


0150-11819-0000

TRANSMITTAL

TO The City Council	DATE 04/14/21	COUNCIL FILE NO.
FROM The Mayor		COUNCIL DISTRICT All

Department of Transportation proposed contract amendment with Safe Moves to provide safety education and encouragement activities at Los Angeles Unified School District schools.

The proposed contract is exempt from the June 24, 2020, Cost Containment Measures.
See the City Administrative Officer report attached.


(Ana Guerrero for)
MAYOR

Report From
OFFICE OF THE CITY ADMINISTRATIVE OFFICER
Analysis of Proposed Contract
(\$25,000 or Greater and Longer than Three Months)

To: Mayor	Date: 04-13-21	C.D. No. All	CAO File No.: 0150-11819-0000				
Contracting Department/Bureau: Department of Transportation		Contact: Margot Ocanas (213) 928-9707					
Reference: Department of Transportation Reports dated December 17, 2020; Referred to CAO for report on December 23, 2020							
Purpose of Contract: To provide safety education and encouragement activities at LAUSD schools							
Type of Contract: (X) Amendment (C-130157)	Contract Term Dates: October 11, 2017 through October 10, 2020						
Contract/Amendment Amount: \$0							
Proposed amount: \$ 0 + Prior award(s) \$ 660,000 = Total \$ 660,000							
Source of funds: Proposition C Anti-Gridlock Transit Fund and Measure R Local Return Fund							
Name of Contractor: Safe Moves Address: 15500 Erwin Street, #2457 Van Nuys, CA 91411							
	Yes	No	N/A	Contractor has complied with:	Yes	No	N/A
1. Council has approved the purpose	X			8. Business Inclusion Program			X
2. Appropriated funds are available	X			9. Equal Benefits & First Source Hiring Ordinances	X		
3. Charter Section 1022 findings completed	X			10. Contractor Responsibility Ordinance	X		
4. Proposals have been requested	X			11. Slavery & Border Wall Disclosure Ordinances	X		
5. Risk Management review completed	X			12. Bidder Certification CEC Form 50	X		
6. Standard Provisions for City Contracts included	X			13. Prohibited Contributors (Bidders) CEC Form 55	X		
7. Workforce that resides in the City: 0 %				14. California Iran Contracting Act of 2010	X		


RECOMMENDATION

That the Council, subject to the approval of the Mayor, authorize the General Manager of the Department of Transportation (LADOT), or designee, to execute a first amendment with Safe Moves to remove the restrictions of annual budgets assigned to the original contract, subject to the approval of the City Attorney as to form.

BACKGROUND

The Department of Transportation's (LADOT) Safe Routes to School (SRTS) program brings active transportation safety education and encouragement activities into school communities with the goal of enhancing safety and increasing the number of students walking and bicycling. In January 2016, the LADOT issued a Request for Proposal (RFP) to continue the operation of the City's School Bicycle/Pedestrian Safety and Transit Education Program (also known as Safe Routes to School Elementary School Safety Education Program).

On September 6, 2017, the Council approved LADOT to enter into an agreement (C-130157) with Safe Moves to conduct Traffic Safety City, an on-campus elementary school pedestrian, bicycle, and traffic safety education program (C.F. 04-2151). The contract had a term from October 11, 2017 through October 10, 2020 with a compensation amount not to exceed \$660,000 total. The contract included language that restricted the contractor to a maximum of \$220,000 per year.

Bret Avrashow			 City Administrative Officer
BA	Analyst	06210070	

The proposed contractor uses nationally-recognized and City-approved approaches to provide comprehensive safety education. The Contractor uses a city and traffic simulation set-up to provide pre-kindergarten through 5th grade students with experiential pedestrian and bicycle skills and rules of the road education. The goal is to encourage our future adult citizens to adopt life-long and healthy activities (walking and cycling), and influence adult drivers to travel more safely and be aware of populations that walk and bike.

First Amendment

The original contract had an expiration date of October 10, 2020 and a fixed three-year payment schedule that did not allow for payment flexibility between years. The proposed first amendment does not extend the term of the contract or increase the contract compensation ceiling. The original contract had the below payment schedule.

