


CITY OF LOS ANGELES
INTER-DEPARTMENTAL MEMORANDUM

Date: October 5, 2020

To: Honorable City Council
c/o City Clerk, Room 395
Attention: Honorable Mike Bonin, Chair, Transportation Committee

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

Subject: **EXTENSION TO CONTRACT C-129849 BETWEEN THE CITY OF LOS ANGELES
DEPARTMENT OF TRANSPORTATION AND CICLAVIA, INC.**

SUMMARY

The Los Angeles Department of Transportation (LADOT) requests authority to execute a Fifth Amendment to the Agreement with CicLAvia, Inc. This amendment will allow the City of Los Angeles (City) to implement its COVID-19 response Open Streets Program L.A. Al Fresco through 2021 and deliver grant-funded Open Streets events postponed due to COVID-19 in the future. All work covered under this Fifth Amendment will be performed within the existing contract ceiling.

RECOMMENDATION

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

1. Authorize the LADOT General Manager to execute a fifth amendment to extend Agreement C-129849 with CicLAvia, Inc. for 17 months (inclusive of five months extension previously authorized in CF 19-0661) to December 31, 2021, subject to the approval of the City Attorney as to form.
2. Authorize the inclusion of planning, communications, and delivery of Open Streets programs as part of COVID-19 emergency response, specifically L.A. Al Fresco, in this Fifth Amendment to Contract C-129849.
3. Authorize LADOT to make any technical adjustments as necessary and consistent with this action, subject to the approval of the Office of the City Administrative Officer; and AUTHORIZE the Controller to implement these instructions.

BACKGROUND

On February 2, 2017, following a Request for Proposals, the City awarded CicLAvia, Inc., the sole proposer, a three-year contract to deliver Open Streets events from July 30, 2017 through July 30, 2020. CicLAvia, Inc., a non-profit 501(c)(3) organization, is responsible for delivering Open Streets events for LADOT, including developing new routes, conducting community outreach and pre-event planning, and executing the events.

On July 3, 2019, the City Council authorized LADOT to extend the Agreement for five months from July 31, 2020 to December 31, 2020 (CF 19-0661) to align with the end of Metro Open Streets Grant Program Cycle 3. This allowed CicLAvia to deliver three grant-funded Open Streets events between July 31, 2020 and December 31, 2020.

On March 4, 2020, in response to the COVID-19 pandemic, the Mayor of the City of Los Angeles declared a local emergency pursuant to Los Angeles Administrative Code Section 8.21 et seq., (“Declaration of Local Emergency”). Subsequently, on March 28, 2020, the Metro Board of Directors approved Motion #2020-0375, “Open Streets Program Response to COVID-19,” authorizing Metro Open Streets Cycle 3 grantees to reschedule their Open Streets events to future dates, cancel their Open Streets events without penalty, or reallocate awarded funds to Open Streets programs designed specifically to respond to COVID-19 emergency circumstances and recovery. Creating spaces within the public right-of-way to support economic activity such as dining and vending are eligible uses for fund reallocation.

DISCUSSION

Since 2010, the City of Los Angeles partnered and contracted with CicLAvia, Inc., to produce 33 open streets events involving temporary street closures. These events bring Angelenos and visitors together to enjoy Los Angeles’s streets by temporarily transforming them into car-free public places. The events promote community exploration, active transportation, and economic vitality. Each event includes neighborhood-focused programming and celebrates streets as community hubs.

In the context of the COVID-19 emergency, there is an urgent need to configure Open Streets programming to respond to local recovery needs and provide safe outdoor space to support local economic viability.

L.A. Al Fresco

On May 29, 2020, the Mayor launched L.A. Al Fresco, a temporary program to support outdoor dining opportunities that allow customers and employees to maintain the physical distance recommended by public health officials.

The Al Fresco Program requires outreach and engagement support to increase overall understanding and awareness of the Program, recruit potential applicants, and provide applicants with technical support through the application process. CicLAvia will help guide businesses, BIDs, and/or stakeholders to determine the Al Fresco model that works best for them within LADOT guidelines. This contract will further allow the Department to meet the Al Fresco Program’s equity goals.

