

**REAP 2.0 PLANNING GRANT PROGRAM  
FUNDING AGREEMENT**

This Funding Agreement (“Agreement”) is dated for reference purposes only August 21, 2025, and is by and between the Los Angeles County Metropolitan Transportation Authority (“LACMTA”) and the South Bay Cities Council of Governments (the “Agency”) to provide funding as part of the 2021 Regional Early Action Planning Grants Program (“REAP 2.0”).

**RECITALS**

- A. REAP 2.0 is administered by the State of California Department of Housing and Community Development (“HCD”). The program was established to make funding available to Metropolitan Planning Organizations (“MPOs”) and other regional entities for transformative planning and implementation activities that meet housing and equity goals, reduce Vehicle Miles Traveled per capita, and advance implementation of the region’s Sustainable Communities Strategy or Alternative Planning Strategy, as applicable. All activity conducted about said program shall follow the Health and Safety Code sections 50515.06 to 50515.10 (“Statutes”).
- B. Southern California Association of Governments (“SCAG”) is the federally designated MPO for Southern California, primarily responsible for the development of a Regional Transportation Plan/Sustainable Communities Strategy (“RTP/SCS” also known as “Connect SoCal”) for the counties of Imperial, Los Angeles, Orange, San Bernardino, Riverside, and Ventura (“REAP 2.0 Guidelines”). HCD awarded a total of \$246,024,084 to SCAG under REAP 2.0 Planning Grant Program.
- C. On November 3, 2022, SCAG approved the Program Guidelines (“Program Guidelines”) for the REAP 2.0 County Transportation Commission Partnership Program (“Program”), which authorized up to \$80,000,000 to fund county-specific projects.
- D. On April 12, 2023, the SCAG opened the Call for Applications, and LACMTA submitted eleven (11) applications for LACMTA-led and LACMTA-partnered (COG-led) planning, program, and infrastructure projects. On July 6, 2023, the SCAG Regional Council approved awards totaling \$38.3 million for ten projects in Los Angeles County. This total includes \$31.9 million for six LACMTA-led projects and \$6.3 million for four (4) COG-led (“Pass-Through”) projects.
- E. On July 27, 2023, the LACMTA Board authorized the LACMTA Chief Executive Officer (“CEO”) or their designee to negotiate and execute Pass-Through Agreements with agencies that will implement projects awarded through the County Transportation Commission Partnership Program. Specific to this Agreement, the LACMTA Board of Directors approved an award of \$404,250 to the Agency for the Developing Neighborhood Mobility Hub Pilot Projects (the “Project”).

- F. A Letter of No Prejudice (“LONP”) was issued for the Project on September 30, 2024, allowing the Agency to use funds under the Agency’s control to begin or continue work on the Project.
- G. The total cost of the Project described in the Scope of Work (attached hereto as Attachment A) and the Scope Approval Form (“SAF”) (attached hereto as Attachment C) is \$404,250.
- H. Eligible Expenses are described in the Budget and Schedule (attached hereto as Attachment B) and the SAF (Attachment C).
- I. LACMTA assumes no responsibility for the funding of any portion of the Project.
- J. The parties desire to execute this Agreement and are subject to the terms and conditions contained in this Agreement.

NOW, THEREFORE, the parties hereby agree as follows:

The terms and conditions of this Agreement consist of the following, and each is incorporated by reference herein as if fully set forth herein:

- 1. Part I - Specific Terms of the Agreement
- 2. Part II - General Terms of the Agreement
- 3. Attachment A – Scope of Work
- 4. Attachment B – Budget and Schedule
- 5. Attachment C – Executed Scope of Work Approval Form
- 6. Attachment D – Reporting and Expenditures Guidelines
- 7. Attachment E – Invoice/Progress Report Template
- 8. Attachment F – LACMTA/SCAG Memorandum of Understanding No. M-008-24
- 9. Attachment G – Memorandum of Understanding No. M-008-24 Amendment No. 1