Task	Year 1	Year 2	Year 3	Total
A. Project Administration/Management	\$ 20,000	\$ 20,000	\$ 20,000	\$ 60,000
B. Outreach	16,000	16,000	16,000	48,000
C. Safety Education Resources	12,400	12,400	12,400	37,200
D. Safety Education Activities	162,000	162,000	162,000	486,000
E. Publicity	5,100	5,100	5,100	15,300
F. Evaluation	3,000	3,000	3,000	9,000
G. Reporting	1,500	1,500	1,500	4,500
TOTAL	\$ 220,000	\$ 220,000	\$ 220,000	\$ 660,000

Following the first year of work, Safe Moves had only invoiced for \$112,666, below the pace of \$220,000 per year. This was primarily because the contractor’s first few months of the contract consisted of school outreach, updating outreach materials and communications, and establishing new relationships with LAUSD schools they had not previously worked with. After a few months, Safe Moves was able to ramp up their work capacity to the expected pace and make up time in the second and third years of the contract. See the table below which details the differences between the annual budgeted amounts and the amounts invoiced.

	Year 1	Year 2	Year 3	Total
Annual Budget	\$ 220,000	\$ 220,000	\$ 220,000	\$ 660,000
Amount Invoiced	112,666	314,944	176,893	604,503
Difference	\$ 107,334	\$ (94,944)	\$ 43,107	\$ 55,497

Safe Moves performed the scope of work but did not complete the work at the projected pace over the course of the three years. Since the contract includes a payment cap of \$220,000 in Year 2, LADOT was unable to pay for all work completed in Year 2.

The LADOT desires to amend the contract to remove the annual budget restrictions assigned to the three years of the contract to allow the contractor to be paid for completed work. The table on the following page is what the payment schedule will be amended to:

Tasks	Budget
A. Project Admin/Management	\$ 60,000
B. Outreach	48,000
C. Safety Education Resources	37,200
D. Safety Education Activities	486,000
E. Publicity	15,300
F. Evaluation	9,000
G. Reporting	4,500
Total	\$660,000

Cost Containment Memo Compliance

The Mayor's Fiscal Year 2020-21 Cost Containment Measures Memo directed all departments to suspend executions of new contracts and the expansion of existing contracts in 2020-21, with limited exceptions. This Office recommends an exception for the proposed first amendment because the Safe Routes to School program is necessary to maintain public safety at and around schools. There is also a legal mandate to pay the contractor services they have already completed.

This Office has confirmed that the recommended contractor has submitted the required documentation in compliance with City contracting policies. The contract contains language limiting City liability to the extent of appropriations provided by the Council and Mayor. The attached LADOT reports provide further detail on the proposed first amendment (Attachment).

FISCAL IMPACT STATEMENT

There is a no General Fund impact. Funding is provided by current and prior year accounts in the Proposition C Anti-Gridlock Transit Fund and Measure R Local Return Fund. The proposed first amendment does not adjust the existing contract ceiling.

FINANCIAL POLICIES STATEMENT

The recommendation complies with City Financial Policies in that sufficient special fund revenues are available and eligible for this purpose.


Attachment:
Department of Transportation Report Dated December 17, 2020

RHL:BA:06210070

CITY OF LOS ANGELES
INTER-DEPARTMENTAL MEMORANDUM

Date: December 17, 2020

To: Honorable Eric Garcetti, Mayor
Office of the Mayor
Attention: Heleen Ramirez, Legislative Coordinator

From: Seleta J. Reynolds, General Manager 
Department of Transportation

Subject: **FIRST AMENDMENT TO AGREEMENT C-130157 BETWEEN THE LOS ANGELES DEPARTMENT OF TRANSPORTATION AND SAFE MOVES FOR THE OPERATION OF THE CITY'S SCHOOL BICYCLE/PEDESTRIAN SAFETY AND TRANSIT EDUCATION PROGRAM**

SUMMARY

The Los Angeles Department of Transportation (LADOT) is requesting authority to execute the First Amendment to the Agreement with Safe Moves to continue the operation of the City's School Bicycle/Pedestrian Safety and Transit Education Program.