CicLAvia is uniquely qualified to fulfill the required scope of work demanded by the L.A. Al Fresco Program, including direct outreach to stakeholders, small businesses engagement, logistical planning and external communications associated with traffic control operations.

Metro Grant Awards & Reallocation

Through the Metro Open Streets Grant Cycle 3, Metro awarded a total grant amount of \$2,911,136 for nine events occurring within or passing through the City of Los Angeles, including funds shared with partner cities West Hollywood, Culver City, and Glendale. Of the total awarded events, the City and CicLAvia executed four, including two events for which Metro directly awarded the Cities of West Hollywood and Culver City as lead agencies. The City of Los Angeles has not executed five Metro-awarded events:

- Due to the Covid-19 pandemic, the City and CicLAvia, Inc. mutually agreed to cancel “Mid City-Venice” event also referred to as “CicLAvia to the Sea” event scheduled for April 26, 2020 and a “TBD/To Be Determined” event scheduled for June 2020.
- The City and the Contractor mutually agreed to tentatively postpone the Metro grant-funded events that were scheduled for August 16, 2020 and for October 2020 as identified in a previous Council Report (CF 19-0661). The City and CicLAvia mutually agreed to cancel these events.
- The City will tentatively implement a grant-funded South L.A. event by June 30, 2021, should public safety guidelines permit.

The grant award total for remaining events is \$1,235,000. Under the Metro guidelines “Open Streets Program Response to COVID-19: Guidelines for Cycle Three and 2020 Mini-Cycle Funding Reallocation,” postponed events may be delivered up to June 30, 2021. Additionally, awardees may request to repurpose funds for COVID-19 response programs, including but not limited to expanding one-day events to longer-term temporary traffic interventions; replacing a large, single-corridor event with many smaller, neighborhood-scale interventions; and creating spaces within the public right-of-way to support economic activity such as dining and vending. LADOT anticipates reallocating Metro grant funds from open streets events for work associated with the L.A. Al Fresco Program. LADOT requests to reallocate Metro funds are subject to administrative approval by Metro staff.

Agreement Extension

In the “Open Streets Program Response to COVID-19” guidelines, Metro extended the Open Streets Cycle 3 expenditure deadline from December 31, 2020 to June 30, 2021. Awardees may currently spend reallocated funds before June 30, 2021.

In light of emergency contracting procedures, and in anticipation that the ongoing public health crisis may continue to delay planned and funded Open Streets events under the existing agreement, LADOT requests authorization to extend the Agreement through December 31, 2021. This extension will provide sufficient time to implement planned and funded Open Streets events that LADOT does not reallocate funds from once Safer at Home restrictions are lifted. In preparation, LADOT plans to issue a Request for Proposals in spring 2021 for a new

contract to support the City in producing the Open Streets Program, assuming sufficient funds are available.

Cost Containment and Fiscal Restraint Measures

The current contract cap is \$2,204,500. Due to the cancellation of planned events originally included in this contract ceiling, there is a remaining balance of \$396,819.90. This contract value is sufficient to cover the Al Fresco scope of work and the planned grant-funded South LA event without modifying the contract amount over the existing cap.

Up to eighty percent of the Program costs are reimbursable under awarded Metro Open Streets Grants. The adopted budget provides full funding for the City local match through a variety of special funds. Further, the amended scope is essential to public health and safety in that it will support critical public health needs and emergency economic recovery by providing safe outdoor space that enables socially-distant activities, while remaining consistent with public health and safety guidelines.

Attached for your consideration is the draft amendment to Agreement C-129849 to extend the Agreement through December 31, 2021, to implement one Open Streets event and to perform the anticipated scope of work for L.A. Al Fresco.

FISCAL IMPACT

Open Streets events are largely funded through Metro Open Streets grants. The Adopted Budget provides front funding and City local match costs through Mobile Source Air Pollution Reduction (MSAPR) Trust Fund, Proposition C Local Transit Assistance (PCLTA) funds, Transportation Development Act (TDA) Article 3's Local Transportation Fund, and Measure M Local Return Fund. LADOT requests no additional funding over the current contract ceiling for C-129849. There is no impact to the General Fund.

