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ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

25 February 21, 2017

LORI GLASGOW
EXECUTIVE OFFICER

February 21, 2017

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

APPROVAL TO ACCEPT AND EXECUTE A LETTER OF AGREEMENT AND FUTURE LETTERS OF AGREEMENT AND/OR AMENDMENTS FROM THE CITY OF LOS ANGELES FOR THE PROVISION OF TECHNICAL SERVICES FOR VISION ZERO EFFECTIVE DATE OF BOARD APPROVAL THROUGH JUNE 30, 2019 (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

Authorization to accept and execute a Letter of Agreement and future letters of agreement and/or amendments from the City of Los Angeles to provide technical support for Vision Zero effective date of Board approval through June 30, 2019.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and authorize the Director of the Department of Public Health (DPH), or her designee, to accept and execute a Letter of Agreement (LOA), substantially similar to Exhibit I, from the City of Los Angeles (City) to support DPH's participation in the Vision Zero project in the amount of \$200,000 effective date of Board approval through June 30, 2019. The general terms and conditions that are incorporated into the LOA include provisions requiring each party to indemnify the other for claims and losses related to this LOA in proportion to and to the extent such liability results from acts or omissions of the indemnifying party.
2. Delegate authority to the Director of DPH, or her designee, to accept and execute future LOAs and/or amendments to the above-referenced LOA that extend the term at intervals determined by the City and approved by DPH; reflect non-material and/or ministerial revisions to the LOA; and provide an increase or decrease in funding up to 25 percent above or below each term's annual base amount; subject to review and approval by County Counsel as to form, and notification to your Board

and the Chief Executive Office.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of Recommendation 1 will allow DPH to enter into a LOA with the City to provide technical services to support continued implementation of Vision Zero and related projects which began in 2015. Vision Zero is a data-driven initiative that uses robust data analysis to identify locations with a concentration of traffic collisions that result in the largest share of deaths and serious injuries. In 2015, DPH partnered with the City to begin this effort, supported in part by a federal grant for the Chronic Disease Prevention Strategy in Los Angeles (CDPS) Project. DPH provided staffing support to the City of Los Angeles Department of Transportation (LADOT), which oversees the Vision Zero Policy, to undertake data-driven analysis for Vision Zero and related active transportation efforts.

Funding from this LOA will allow DPH to execute a Temporary Personnel Services Master Agreement Work Order (MAWO), under delegated authority, to support one (1) contract personnel, a Database Manager, who will support the additional Vision Zero evaluation and analysis needs recently identified by the City. The City is partnering with DPH on this project as a part of the Systemic Safety Analysis Report Program (SSARP). Under this LOA, DPH will help update Vision Zero with collision data, develop maps, update and develop software tools, and provide technical support to the program.

Approval of Recommendation 2 will allow DPH to accept and execute future LOAs and/or amendments to the LOA with the City that extend the term of the agreement; reflect non-material revisions to terms of the agreement; and provide an increase or decrease in funding up to 25 percent above or below each term's annual base amount.

Implementation of Strategic Plan Goals

The recommended actions support Strategy II.2, Support the Wellness of Our Communities, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The term of the LOA is 28 months, effective date of Board approval through June 30, 2019, in the amount of \$200,000; 100 percent offset by the City to cover technical services including contract personnel. There is no net County cost associated with this LOA.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On November 12, 2014, your Board authorized the Interim Director of DPH, to accept a Notice of Award and future awards from the Centers for Disease Control and Prevention (CDC) to support the CDPS Project for the period of September 30, 2014 through September 29, 2018. The CDPS Project, which is tasked with implementing a comprehensive model of chronic disease prevention and management, employs a number of environmental and health systems change strategies to improve quality of services and linkages between clinics and community resources that are expected to benefit individuals with high blood pressure, type 2 diabetes, prediabetes, and/or obesity.