RECOMMENDATION

That the Council, subject to the concurrence by the Mayor:

Authorize the LADOT General Manager to execute the First Amendment to Agreement C-130157 with Safe Moves to remove the restrictions of annual budgets assigned to Year 1, Year 2, and Year 3 of the Agreement.

BACKGROUND

Safe Routes to School (SRTS), a core strategy of Vision Zero, brings active transportation safety education and encouragement activities into school communities with the goal of enhancing safety and increasing the number of students walking and bicycling. In January 2016, the LADOT issued a Request for Proposal (RFP) to continue the operation of the City's School Bicycle/Pedestrian Safety and Transit Education Program (also entitled Safe Routes to School Elementary School Safety Education Program).

On September 6, 2017, the City Council approved LADOT to enter into an agreement with Safe Moves to conduct Traffic Safety City, an on-campus elementary school pedestrian, bicycle, and traffic safety education program (CF 04-2151).

The Contractor uses nationally recognized, and City approved approaches to provide comprehensive safety education. The Contractor uses a city and traffic simulation set-up to provide pre-kindergarten through 5th grade students with experiential pedestrian and bicycle skills and rules of the road education. The goal is to encourage our future adult citizens to adopt life-long and healthy activities (walking and cycling), and influence adult drivers to travel more safely and be aware of populations that walk and cycle.

In the fall of 2017, the loss of Safe Moves office staff and the United Teachers of Los Angeles strike resulted in suspended safety education programming at Los Angeles Unified School District (LAUSD) schools, and Safe Moves was not able to complete the 2017 – 2018 school year activities, nor invoice for the full amount of the 2017 - 2018 budget.

Additionally, on March 4, 2020, due to the COVID-19 pandemic, the Mayor declared a local emergency pursuant to Los Angeles Administrative Code Section 8.21 et seq. In response to COVID-19 and to prevent the spread of COVID-19 in Los Angeles' public schools, Los Angeles Unified School District on March 13, 2020 closed all schools and programs.

Attached for your consideration is the First Amendment to Agreement C-130157 to remove the restrictions of annual budgets assigned to Year 1, Year 2, and Year 3 of the Agreement to provide flexibility of activity distribution over the term of the contract.

Per the Fiscal Year 2020-21 Cost Containment Measures implemented by the Office of Mayor Eric Garcetti on June 24, 2020, this contract amendment is for an executed contract fully-funded by Proposition C, and does not impact the approved contract ceiling nor the General Fund.

FINANCIAL IMPACT

The Agreement and subsequent amendment shall be funded by Proposition C Anti-Gridlock Transit Funds and is subject to City Council and Mayor Approval. There is no fiscal impact to the General Fund.

SJR:DM:CR:MV:mo

**FIRST AMENDMENT TO AGREEMENT C-130157
BETWEEN
THE CITY OF LOS ANGELES
AND
SAFE MOVES**

This First Amendment to Contract Number C-130157 (“Agreement”) between the City of Los Angeles (“City”), a municipal corporation, acting by and through the Department of Transportation (“LADOT”), and Safe Moves (“Contractor” or “Consultant”), a California corporation, is entered into with reference to the following:

WHEREAS, in January 2016, the LADOT issued a Request for Proposal (RFP) to continue the operation of the City’s School Bicycle/Pedestrian Safety and Transit Education Program (also titled Safe Routes to School Elementary School Safety Education Program); and

WHEREAS, the Contractor possessed the requisite skills and experience to furnish the articles and services, and to perform and complete the work; and

WHEREAS, Contractor submitted a proposal dated March 18, 2016, in response to the RFP and the City found Contractor’s response to satisfy the level of qualifications and experience necessary to provide the type and level of service required by the City; and

WHEREAS, on September 6, 2017, the City Council approved LADOT to enter into agreement with Safe Moves for a maximum of \$660,000 to conduct Traffic Safety City, an elementary school pedestrian, bicycle and traffic safety education program (C.F. 04-2151); and

