic region for the purpose of funding efforts by nonprofit providers and State and local governments to rehouse homeless individuals and families; and

WHEREAS, the City of Los Angeles ("City"), the County of Los Angeles ("County"), and 85 other cities within the geographic region of the County, together formed the Los Angeles Continuum of Care ("LA CoC"), whose Board oversees the LA CoC Program; and

WHEREAS, the City and County designated the Los Angeles Homeless Services Authority as the collaborative applicant for the geographic region, and further delegated to its authority those duties relative to management of the LA CoC Program; and

WHEREAS, relevant statutes stipulate that a CoC Board must retain certain duties and responsibilities within the geographic region, especially with respect to data privacy, quality, and access to the Homeless Information Management System; and

WHEREAS, the LA CoC Board helps to establish priorities for funding of projects within the geographic region, as well as to manage a collaborative process related to applications for the aforementioned funding priorities; and

WHEREAS, the LA CoC Board has historically comprised representation from sectors including, but not limited to, non-profit providers of housing and services, faith-based organizations, academia, and persons with lived experience; and

WHEREAS, the LA CoC Board meets on a monthly basis to discuss and take decisions pertaining to its remaining responsibilities; and

WHEREAS, the LA CoC Board was recently restructured to ensure that it incorporates representatives from governmental partners into its membership, including one seat for a representative of the City; and

WHEREAS, the Mayor and Council should designate the City's lead department for homelessness programs, the City Administrative Officer, to represent the City on the LA CoC Board.

NOW, THEREFORE, BE IT RESOLVED, that by the adoption of this Resolution, the City of Los Angeles hereby appoints its City Administrative Officer, or designee, to the Los Angeles Continuum of Care Board.

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

SECONDED BY: [Signature]

OFFICIAL

djw

APR 02 2024

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MOTION

On April 19, 2017, a Los Angeles City Council Motion (Council File No. 17-0447) was introduced to report back on the feasibility of amending current city land use codes in connection with health impacts at oil and gas wells and drill sites. The Board of Public Works, Office of Petroleum and Natural Gas Administration and Safety (OPNGAS) staff conducted an extensive inventory of oil and gas facilities within the City, participated in a public hearing at the Los Angeles City Health Commission, collected historical records from multiple private and public databases, held dozens of meetings with numerous agencies, and retained a consultant to study the potential health impacts at oil and gas wells and drill sites. This effort has led to policy adoption and budgetary considerations relative to amortization studies as the City Council continues to lead on the phasing out of oil and gas land uses and production within the City of Los Angeles.

Due to the continued community concern for environmental and public health and safety-- the same standard applied for oil and gas wells should be applied when it comes to sites such as the Rancho LPG facility located in San Pedro. The Rancho LPG 1) fails to meet the setback requirements of 200 ft. from neighboring land use, 2) is surrounded by uses on all sides including an oil refinery, a soccer field, and businesses, and 3) has failed to get the required permits in a timely fashion from the South Coast Air Quality Management Division (SCAQMD) after it became the owner of the facility.

The most recent studies conducted for this site indicate that a catastrophic incident at the Rancho LPG Facility, with a release of butane, could potentially cause more than 2,500 deaths, and 12,500 injuries and also major destruction for the Port of Los Angeles and its related infrastructure.

According to a 2023 petition to the Environmental Protection Agency on behalf of the San Pedro Peninsula Homeowners United, Inc. and the Tongva Ancestral Territorial Tribal Nation, no risk analysis was ever performed for the site. Neighborhoods and schools that existed at the time of the 1973 installation of the facility (within 1,000 to 2,000 feet) were ignored by the Environmental Impact Reports prepared in conjunction with the building of this facility. Studies and records gathered from the Department of City Planning (DCP) indicate that the storage tanks within the Rancho LPG facility are located on the active Palos Verdes Fault (magnitude 7.3) and in a recorded Earthquake Rupture Zone (with a convergence of multiple faults) on a United States Geological Survey (USGS) identified Landslide, Liquefaction and Methane Areas.

Multiple motions have attempted to address this facility-- it is time for the City Council to seek an amortization study that can provide the expert information that can lead to the termination of the Rancho LPG Facility use and well as help address the remediation of the site for the safety of local residents and the greater Los Angeles community.

MAZ
APR 2 2024

I THEREFORE MOVE that the Board of Public Works bureaus, specifically the Office of Petroleum and Natural Gas Administration and Safety (OPNGAS), in coordination with the Department of City Planning (DCP), the Los Angeles Fire Department, and the City Administrative Officer, to expeditiously report on the cost and timeline associated to conduct an amortization study related to termination of the Rancho LPG Facility use. The results of the study should be used to inform policy and decisions related to the future of the site and its land use.

PRESENTED BY:



TIM McOSKER
Councilmember, 15th District

SECONDED BY:



APR 02 2024

RESOLUTION

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

WHEREAS, approximately ten million Korean families were separated in the period following World War II and during the Korean War, with family members finding themselves on opposite sides of the North and South Korean border when the Korean War Armistice Agreement was signed in 1953; and

WHEREAS, since 1985, the South Korean and North Korean governments have facilitated events to reunite separated families and have reconnected 44,000 families through government-sponsored family reunions; and

WHEREAS, it is estimated that 100,000 Korean Americans have relatives in North Korea, but they are unable to participate in family reunion events due to the tenuous diplomatic relations between North Korea and the United States; and

WHEREAS, separated families have been unable to meet or exchange letters, telephone calls, or emails; often do not know the whereabouts or status of their relatives; and have waited more than 70 years for opportunities to reconnect with loved ones; and

WHEREAS, many first-generation separated family members have died while waiting for chances to reconnect with their relatives; and

WHEREAS, currently pending before the U.S. Senate is Senate Bill (S.) 3876 (Kaine), the "Divided Families National Registry Act," which seeks to help Korean Americans reunite with family members in North Korea, who have been separated since the Korean War; and

WHEREAS, S. 3876 would direct the Secretary of State to establish a national registry of Korean American families who wish to be reunited with family members in North Korea, to facilitate reconnection opportunities, both in-person and by video; and

WHEREAS, S. 3876 would encourage cooperation between the U.S. and North Korea to bring together long-separated families and account for an enduring and painful legacy of the Korean War;

NOW, THEREFORE, BE IT RESOLVED, that by adoption of this Resolution, the City of Los Angeles hereby includes in its 2023-24 Federal Legislative Program SUPPORT for Senate Bill 3876 (Kaine) to establish a national registry of Korean American divided families and facilitate reconnection opportunities with their family members in North Korea.

PRESENTED BY:

Heather Hutt

HEATHER HUTT
Councilmember, 10th District

SECONDED BY:

[Signature]

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APR 02 2024