FIFTH AMENDMENT TO AGREEMENT C-129849
BETWEEN
THE CITY OF LOS ANGELES
AND
CICLAVIA, INC.
FOR
THE OPEN STREETS PROGRAM

THIS FIFTH AMENDMENT to Agreement C-129849 between the City of Los Angeles (herein referred to as “City”), a municipal corporation, acting through the Department of Transportation (hereinafter referred to as “LADOT”), and CicLAvia, Inc. (hereinafter referred to as “Contractor”), a non-profit entity incorporated in the State of California, is entered into with reference to the following:

WHEREAS, on February 2, 2017, the City issued a Request for Proposal (RFP) for an Open Streets Program that provides safe, accessible opportunities to bicycle, walk, and play on public roadways temporarily opened only to people and Contractor was the only respondent to the RFP;

WHEREAS, the parties entered into Agreement C-129849 on August 11, 2017, wherein Contractor agreed to promote bicycle and pedestrian awareness through temporary public spaces free of cars and traffic for a three-year term beginning July 31, 2017 through July 30, 2020;

WHEREAS, the LADOT desired in a First Amendment to Agreement C-129849 to replace the South Los Angeles event in January of 2018 with the Pacoima event on June 24, 2018, due to ongoing construction work by Metro along Crenshaw Boulevard in the heart of the South LA community;

WHEREAS, the LADOT desired in a Second Amendment to Agreement C-129849 to: a) update Year 1 events and amend Year 2 events to include CelebrateLA: LA Phil to occur on September 30, 2018; b) correct an error in “Repeat Route” compensation ceiling from \$161,100 to \$161,000; c) correct an error in the total City will retain of the Los Angeles County Metropolitan Transportation Agency (Metro) grant funds to cover cost of necessary City services from \$528,000 to \$531,500; d) update the City’s Standard Provisions for City Contracts (Rev. 10/17) [v.3]; and e) add contracting language as required by ordinance of all City contracts;

WHEREAS, the LADOT desired in a Third Amendment to Agreement C-129849 to: a) update Year 2 events; b) update Year 3 events; c) amend Heart of LA Scope of Work for Year 2; and add the Culver City-Mar Vista-Palms event and LADOT partial cost for the event;

WHEREAS, the LADOT desired in a Fourth Amendment to Agreement C-129849 to: a) update Year 2 events with the specification of the Mid City Meets Pico Union event; b) update the scope of work for

Heart of LA 2019 to occur on October 6, 2019 to reflect a change of route; and c) remove the Iconic Wilshire route in Year 3 to be replaced by a route to be determined;

WHEREAS, on March 4, 2020, the Mayor of the City of Los Angeles (“Mayor”) declared a local emergency pursuant to Los Angeles Administrative Code (“LAAC”) Section 8.21 et seq., (“Declaration of Local Emergency”);

WHEREAS, on March 6, 2020, the City Council approved a resolution ratifying the Declaration of Local Emergency;

WHEREAS, in January of 2020 the World Health Organization (“WHO”) declared the outbreak of novel Coronavirus 2019 (“COVID-19”) a global health emergency and on March 11, 2020 the WHO designated the outbreak as a pandemic;

WHEREAS, on March 3, 2020, the Governor of the State of California (“Governor”) declared a state of emergency as a result of the COVID-19 pandemic, pursuant to the California Emergency Services Act and section 8625 of the California Government Code;

WHEREAS, on March 4, 2020, the Los Angeles County Board of Supervisors and Department of Public Health declared a local and public health emergency in response to the increased spread of COVID-19;

WHEREAS, on March 13, 2020 the President of the United States (“POTUS”) declared the COVID-19 pandemic an emergency (“US COVID-19 Emergency Declaration”) pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121-5207 (“Stafford Act”) thereby allowing reimbursement of eligible emergency protective measures taken to respond to the COVID-19 emergency;

WHEREAS, due to the COVID-19 pandemic, the “Mid City-Venice” event also referred to as “CicLAvia to the Sea” event scheduled for April 26, 2020 and a “TBD/To Be Determined” event scheduled for June 2020 as identified in the Fourth Amendment are hereby cancelled;

WHEREAS, on May 29, 2020 the Mayor launched L.A. Al Fresco, a temporary program to support outdoor dining opportunities which allows customers and employees to maintain the physical distance recommended by public health officials; and