WHEREAS, the parties entered into the Safe Routes to School Elementary School Safety Education Program on October 10, 2017 whereby the Contractor agreed to utilize funds to conduct Traffic Safety City; and

WHEREAS, the Contractor uses nationally recognized and City approved approaches to provide comprehensive safety education; and

WHEREAS, due to circumstances beyond the control of the Contractor including delayed approval from the Los Angeles Unified School District (LAUSD) and the United Teachers of Los Angeles strike in the Fall 2017, Safe Moves programming was suspended; and

WHEREAS, LADOT desires in this Amendment to Agreement C-130157 to remove the restrictions of annual budgets assigned to Year 1, Year 2, and Year 3 of the Agreement, clarify statement of work, update the City’s Standard Provisions for City Contracts, and add certain City contracting provisions as required by various ordinances; and

NOW, THEREFORE, in consideration of the above premises, and the mutual covenants and agreements herein contained, the parties agree as follows:

1. **SECTION I, INTRODUCTION**, Subsection B. Contractor Representative, is hereby amended to read:

Pat Hines
Executive Director
Safe Moves
15500 Erwin Street, #2457
Van Nuys, CA 91411

2. **SECTION I, INTRODUCTION**, Subsection I, is hereby removed.

3. **SECTION II MANDATORY FISCAL PROVISIONS**, Subsection C “Agreement Budget” is hereby amended in its entirety to read:

Tasks	Budget
A. Project Administration / Management	\$60,000
B. Outreach	\$48,000
C. Safety Education Resources	\$37,200
D. Safety Education Activities	\$486,000
E. Publicity	\$15,300
F. Evaluation	\$9,000
G. Reporting	\$4,500
TOTAL	\$660,000

4. **SECTION II, MANDATORY FISCAL PROVISIONS**, Subsection F. Reapportioning Budgeted Funds, is hereby removed.

5. **SECTION III, STATEMENT OF WORK**, Subsection G. Reporting, “Final Report”, is hereby amended in its entirety to read:

A Final Report will be submitted to the Program Manager at the end of the Agreement. The Final Report will evaluate the impact, benefits, and cost-efficiencies of the program, and provide recommendations for improving the program’s outreach, materials, activities, and publicity. The report will also include an equipment and supplies inventory.

- i. Results. Describe in detail, the results of the program in terms of meeting each original objective as stated in the Agreement. Also, describe the results in terms of how they will be specifically applied for future improvement of the Elementary School Safety Education Program. Where possible, describe estimated increased efficiency resulting from implementing program results.
- ii. Program Personnel. Identify the key personnel who worked on the Agreement, their job description, capabilities and contributions, and the quality of the work

completed.

- iii. Equipment and Supplies. List and describe how equipment and supplies purchased under this Agreement were utilized in accomplishing the objectives.
- iv. Problems. Describe any operational or cost problems that were encountered in the Agreement administration. If known, state alternate methods that would have avoided the problem and increased the effectiveness of the SRTS Education Program. This information will assist the City of Los Angeles in avoiding the same problems in the future.
- v. Photos, visual aids, etc.
- vi. Final updated Outreach and Activities database
- vii. Disclaimer. The Final Report must include the following: "The opinions, findings, and conclusions expressed in this publication are those of the authors and not necessarily those of the City of Los Angeles."

6. SECTION IV, PROGRAM MANAGEMENT, Subsection C. Accounts and Records, is hereby amended in its entirety to read:

Contractor shall maintain and preserve books of account and other financial transactions during the term of this Agreement. The books and records shall accurately reflect money received by source, date, amount, money expended by name of vendor, description of goods or services purchased, and date of purchase and price. The Contractor shall retain such books and records for at least three (3) years following the final payment made by the City hereunder. At any time during the term of this Agreement, or within three (3) years following the final payment hereunder, all of the Contractor's books and records shall be subject to examination and audit by authorized City personnel or the City's representative.

7. SECTION IV, PROGRAM MANAGEMENT, Subsection H. Payment Procedure, First Paragraph, is hereby amended in its entirety to read:

The Contractor shall be reimbursed for all authorized expenses relating to this Agreement, not to exceed a maximum of Six Hundred and Sixty Thousand Dollars (\$660,000) for the three years of the Agreement, subject to all other provisions of this Agreement.