In the event of a conflict, the Specific Terms of the Agreement and the Attachments shall prevail over the General Terms of the Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the dates indicated below:

LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: \_\_\_\_\_

Stephanie Wiggins  
Chief Executive Officer

Date: \_\_\_\_\_

APPROVED AS TO FORM:

DAWYN R. HARRISON  
County Counsel



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By: \_\_\_\_\_

Deputy

Date: \_\_\_\_\_

SOUTH BAY CITIES COUNCIL OF GOVERNMENTS

By: \_\_\_\_\_

Bernadette Suarez  
Board of Directors Chair

Date: \_\_\_\_\_

APPROVED AS TO FORM: (Optional)

By: \_\_\_\_\_

Michael Jenkins  
Counsel to the South Bay Cities Council of Governments

Date: \_\_\_\_\_

**PART I**  
**SPECIFIC TERMS OF THE AGREEMENT**

1. Title of the Project (the "Project"): Developing Neighborhood Mobility Hub Pilot Project. Agreement # 9200000000R2LA10.
2. To the extent the Funds are available, LACMTA shall provide to the Agency a one-time award of REAP 2.0 Planning Grant Program, based on Project eligibility and funds available, in the amount of \$404,250 (the "Funds") for the Project, following the terms of this Agreement. The LACMTA Board of Directors' action of July 27, 2023, approved the Developing Neighborhood Mobility Hub Pilot Project award of the Funds to the Agency for the Project.
3. This one-time award shall be on a reimbursement basis. The Agency must provide the appropriate supporting documentation with the Quarterly Invoice/Progress Report (attached hereto as Attachment E).
4. The Agency shall complete the Project as described in the "Scope of Work" (attached hereto as Attachment A). The Scope of Work includes a description of the Project and a detailed narrative description of the work and tasks to be completed, including project deliverables, by the Agency. The Project scope of work shall adhere to the Project Budget and Schedule (attached hereto as Attachment B), consistent with the current executed "Scope Approval Form" ("SAF") (attached hereto as Attachment C).
5. If the Agency is consistently behind schedule in accomplishing tasks or in delivering the Project, per Attachments A and B, then LACMTA shall have the option to deobligate the funds and terminate this Agreement for default as described in Part II, Sections 10 and 11.
6. The Agency must demonstrate a clear and significant nexus to all the REAP 2.0 Goals and Objectives, as described in Section 9 of the Memorandum of Understanding (the "MOU") between LACMTA and SCAG (attached hereto as Attachment F), and must carry out the Projects to meet the REAP 2.0 Goals and Objectives. Any lack of action or action inconsistent with REAP 2.0 Goals and Objectives may result in a review and could be subject to modification of funding, termination of this Agreement, and repayment of the Grant Funds.
7. For all agreements entered into containing funds provided under this Agreement or to perform work under this Agreement, the Agency shall procure in compliance with all applicable federal, state, and local laws and regulations.
8. Upon request, the Agency shall provide information to the LACMTA Project Manager regarding any existing solicitation, including but not limited to Requests for Proposals, Invitations for Bids, Requests for Qualifications, and Requests for Quotation (collectively "RFP"). For new RFPs developed or finalized after the Effective Date of this Agreement, the Agency shall provide a copy of the RFP to the LACMTA Project Manager. LACMTA may require documentation of RFPs and Notices to Proceed before approval of invoice reimbursement.