WHEREAS, LADOT has an urgent need for outreach, planning and logistical assistance for the LA Al Fresco program, under the direction of LADOT, for these on-street dining opportunities; and

WHEREAS, on March 28, 2020, the Metro Board of Directors approved approved Motion #2020-0375, “Open Streets Program Response to COVID-19,” authorizing Metro Open Streets Cycle 3 grantees to reallocate awarded funds to Open Streets programs designed specifically to respond to COVID-19 emergency circumstances and recovery; and

WHEREAS, on October XX, 2020, the City Council authorized LADOT to extend the agreement for seventeen months to December 31, 2021 (C.F. 19-0661); and

WHEREAS, the City desires in this Fifth Amendment to extend the term of the agreement by seventeen months through December 31, 2021 to implement one (1) full event, “South LA”, that has been awarded Open Streets grant funding by Metro in Year 4 of the agreement, and add scope of work for the LA Al Fresco open streets events.

NOW, THEREFORE, in consideration of the above premises, and the mutual covenants herein contained, the parties hereto agree to amend Contract C-129849 as follows:

1. ARTICLE 1. TERM, subsection 1.1 is hereby deleted in its entirety and replaced by the following:

The term (“Term”) of this Agreement shall commence on July 31, 2017 (“Effective Date”) and shall end on December 31, 2021.

2. ARTICLE 2, CONTRACTOR’S SCOPE OF WORK,, is hereby deleted in its entirety and replaced by the following:

- 2.1. The Contractor’s scope of work for regular CicLAvia Open Streets events shall include the implementation of the following planned events and events to be specified:

Year	Event	Date	Route Length	Event Type
Year 1 (FY 17/18)	San Pedro Wilmington (A1)	8/13/2017	4.2	New Route
	Heart of LA (A2)	10/8/2017	6.0	Repeat Route
	Iconic Wilshire (A3)	12/10/2017	6.3	Repeat Route
	Valley: Pacoima, Arleta, Panorama City (A6)	6/24/2018	4.0	Repeat Route
Year 2 (FY 18/19)	CelebrateLA: LA Phil (A7)	9/30/2018	8.0	New Route
	Heart of LA (A4)	12/2/2018	6.0	Repeat Route
	Culver City Meets Palms (A8)	3/03/2019	1.4	Route Portion
	Wilmington (A9)	April 2019	2.25	Repeat Route
	Mid City Meets Pico Union (A15)	6/30/2019	4	New Route

Year 3 (FY 19/20)	Heart of LA (A10)	10/6/2019	6.0	Repeat Route
	West Valley (A11)	Dec 2019	8.0	New Route
	South LA / Watts (A12)	Feb 2020	5.8	New Route
	CicLAvia to the Sea	April 2020	9.0	Cancelled; to be paid at actual costs
Year 4 (FY 20/21)	South LA (A16)	Dec 2020, or TBD as permitted by law and under public health guidelines	5.8	New Route

In Year 1 of the Contract, the Contractor shall implement four (4) events as listed in the above table and the Scope of Work (SOW) for the corresponding events detailed in Attachments A1 to A3 and A6. The maximum compensation for the Year 1 scope of work is \$696,500, consisting of one (1) Metro-funded “new route” at \$213,500, three (3) Metro-funded “repeat routes” at \$161,000 each.

In Year 2, the Contractor shall implement four (4) full events, which may include neighborhood open streets events, as listed in the above table and the SOW for the corresponding events detailed in Attachments A4, A7, A8, A9 and A15. Year 2 events will include the CelebrateLA: LA Phil “new route” (See Attachment A7 for detailed Scope of Work and route map), to be paid by LA Phil; the December 2018 Heart of LA “repeat route,” funded by Metro Open Streets Grant Cycle 2, to be compensated at \$161,000; the Wilmington “repeat route”, to be compensated at \$161,000; and the Mid City Route, to be compensated at \$213,500. Additionally, as part of the Culver City Meets Palms route organized by Culver City, the Contractor shall implement a 1.4 mile route portion in the City of LA to be funded by the LADOT at a rate not to exceed \$10,000.