On March 3, 2015, your Board approved the execution of a Temporary Personnel Services MAWO

with Public Health Foundation Enterprises, Inc. for the provision of 18 contract personnel to support the CDPS Project through February 28, 2017. This MAWO included a Data Analyst, who acts as a technical consultant and supports the evaluation and analysis needs of LADOT, which oversees the Vision Zero Policy and other efforts to improve community walkability. This CDPS position will no longer be available to support Vision Zero after the above referenced date.

The LOA will allow the City and DPH to address the additional needs of the Vision Zero Policy under the SSARP, which has different requirements than those of the CDC.

County Counsel has reviewed and approved the LOA as to form.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will allow DPH to continue to provide technical services associated with LADOT's work and its goal to improve active living and to reduce death and serious injury as a result of traffic collisions within the City of Los Angeles.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Barbara Ferrer". The signature is written in a cursive, flowing style.

Barbara Ferrer, PhD, MPH, MEd

Director

BF:lb

BL# 03869

Enclosures

c:

Chief Executive Officer

County Counsel

Executive Officer, Board of Supervisors



LETTER OF AGREEMENT

BETWEEN

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH

AND

CITY OF LOS ANGELES

FOR

VISION ZERO TECHNICAL SERVICES

**LETTER OF AGREEMENT
BETWEEN
COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
AND
CITY OF LOS ANGELES
FOR
VISION ZERO TECHNICAL SERVICES**

This Letter of Agreement ("LOA") is made and entered into on this _____ day of _____, 2017 ("EFFECTIVE DATE"), by and between the COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH, hereinafter referred to as "LACDPH", and the CITY OF LOS ANGELES, a municipal corporation duly organized and existing under the laws of the State of California, hereinafter referred to as "CITY". Herein, LACDPH and the CITY are collectively referred to as the "PARTIES".

I. PURPOSE

This LOA outlines the responsibilities of the CITY and LACDPH and the proposed activities to be carried out in support of the TECHNICAL SERVICES.

The TECHNICAL SERVICES covered in this LOA include updating the CITY's existing High Injury Network, a map that analyzed the 5-years of collision data from 2009 – 2013 to identify the 6% of CITY streets that account for 65% of the traffic deaths and serious injuries for people walking and bicycling. This analysis was initially conducted by a technical consultant procured through LACDPH. The CITY has a need to continue the analysis services provided by these consultants. As new collision data is added and as the CITY makes progress in reducing traffic fatalities, the High Injury Network will need to be updated to reflect up-to-date data sets, and refine the tools that guide this work. This LOA will allow the CITY to retain and pay the County for the performance of TECHNICAL SERVICES by the County and its subcontractors.

II. BACKGROUND

In August 2015, the CITY adopted Vision Zero, the goal to eliminate traffic deaths citywide by 2025. To begin this effort, the CITY partnered with LACDPH to ensure strategic investments have the biggest impact in reducing death and serious injury. At its core, Vision Zero is a data-driven initiative that uses robust data analysis to identify locations with a concentration of traffic collisions that result in the largest share of deaths and serious injuries. LACDPH, supported by a federal grant, has provided the TECHNICAL SERVICES for the CITY to undertake the data-driven analysis supporting Vision Zero.

The collaboration between the CITY and LACDPH has resulted in a strong foundation for the CITY's work. Using data from 2009 to 2013, the team initially developed the High Injury Network, the 6% of streets that account for 65% of fatalities involving people walking and bicycling, which guides current engineering, education, and enforcement efforts. Following that initial prioritization, the team created a comprehensive database linking collisions to information about the built environment and public health, which is publicly available through the City's award-winning GeoHub. This database provided the foundation for further analytic efforts, such as the identification of intersections that satisfied warrant criteria for left-turn signalization, allowing the Los Angeles Department of Transportation ("LADOT") to successfully receive \$10 million in the Highway Safety Improvement Program Cycle 8 grants, the maximum amount available to the City of Los Angeles. The CITY will be presenting this effort at next year's Annual Meeting of the Transportation Research Board.