9. The Agency's Project Manager shall be responsible for production and submittal for approval of all deliverables, consistent with the most current executed SAF.
10. Eligible Project expenses and reporting procedures are defined in the Reporting and Expenditure Guidelines (the "Guidelines") (attached hereto as Attachment D).
11. The duration of the Agreement, as evidenced in Attachments B and C, the Project completion date, and all eligible costs, shall be incurred and invoiced during the Project schedule or before June 30, 2026.
12. The Agency shall ensure that the award-funded work is consistent with the implementation of strategies contained in the Guidelines (Attachment D). If, upon review of the Quarterly Invoice/Progress Report (Attachment E), LACMTA finds that the Project is not consistent with REAP 2.0 Planning Grant Program recommendations, LACMTA may have the option to deobligate the funds and terminate this Agreement for default as described in Part II, Sections 10 and 11.
13. By January 26 of each year following receipt of funding under this Agreement, the Agency shall submit an Annual Report. The Annual Report shall include, in narrative form, a description of services performed by the Agency's staff and Consultant(s) as well as progress toward completion of tasks related to the Project for the prior year, a reporting of all costs incurred for that period, and progress achieved toward the REAP 2.0 Goals and Objectives.
14. When the Project is finalized, no later than July 24, 2026, the Agency shall submit a Close-Out Report for the Project. At the time of the execution of this Agreement, the requirements for the Close Out Report are not yet available, and LACMTA shall provide guidance on this report at a future date.
15. Notice shall be given to the parties at the address specified below unless otherwise notified in writing of a change of address. Any notice required or permitted to be delivered hereunder shall be deemed to be delivered upon receipt at the correct address by United States mail, postage prepaid, certified or registered mail, return receipt requested, or by Federal Express or other reputable overnight delivery service addressed to the parties hereto as follows:

LACMTA's Address:

Los Angeles County Metropolitan Transportation Authority  
One Gateway Plaza  
Los Angeles, CA 90012  
Attention: Anne Flores; Mail Stop 99-23-3  
Email: floresa@metro.net  
Phone: 213-922-4894

AGENCY's Address:

South Bay Cities Council of Governments  
357 Van Ness Way, Suite 110  
Torrance, CA 90501

Name: Jacki Bacharach, Executive Director

Email: [jacki@southbaycities.org](mailto:jacki@southbaycities.org)

Phone: 310-371-7222

**PART II**  
**GENERAL TERMS OF THE AGREEMENT**

**1. LACMTA COST**

1.1 The Agency agrees to pay LACMTA \$20,212.50 (“LACMTA costs”). This amount is included in Attachments B and C as “Administration.”

1.2 LACMTA shall submit an invoice to the Agency, upon execution of this Agreement, in the amount specified in subsection 1.1. The Agency shall remit the invoiced amount to LACMTA within a reasonable period of its receipt, not to exceed forty-five (45) calendar days.

**2. TERM**

2.1 The term of this Agreement shall commence on the date this Agreement is fully executed and shall expire upon the occurrence of all of the following unless terminated earlier as provided herein: (i) the agreed upon Attachment A, Scope of Work and Attachment B, Budget and Schedule has been completed; (ii) all LACMTA audit and reporting requirements have been satisfied; and (iii) the final disbursement of the Funds has been made to Agency for any reimbursement requests covering eligible expenses through June 30, 2026. The parties understand and agree that certain covenants and agreements specifically remain in effect after the expiration or termination of this Agreement.

2.2 Should LACMTA determine there are insufficient Funds available for the Project, LACMTA may terminate this Agreement by giving written notice to the Agency at least thirty (30) days in advance of the effective date of such termination. If this Agreement is terminated according to this section, LACMTA will not reimburse the Agency any costs incurred after the termination date.

**3. INVOICE BY AGENCY**

3.1 Unless otherwise stated in this Agreement, the Quarterly Invoice/Progress Report (Attachment E), with supporting documentation of expenses and project progress as described in Part II, Section 5 of this Agreement, and other documents as required under this Agreement, shall satisfy LACMTA invoicing requirements.

3.2 Once per quarter, the Agency will prepare and submit to LACMTA a Request for Reimbursement using the Invoice/Progress Report (Attachment E), and including eligible Project costs incurred and paid for by the Agency consistent with the Scope of Work (Attachment A), the Budget and Schedule (Attachment B), the current executed SAF (Attachment C), and the Guidelines (Attachment D). Advance payments by LACMTA are not allowed.

3.3 Each Request for Reimbursement will report the total of Project expenditures and be accompanied by the Invoice/Progress Report (Attachment E),

describing the overall work status and progress of the Project by tasks and identifying eligible cost reimbursement types.