In Year 3, the Contractor shall implement three (3) full events, as listed in the above table and the SOW for the corresponding events detailed in Attachments A10 to A13 and A15, attached hereto and incorporated herein. Year 3 events will include the Heart of LA "repeat route" to be funded by Metro Open Streets Grant Cycle 3 (OS3); the West Valley "new route" to be funded solely by the LADOT; and the South LA / Watts "new route" to be funded by Metro OS3. The CicLAvia to the Sea "repeat route," awarded funded by Metro OS3, is cancelled and the Contractor shall be paid at actual costs for the event.

In Year 4, the Contractor shall implement one (1) full event, as listed in the above table and according to the SOW for the corresponding event detailed in Attachment A16, attached hereto and incorporated herein. In Year 4, the South LA/Crenshaw “new route” will be funded by the Metro Open Streets Grant Cycle 3 (OS3). The event date for this event will be mutually agreed upon by the City, the Contractor and Metro after the restriction for large gatherings is lifted by the City.

- 2.1.1. For all events, the Contractor will be required to secure the necessary special events permit(s) through the Bureau of Street Services from which cost estimates for the necessary City services will be calculated. The City shall determine its final costs sixty (60) days after an event.
- 2.2. In Year 4, the Contractor shall also implement the L.A. Al Fresco Open Streets program. The Contractor's scope of work for L.A. Al Fresco Open Streets events shall include the implementation of the following tasks:
- 2.2.1. Applicant Outreach: Create and maintain an internal outreach database of neighborhoods, corridors, neighborhood organizations, potential business groups and individual restaurants to coordinate outreach efforts. The list shall highlight lower income areas, BIPOC-owned businesses and COVID impacted neighborhoods.
- 2.2.1.1. Outreach out to BIDs, chambers, individual businesses, business leaders and other community stakeholders to generate interest in LA Alfresco, and provide assistance with the application process. Outreach shall focus on lower income areas, BIPOC-owned businesses and COVID impacted neighborhoods. Outreach shall also be used to determine the interests and needs of the businesses and communities for outdoor dining before applying.
- 2.2.1.1.1. *Deliverable: Outreach plan and outreach database, including list of BIDs, chambers, individual businesses, business leaders, and stakeholders to engage*
- 2.2.1.1.2. *Deliverable: Monthly written report on status of outreach and response, including the name of the organization and the type of outreach (phone call, email, flyer drop off) along with observations on barriers to response*
- 2.2.1.2. Assistance and guidance for businesses, BIDs, and/or stakeholders on best practices for design, structure, logistics, and maintenance of outdoor dining set up options including, but not limited to:
- Each restaurant uses its own furniture and is responsible for maintaining it.
 - Restaurants allow only their customers to use their seating.
 - Shared seating model – each restaurant brings out furniture for anyone to use.
 - Rental model – CicLAvia assists with renting or acquiring furniture for businesses
 - (for temporary projects during mini street closures and/or Al Fresco).

- 2.2.1.2.1. *Deliverable: Monthly written report on the status of assistance by applicant, including the name of the applicant and the type of assistance provided*
- 2.2.1.3. Institute a shared partnership model where the Contractor applies on behalf of restaurants or street vendors who do not have access to existing community organizations and resources.
 - 2.2.1.3.1. *Deliverable: Monthly written report on the progress of partnership models*
- 2.2.1.4. Serve as a liaison between the City and all existing AI Fresco applicants including supporting community partners monitoring efforts and relaying additional community partner roles assigned by the City.
 - 2.2.1.4.1. *Deliverable: weekly coordination calls to report verbally on progress of liaison work*
- 2.2.1.5. Translation of City produced program material including but not limited to a fact sheet, mailers, website copy, and emails.
 - 2.2.1.5.1. *Deliverable: Consultant shall produce one page fact sheet in Spanish and translation of program collateral materials as needed.*
- 2.2.1.6. Language interpretation of program application/information to applicants.
 - 2.2.1.6.1. *Consultant shall call and respond via email to applicants through the application portal in Spanish, Japanese, and other languages as needed.*
- 2.2.2. The consultant shall support implementing and maintaining LA AI Fresco project typologies with materials that are identical to existing materials or are to the satisfaction of LADOT. Consultant shall work within the LADOT street closure framework for LA AI Fresco to implement and maintain curbside dining and lane closures.
 - Deliverable: Propose conceptual designs and potential curbside dining locations for BIPOC restaurants.*
 - 2.2.2.1. Maintain LA AI Fresco projects with materials that are identical to existing materials or are to the satisfaction of LADOT. Consultant shall work within the LADOT street closure framework for LA AI Fresco to implement and maintain curbside dining and lane closures.