III. DESCRIPTION OF SERVICES - LACDPH

LACDPH, as part of its responsibilities, shall perform the following:

1. LACDPH will perform TECHNICAL SERVICES at the CITY's sole cost and expense. These TECHNICAL SERVICES include:
 - a. Continually update the Vision Zero High Injury Network and the Vision Zero Priority Corridor List using the most recently available collision data obtained from the Statewide Integrated Traffic Records System ("SWITRS") and develop maps reflecting changes.
 - b. Update currently used software tools, including the Collision Profile Tool that combines crash incidence with crash types, to include the most recently available SWITRS collision data.
 - c. Develop new software tools to identify additional potential project locations based on additional prioritization criteria, such as proximity to populations particularly vulnerable to traffic collisions, and identify possible low-cost systematic countermeasures that may mitigate primary crash type trends.
 - d. Provide technical support for members of the Vision Zero Data and Evaluation subcommittee to access and use the SWITRS collision data through the CITY's geospatial open data portal, the GeoHub.
2. LACDPH shall issue Work Order Solicitations (WOS) with its technical consultant(s) as needed for TECHNICAL SERVICES.
3. LACDPH will submit, to the CITY, quarterly invoices and reports. Invoices and reports shall be delivered to the CITY within thirty (30) calendar days of the end of the preceding quarter. The first quarter will begin the first day of the month that this LOA is executed. Invoices shall include detailed information including

description, date of the expense, business purpose, and amount. LACDPH shall attach supporting documents substantiating the expense. Quarterly reports and invoices shall be submitted to:

Nat Gale
Principal Project Coordinator
Department of Transportation
City of Los Angeles
100 S Main Street, 9th Floor
Los Angeles, CA 90012
E-mail: nat.gale@lacity.org

Julie Amaya
Project Assistant
Department of Transportation
City of Los Angeles
100 S Main Street, 9th Floor
Los Angeles, CA 90012
E-mail: julie.amaya@lacity.org

4. Within thirty (30) days of receipt of an approved quarterly invoice, CITY agrees to deposit with LACDPH a check in the amount of the approved invoice. The check shall be submitted to:

County of Los Angeles Department of Public Health
Financial Management
5555 Ferguson Dr., Suite 100-50
Commerce, CA 90022
Attention: Accounting Officer

IV. COMPENSATION

The total maximum obligation shall not exceed Two Hundred Thousand Dollars (\$200,000) to fund 100% of the TECHNICAL SERVICES.

V. MUTUAL AGREEMENTS

MUTUAL AGREEMENT:

1. This LOA contains the entire understanding of the PARTIES and cannot be amended or modified except by a written amendment executed by both PARTIES.
2. The unenforceability, invalidity, or illegality of any provision of this LOA shall not render the other provisions unenforceable, invalid, or illegal.
3. The sources of funding for this TECHNICAL ANALYSIS are Local funds. All contracts, expenses, and invoicing for this TECHNICAL ANALYSIS shall meet the requirements of CITY's funding sources which are included in ATTACHMENT A, attached hereto and by reference incorporated herein.
4. In addition to specific provisions of this LOA, delay in performance by any party hereunder shall not be a default where delays or defaults are due to war; insurrection; strikes; lock-outs; riots; floods; earthquakes; weather; fires; casualties; accidents; emergencies; acts of God; acts of the public enemy;

epidemics; quarantine restrictions; freight embargoes; lack of transportation; unusually severe weather; Federally-mandated inspections and maintenance; and/or any other causes beyond the control or without fault of the party claiming an extension of time for any such cause. An extension of time for any such cause shall only be for the period of the enforced delay, which period shall commence to run from the time of commencement of the cause.