3.4 Eligible activities and tasks that were accomplished before the effective date of this Agreement, for which costs could be credited toward the award amount described herein, are allowed, if they were incurred after LACMTA's issuance of the LONP on September 30, 2024.

3.5 Request for Reimbursement must be submitted on the Agency's letterhead.

3.5 The Agency should consult LACMTA staff for questions regarding non-reimbursable expenses.

3.6 Total payments shall not exceed the funds awarded.

3.7 If any amounts paid to the Agency are disallowed or not reimbursed by LACMTA for any reason, the Agency shall remit to LACMTA the disallowed or non-reimbursed amount(s) within 30 days from receipt of LACMTA's notice. All payments made by LACMTA hereunder are subject to the audit provisions contained herein.

3.8 The Agency agrees to submit all invoices to LACMTA for eligible expenses according to the schedule in the Guidelines (Attachment D). Invoice packages must be submitted to LACMTA for review and approval before submittal to Accounts Payable. Expenses that are not invoiced within 15 days after the Project completion date, as defined in Part II, Section 7.1 below, may not be eligible for reimbursement.

Submit **approved** invoices with supporting documentation to:

[ACCOUNTSPAYABLE@METRO.NET](mailto:ACCOUNTSPAYABLE@METRO.NET) (preferable)

Or mail to:

**Los Angeles County Metropolitan Transportation Authority**

**Accounts Payable**

**P. O. Box 512296**

**Los Angeles, CA 90051-0296**

All invoice materials must include the Funding Agreement number: 9200000000RLA07

#### 4. **USE OF FUNDS**

4.1 The Agency shall use the Funds to complete the Project as described in the Scope of Work (Attachment A) and the current executed SAF (Attachment C) and per the Guidelines (Attachment D). The Agency shall be eligible for Funds up to the awarded amounts specified in the Budget and Schedule (Attachment B) of this Agreement, subject to the terms and conditions contained herein.

4.2 The Agency shall not use the Funds to substitute for any other funds or projects not specified in this Agreement. Further, the Agency shall not use the Funds for any

expenses or activities beyond the approved Scope of Work (Attachment A) and executed SAF (Attachment C).

4.3 The Agency must use the Funds in the most cost-effective manner. If the Agency intends to use a consultant or contractor to implement all or part of the Project, LACMTA requires that such activities be procured according to the Agency's contracting procedures and consistent with State law. The Agency will also use the Funds most cost-effectively when the Funds are used to pay "in-house" staff time. Agency staff or consultants with project oversight roles cannot award work to companies in which they have a financial or personal interest. This effective use of funds provision will be verified by LACMTA through ongoing Project monitoring and any LACMTA interim and final audits.

4.4 The Agency may change the budgetary amount per task within the Budget and Schedule (Attachment B) and the executed SAF (Attachment C), contingent upon amendments to both documents.

4.5 Agency's employees, officers, councilmembers, board members, agents, or consultants (an "Agency Party") are prohibited from participating in the selection, award, or administration of a third-party contract or sub-agreement supported by the Funds if a real or apparent conflict of interest would be involved. A conflict of interest would include, without limitation, an organizational conflict of interest or when any of the following parties has a financial or other interest in any entity selected for the award: (a) an Agency Party (b) any member of an Agency Party's immediate family, (c) a partner of an Agency Party; (d) any organization that employs or intends to employ any of the above. This conflict of interest provision will be verified by LACMTA through ongoing Project monitoring and any LACMTA interim and final audits.

## **5. DISBURSEMENT OF FUNDS**

5.1 The Agency shall submit the Quarterly Invoice/Progress Report (Attachment E) within five (5) days after the close of each quarter. Should an Agency fail to submit such reports within the due date or if the Agency submits incomplete reports, LACMTA will not reimburse the Agency until the completed required reports are received, reviewed, and approved. Eligible expenses incurred in a prior quarter may be submitted for reimbursement in subsequent quarters, except for the quarter ending June 30<sup>th</sup>. The Quarterly Invoice/Progress Report (Attachment E) shall include all appropriate supporting documentation (such as contractor invoices, timesheets, receipts, etc.) as outlined in the Guidelines (Attachment D). All supporting documents must include a clear justification and explanation of their relevance to the Project. If no activity occurred during a particular quarter, the Agency will still be required to submit the Invoice/Progress Report (Attachment E), indicating that no dollars were expended that quarter.