- 2.2.2.2. Provide specialized equipment, signage, and other set up to allow for a safe and secure environment.
- 2.2.2.3. Provide field and project assessments as requested by LADOT.
- 2.2.2.4. Provide overall project maintenance, including but not limited to graffiti abatement, powerwashing, rearranging of furniture and overall cleaning.

2.2.3. Street Vendor Coordination and Support

Street vendors are able to participate in LA Al Fresco either as a sole applicant or as a group of vendors within designated areas that would be within parking lanes, travel lanes or on streets that have implemented a full street closure. As applicants, a single, permitted street vendor is able to apply for curbside dining space. A group of four or more businesses and/or street vendors are able to apply for parking lane, travel lane or full street closures. As vendors, brick and mortar businesses or community organization applicants who are granted a parking lane, travel lane or full street closures must designate sufficient space for street vendors to operate within.

- 2.2.3.1. The consultant shall support street vendor participation in LA Al Fresco with development and implementation of LA Al Fresco dining after they have applied for the program. With input from Street Vending Program staff at StreetsLA, the consultant shall coordinate the availability of street vending space and assist street vendors with applications for and implementation of parking lane, travel lane or full street closures. The City of Los Angeles will provide additional outreach and technical assistance for street vendors via existing Street Vending program contracts with Imagen Group and T.R.U.S.T. South LA or other entities as directed by StreetsLA.
- 2.2.3.2. In at least 15 corridors or areas, the Contractor will determine the needs of street vendors to benefit from formalized outdoor dining set ups in the public right of way. Contractor should seek opportunities and determine feasibility for public right-of-way space that allows street vendors to operate within their normally permitted areas or other spaces as requested. This includes working with street vendors to identify ideal locations for vending and working with street vendors to determine who is responsible for infrastructure needs and oversight.

2.2.4. Visual Communication and Media

The consultant shall develop and design multilingual printed and digital collateral including fact sheets, posters, and guides to help restaurant owners and potential customers better understand the LA Al Fresco Program for fifteen (15) corridors and areas. Languages to be included are – English, Spanish, Korean, Tagalog, Japanese, Armenian and Chinese.

2.3. No funding provided through this Agreement will be used to cover any other public agency's costs that may be associated with events outside the City.

2.4. The compensation ceiling for each contract year will be based on the number and type of events and programs per the Table in Section 2.1 and the SOW in Section 2.2, set in accordance with the rate schedule set forth in Article 4, subsection 4.1, and the amount of funding approved by the City.

3. Attachment A16 - CicLAvia Scope of Work - South LA/ Crenshaw- is hereby attached hereto and incorporated herein.

4. ARTICLE 4, ALLOCATION OF FUNDS, INVOICE PROCEDURE, AND PAYMENT, is hereby deleted in its entirety and replaced by the following:

4.1. The City will compensate the Contractor for each event based on the following schedule. For L.A. Al Fresco, the City agrees to pay full compensation for services completed.

Program Component	Length (miles)	Compensation Ceiling
New Event Route	4 or more	Up to \$213,500
Repeat Event Route	4 or more	Up to \$161,000
Neighborhood Route	1 to 3	Up to \$100,000
L.A. Al Fresco Program	Varies	Up to \$250,000

4.1.1. Additional Services: The need for additional types of outreach, planning and logistical services not specifically listed in Attachment B may be required during the term of the contract. For those services, LADOT will request the rate for service, and the Contractor shall determine the feasibility of performing the service, and upon agreeing to perform the service shall provide a rate that is proportional in price to the service. Both parties shall agree to the scope of the service and the cost before commencing work.

