

ATTACHMENT A

AMENDMENT NO. 1 TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LOS ANGELES AND CICLAVIA (C-123637)

This Amendment No. 1 to the Memorandum of Understanding ("MOU") between the City of Los Angeles ("City") and CicLAvia, Inc. ("Grantee") effective July 1, 2013 is dated September 29, 2014.

WHEREAS, the City and the Grantee entered into MOU (C-123637) on February 6, 2014, and the Grantee successfully implemented two CicLAvia events in October 2013 and April 2014; and

WHEREAS, the current MOU expires on September 30, 2014; and

WHEREAS, the City applied for the "2014 Open Streets Grant Program - Cycle 1" with the Los Angeles County Metropolitan Transportation Authority ("LACMTA") and was awarded \$366,773 for the "CicLAvia: the Valley" event, which will take place in the spring of 2015; and

WHEREAS, the County of Los Angeles ("County") applied for the same grant program with LACMTA and was awarded \$508,000 for the "CicLAvia: Heart of the LA" event, which has approximately three-fourths of the event route within the City; and

WHEREAS, the County has agreed to relinquish and LACMTA has agreed to provide \$416,000 to the City to support the cost of the event within the city limits; and

WHEREAS, the grant agreements for the "Open Streets Grant Program" include a provision for non-competitive negotiated consultant contracts; and

WHEREAS, given the limited time frame in which these additional events are scheduled to take place, and given the professional expertise and history of the Grantee in developing, quickly organizing, and operating car-free open street events in Los Angeles, the City continues to find that competitive bidding in this particular instance would be impractical, undesirable, and would not produce an advantage to the public interest in light of the purposes to be accomplished;

NOW THEREFORE, in consideration of the mutual terms and conditions contained in the MOU and herein, and in consideration of the promises, covenants, and agreements hereinafter set forth, the City and Grantee hereby agree the MOU is amended to include the following terms and conditions:

ARTICLE 1. TERM

1.1.1 The current term of the MOU, set to expire on September 30, 2014, shall remain in effect for an additional year and shall end on September 30, 2015, pending the approval of the City Council and Mayor of the City of Los Angeles.

ARTICLE 2. ALLOCATION OF THE FUNDS, INVOICE PROCEDURE, AND PAYMENT

- 2.1.1 The City will provide Grantee up to \$573,773 to be used for activities associated with the preparation and implementation of the “CicLAvia: Heart of the LA” event and the “CicLAvia: the Valley” event in accordance with the terms and conditions of the final executed versions of the attached LACMTA grant agreements for the associated events.
- 2.3.1 The Metro Open Streets Grant funds will be disbursed in accordance with both the City disbursement procedures and the LACMTA disbursement procedures, consistent with the terms and conditions of the final executed versions of the attached LACMTA grant agreements for the associated events.
- 2.2.1 The City will utilize approximately \$196,000 in additional TDA funds to cover City departmental services that are necessary for CicLAvia events and to reimburse the Grantee for activities associated with the preparation and implementation of the “CicLAvia: South LA” event. The Grantee’s expenditures for this event will be classified into the following two (2) categories:
- 1) Direct Expenditures (i.e. Production & Out of the Pocket expense): Any expense directly associated with the implementation of the event (e.g. equipment rental, traffic management plans, ambulance services, parking, etc.).
 - 2) CicLAvia Administrative Costs: Staff costs related to the planning, development, and promoting of the event.

These additional TDA funds will be applied to the expenditures on a category by category basis. The City will first cover City departmental services, then reimburse (1) direct expenditures as defined above from the remaining available funds, and then reimburse (2) administrative costs as defined above from any remaining funds.

ARTICLE 4. GRANTEE’S SCOPE OF WORK

- 4.1.1 CicLAvia agrees to provide three (3) additional CicLAvia open street events between October 1, 2014 and June 30, 2015, which include the following: Heart of LA on October 5, 2014, South LA on December 7, 2014, and the Valley in the spring of 2015.

ARTICLE 7. MISCELLANEOUS

- 7.5.1 Grantee shall implement a new competitive procurement strategy for event production and utilize that strategy for the production of CicLAvia open street events held after June 30, 2015 in the City of Los Angeles.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 1 to be duly executed and delivered as of the dates below with all the formalities required by law.

FOR: THE CITY OF LOS ANGELES

FOR: CICLAVIA

By: _____
Eric Garcetti
Mayor, City of Los Angeles

By: _____
Stephen Villavaso
President / Chairman
CicLAvia, Inc.

Date: _____

Date: _____

Approved as to form:
Mike Feuer
City Attorney

Attest:
Holly Wolcott
City Clerk

By: _____
Michael Nagle
Assistant City Attorney

By: _____
Deputy

Date: _____

Date: _____