8. SECTION V, CONTRACTOR PROVISIONS AND CERTIFICATIONS, Subsection B. Number of Originals, is hereby amended in its entirety to read:

This Agreement is executed in three (3) triplicate originals, each of which is deemed to be an original.

9. SECTION V, CONTRACTOR PROVISIONS AND CERTIFICATIONS, Subsection K. Integrated Agreement, is hereby amended in its entirety to read:

This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous Agreements or understandings,

whether written or oral, relating thereto.

10. SECTION V, CONTRACTOR PROVISIONS AND CERTIFICATIONS, Subsection N “Breach”, is hereby removed.

11. SECTION V, CONTRACTOR PROVISIONS AND CERTIFICATIONS, Subsection U “Indemnification”, First Paragraph, is hereby amended in its entirety to read:

During the term of this Agreement, the Contractor agrees to comply with PSC-18 Indemnification of the Standard Provisions for City Contracts.

12. SECTION VI, CITY POLICY ISSUE STATEMENTS AND REQUIREMENTS, Section A Standard Provisions for City Agreements, is hereby amended in its entirety to read:

Hereby incorporated by reference into this Agreement are the provisions of the Standard Provisions for City Contracts (Rev. 10.17) [v.3] as amended, which is attached hereto (Appendix A).

13. Appendix A, Standard Provisions for City Contracts, is hereby replaced in its entirety by the Appendix A attached hereto.

14. The Agreement is hereby amended by adding a new **SECTION VII, DISCLOSURE OF BORDER WALL CONTRACTING ORDINANCE**, immediately following SECTION VI, CITY POLICY ISSUE STATEMENTS AND REQUIREMENTS, to read as follows:

Contractor shall comply with the Los Angeles Administrative Code Section 10.50 et seq., ‘Disclosure of Border Wall Contracting.’ The City may terminate this Contract at any time if City determines that Contractor failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in Los Angeles Administrative Code Section 10.50.1.

Contractor shall complete and upload a Disclosure of Ordinance Affidavit on LABAVN.org.

15. The Agreement is hereby amended by adding a new **SECTION VIII, FAIR CHANCE INITIATIVE FOR HIRING ORDINANCE**, immediately following SECTION VII, DISCLOSURE OF BORDER WALL CONTRACTING ORDINANCE, to read as follows:

Contractor shall be subject to the Fair Chance Initiative for Hiring Ordinance (Contractors’ Use of Criminal History for Consideration of Employment Applications Ordinance). The Ordinance provides, among other things, that contractors/subcontractors with at least 10 employees are: prohibited from seeking a job applicant’s criminal history information until after a job offer is made; must post Fair Chance Initiative for Hiring Ordinance information in conspicuous places at worksites; and cannot withdraw a job offer based on an applicant’s criminal history unless a link has effectively been made between the applicant’s criminal history and the duties of the job position.

Contractor seeking additional information regarding the requirements of the Fair Chance Initiative for Hiring Ordinance may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org>.

16. Except at herein amended, all other terms and conditions of this Agreement shall remain unchanged.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

THE CITY OF LOS ANGELES

SAFE MOVES

By: _____
Seleta J. Reynolds
General Manager
Department of Transportation

By*: _____
Executive Director
Safe Moves

Date: _____

Date: _____

APPROVED AS TO FORM:
MICHAEL N. FEUER, City Attorney

By**: _____
Financial Officer
Safe Moves

By: _____
Michael Nagle
Deputy City Attorney

Date: _____

Date: _____

ATTEST:
HOLLY L. WOLCOTT, City Clerk

By: _____

NOTE: If Contractor is a corporation, two signatures are required.

* The signature of President, Chairman of the Board, or Vice President is required here; and

** an additional signature of Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer is also required for the Corporation.

Date: _____

City Agreement Number: **C-130157**

Council File Number: 04-2151

APPENDIX A

Standard Provisions for City Contracts