- 4.1.2. Payments to Contractor may be withheld by City, if Contractor fails to comply with the provisions of this Agreement.
- 4.2. For Metro grant-funded programs, the funds will be disbursed in accordance with both the City and Metro disbursement procedures. Metro typically break down the eligible costs into three different categories: outreach costs, pre-event planning costs, and event day costs (staffing, rentals, permits etc.). The Contractor is required to prepare all invoices in accordance with the required cost break-down in the grant agreement between the City and Metro for each event.
- 4.3. Invoice Procedures and Requirements

- 4.3.1. For the length of the Contract, invoices should be submitted within thirty (30) days upon the receipt of all requested services for each service project. Contractor will email invoices in PDF format to the LADOT Project Managers and copy the LADOT Contract Manager.

Attention: Clare Eberle, Active Transportation Division
clare.eberle@lacity.org
Rosemary McCarron, Vision Zero Division
rosemary.mccarron@lacity.org
City of Los Angeles, Department of Transportation
100 S. Main Street, 10th Floor Los Angeles, CA 90012

- 4.3.2. All invoices for services must include the following information for payments to be processed. The City may request in writing changes to the content and format of the invoice and supporting documentation at any time. City reserves the right to request additional supporting documentation to substantiate costs at any time.

- The company's official logo, or an official letterhead
- Name and address of company or firm
- Date of Invoice. Invoices that are revised shall provide the date of invoice revision
- Invoice Number
- Agreement Number
- Date(s) that services were performed
- Pricing that references the rates in Attachment B - Fee Schedule for AI Fresco programs
- The price code and description of services of each service listed by line item for AI Fresco programs
- Total amount payable

4.3.3. Backup Documentation

Backup Documentation for Services Billed Hourly: All eligible services provided by the Contractor, subcontractors, and vendors billed on an hourly basis shall include: a) payroll register and time sheets or hourly logs; b) cancelled checks and bank statements documenting the transfer of funds; c) brief description of services performed and their direct relationship to events; d) fully burdened billing rate; and, e) a summary sheet showing Contractor employee's percent of hours spent on the open streets event to ensure funds were not used to fund one full employees' annual salary in accordance with funding guidelines.

Backup Documentation for Fixed-Fee Services: All services provided by the Contractor, subcontractors, and vendor billed on a fixed-fee basis shall include: a) fully executed service contract agreement or documentation of vendor services; b) brief description of services performed and their direct relationship to the events; or, c) basis for billing rate (e.g., number or quantity of items purchased, rented, etc.), d) a reasonable allocation method used.

4.3.4. The City will review submitted invoices and the accompanying documentation. If invoiced items are determined by the City to be eligible expenses as described in Section 4.6, the City will approve payment of the submitted invoices. In an instance where additional documentation may be required for a portion of the submitted invoices, the City shall authorize and issue partial payment to the Contractor. The City shall then contact the Contractor to resolve any discrepancies between the invoiced amount(s), the authorized payment amount(s), and shall issue the remaining partial payment if the expenses qualify as eligible expenses.

4.3.5. The City will review, approve, process and issue payment to the Contractor within thirty (30) business days from the receipt of the invoices.

4.4. Eligible Expenditures include the following:

- Direct Expenditures: Expenses directly associated with the implementation of the event, such as equipment rental, traffic management plans, ambulance services, printing, etc.
- Indirect Expenditures: Expenses not directly associated with the implementation of the event, such as employee medical benefit, office or storage rental, office supplies, etc. If the Contractor performs work for other other municipalities for open streets events, the indirect costs reimbursed under this Agreement should be both identifiable and equitable. Before the Contractor submits the first

invoice under this Agreement, the Contractor shall present the proposed types of indirect expenditures sought for reimbursement and the indirect cost rates or method that reflect a reasonable and equitable Page 5 of 11 distribution of costs across the Contractor's operating costs. All invoices shall reflect only the indirect costs and rates approved by the City.

If requested for reimbursement, the City will reimburse the Contractor insurance costs for coverage deemed necessary by the City's Risk Manager as shown in Attachment D, and as an indirect cost. The City will not reimburse any insurance cost for coverage above and beyond the coverage specified by the City's Risk Manager. In cases where the same insurance covers other city's Open-Street events, the insurance costs should be allocated on a reasonable basis.

The City will reimburse CicLAvia all the direct expenditures first before the indirect expenditures on an event to event basis.