5. This LOA shall be construed and interpreted under the laws of the State of California. Venue shall be located in courts in Los Angeles County.
6. In contemplation of the provisions of Government Code §895.2 imposing certain tort liability jointly upon public entities solely by reason of such entities being PARTIES to an agreement, as defined in Government Code §895, each of the PARTIES hereto, pursuant to the authorization contained in Government Code §895.4 and §895.6, will assume the full liability imposed upon it or any of its officers, agents or employees by law for injury caused by any negligent or wrongful act or omission occurring in the performance of this LOA to the same extent that such liability would be imposed in the absence of §895.2 of such code. To achieve this purpose, each party agrees to indemnify and hold harmless the other for any cost or expense that may be imposed upon such other solely by virtue of said §895.2. The provisions of Civil Code §2778 are made a part hereof as if incorporated herein.
7. Any notice sent by first class mail, postage paid, to the address and addressee, shall be deemed to have been given when in the ordinary course it would be delivered. The designated responsible persons of the PARTIES for the administration of this LOA, and to whom notices, demands and communications shall be given are as follows:

CITY:
Nat Gale
Principal Project Coordinator
Department of Transportation
City of Los Angeles
100 South Main Street, 9th Floor
Los Angeles, CA 90012
Email: nat.gale@lacity.org
Telephone: (213) 972-8625

LACDPH:
Tony Kuo, M.D., M.S.H.S.
Acting Director
Chronic Disease & Injury Prevention
LA County Dept. of Public Health
3530 Wilshire Blvd, 8th Floor
Los Angeles, CA 90010
Email: tkuo@ph.lacounty.gov
Telephone: (213) 351-7825

8. The CITY and LACDPH may change designated responsible persons at any time with fifteen (15) calendar days prior written notice.

VI. TERM

The term of this LOA will be effective February 21, 2017, and shall continue through June 30, 2019, or until the funds are fully disbursed, whichever occurs soonest.

VII. TERMINATION

This LOA may be terminated for any reason by either party within thirty (30) calendar days advance written notification to the designated responsible person of the other party as identified in section V.7. In the event of termination, all data received by the CITY up to termination date, shall remain in possession of the CITY. In the event of termination, any unexpended funds shall be transmitted from LACDPH back to the City within sixty (60) calendar days.

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IN WITNESS WHEREOF, the CITY OF LOS ANGELES and the COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH have caused this LOA executed and attested by their duly qualified and authorized officials.

**COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC HEALTH**

CITY OF LOS ANGELES

By: _____
Barbara Ferrer, Ph.D., M.P.H., M.Ed.
Director

By: _____
Seleta Reynolds
General Manager, LADOT

Date: _____

Date: _____

APPROVED AS TO FORM:

Mike Feuer
City Attorney

By: _____
Michael Nagle
Deputy City Attorney

ATTEST:

June Lagmay
City Clerk

By: _____
Deputy City Clerk

Date: _____

ATTACHMENT A

CITY OF LOS ANGELES VISION ZERO TECHNICAL SERVICES PROJECT FUNDING SOURCES & REQUIREMENTS

Funding Source Requirement

The TECHNICAL SERVICES will be funded by CITY's Measure R Local Return monies. Measure R is a voter-approved half-cent sales tax in Los Angeles County to finance new transportation projects and programs, and accelerate those already in the pipeline. The tax took effect on July 2009. Measure R alone does not fully fund all projects. The Measure contains an Expenditure Plan that identifies the projects to be funded and additional fund sources that will be used to complete the projects.

Audit and Inspection

Upon reasonable notice, CITY shall have reasonable rights to inspect, audit and copy, during normal business hours, LACDPH's records relating to its performance hereunder (and all costs incurred with respect thereto) for the TECHNICAL SERVICES, from the date hereof through and until expiration of three (3) years after the accepted completion of the TECHNICAL SERVICES, or such later date as is required under other provisions of this AGREEMENT. Examination of a document or record on one occasion shall not preclude further reexamination of such document or record on subsequent occasions. By providing any of its records to the CITY for examination, LACDPH represents and warrants that such records are accurate and complete. The PARTIES shall mutually agree upon any financial adjustment found necessary by any audit.

PARTIES shall include in any contracts entered into by CITY or LACDPH, respectively, for the performance of work on the TECHNICAL SERVICES hereunder the above requirements and require their respective contractors to include the above requirements in any subcontracts or purchase orders. In the case of such contractors, subcontractors and suppliers, the records subject to the above requirements shall include, without limitation, any relevant records as to which a tax privilege might otherwise be asserted.