5. ARTICLE 9, INTERPRETIVE PROVISIONS AND UNDERSTANDINGS, subsection 9.1, is hereby deleted in its entirety and replaced by the following:

This Agreement constitutes the entire agreement between the Contractor and the City with respect to delivery of Open Streets events and the L.A. Al Fresco Program in the City of Los Angeles no later than December 31, 2021 and approval of this contract by the Mayor. Changes will not be valid unless made by supplemental written agreement and executed by the Mayor and/or the City Council, the Contractor, or their designees. This Agreement may be signed by the parties hereto in counterparts with the same effect as if the signatories to each counterpart signed a single instrument. All counterparts when taken together shall constitute an original of this Agreement.

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

[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

CicLAVia, Inc., a California Non-Profit Corporation

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

By*: _____
Catherine Geanuracos
Chairman, Board of Directors

Date: _____

Date: _____

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

By**: _____

By: _____
Michael Nagle
Deputy City Attorney

Title: _____

Date: _____

Date: _____

ATTEST:
HOLLY L. WOLCOTT, City Clerk

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

By: _____

Date: _____

* 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.

City Agreement Number: C-129849

Council File Number:

ATTACHMENT A16

Scope of Work

South LA / Crenshaw Route

CicLAvia Scope of Work

Event Name: South LA / Crenshaw Route

Event Date: December 2020, or future date to be determined as permitted by law and public safety guidelines, subject to approval by Metro

Event Description:

The City of Los Angeles – Department of Transportation (LADOT) will partner with CicLAvia (a non-profit organization) for the **CicLAvia – South LA/ Crenshaw route that will occur in December 2020**. During the event, streets will be closed to cars and open for cyclists, pedestrians, runners and skaters to use as a recreational space. The event will include 3 Hubs that will serve as central points of community, art, and cultural activities, as well as locations for first aid, bike repair, and general CicLAvia event information. CicLAvia will partner with local and regional organizations, such as local arts groups, schools, cultural institutions, health and recreational groups to provide programming activities along the route.

Event Locations:

The **CicLAvia: South LA/Crenshaw Route** will travel on Crenshaw Boulevard from the Expo/Crenshaw E-Line Station Area to Martin Luther King, Jr. Boulevard, turn east to travel on Martin Luther King, Jr. Boulevard to Central Avenue in Historic South Central LA and include a route portion in Expo Park. The route will pass through the neighborhoods of Leimert Park, Exposition Park, Vermont Square, and Historic South Central. The total route will be approximately 5.8- 6 miles in length. There is no official starting point or ending point, but rather participants can enter the open streets event at any point along route. Along the open streets routes, there will be crossing points at major intersections for vehicle traffic to cross the route. The route itself is closed to vehicle traffic.

Roles and Responsibilities:

The City of Los Angeles Department of Transportation (LADOT) will partner with CicLAvia to produce this open street event. The City of Los Angeles and its departments are responsible for enforcing street closures and delivering streets that are cleared of automobiles to CicLAvia, and the cities are responsible for providing traffic control and public safety during the event.

CicLAvia is responsible for the production of the event, which includes advance planning, permitting, outreach, programming, and working with key stakeholders in programming the event.

- CicLAvia will coordinate the planning and outreach with city councils, commissions, city/county departments, relevant permits, and other management related activities.

- CicLAvia will direct all day-of-event logistics that include setting up HUBS, volunteer management and all necessary signage.
- CicLAvia will coordinate and lead the rentals of equipment related to the HUBs and other programming needs along the route.
- CicLAvia works closely with all City and County departments to create a strategic route plan and develop program elements for each of the open streets events in Los Angeles.
- CicLAvia will conduct all necessary outreach along the route and encourage stakeholder participation and support. Outreach will include pre-planning outreach and meetings with key stakeholders.
- CicLAvia will implement communications strategy and social media outreach for the event.
- CicLAvia will develop all outreach materials, including, but not limited to outreach flyers, business engagement materials, and residential/business notifications.
- CicLAvia will work with Metro, and other transportation agencies to determine appropriate bus line detours due to event street closures. Informational brochures will be available to regular Metro riders on buses and at transit stations.