5.2 Agencies must submit all invoices for eligible expenses incurred by June 30<sup>th</sup> no later than July 5<sup>th</sup> due to SCAG's fiscal year-end requirements. Expenses incurred during that fiscal year that are not invoiced by July 5<sup>th</sup> may not be reimbursed.

5.3 Disbursements shall be made on a reimbursement basis according to the provisions of this Agreement.

5.4 LACMTA will make all disbursements electronically unless an exception is requested in writing. Disbursements via Automated Clearing House (ACH) will be made at no cost to the Agency. The Agency must complete the ACH form and submit it to LACMTA before grant payments can be made.

5.5 Commencing with the date of execution of this Agreement, Funds will be made available on a reimbursement basis to the Agency for all work related to the Scope of Work (Attachment A), Budget and Schedule (Attachment B), and executed SAF (Attachment C).

## 6. **EXPENDITURES AND DISPOSITION OF FUNDS**

6.1 The expenditures and disposition for LACMTA to grant the Funds for the Project are subject to sufficient Funds being made available for the Project by the LACMTA Board of Directors. If such Funds are not made available for the Project, LACMTA shall have no obligation to provide the Funds for the Project, unless otherwise agreed to in writing by LACMTA.

6.2 The Agency shall be responsible for all cost overruns for the Project.

## 7. **TIMELY USE OF FUNDS:**

7.1 The Agency must demonstrate timely use of funds and the effective implementation of the Project scope of work by:

- (i) Executing this Agreement within thirty (30) days of receiving formal transmittal of the Agreement from LACMTA.
- (ii) Meeting the delivery dates as stated in the Budget and Schedule (Attachment B) and Scope of Work (Attachment A).
- (iii) Timely submission of the Quarterly Invoice/Progress Report (Attachment E) as defined in Part II, Section 5 of this Agreement and adhering to the Reporting and Expenditure Guidelines (Attachment C); and
- (iv) Expending funds by the Project completion date as defined in Attachments B and submitting the final invoice by **July 15, 2026.**

7.2. If the Agency fails to meet any of the above conditions, the Project may be considered for default per Part II, section 10, and may be subject to termination per Section 17c. of the MOU (Attachment F).

## **8. AUDIT REQUIREMENTS/PAYMENT ADJUSTMENTS**

8.1 LACMTA and/or its designee shall have the right to conduct audits of the Project, as it deems appropriate, such as financial and compliance audits; interim audits; pre-award audits; performance audits; and final audits. LACMTA will commence a final audit within six months of receipt of an acceptable final invoice, provided the Project is ready for final audit (meaning all costs and charges have been paid by the Agency and invoiced to LACMTA and such costs, charges, and invoices are properly documented and summarized in the accounting records to enable an audit without further explanation or summarization, including actual indirect rates for the period covered by the Agreement period under review). The Agency agrees to establish and maintain proper accounting procedures and cash management records, and documents in accordance with Generally Accepted Accounting Principles ("GAAP"). The Agency shall reimburse LACMTA for any expenditure not in compliance with this Agreement and the Guidelines. The Agency's eligible expenditures submitted to LACMTA for this Project shall comply with the Reporting and Expenditure Guidelines (Attachment D). Any use of the Funds that is expressly prohibited under this Agreement shall be an ineligible use of the Funds and may be disallowed by LACMTA audit. The findings of the LACMTA audit are final. When LACMTA audit findings require the Agency to return monies to LACMTA, the Agency shall return such monies within thirty (30) days after the final audit is sent to the Agency.

8.2 Agency's records shall include, without limitation, accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files (including documentation covering negotiated settlements), invoices, and any other supporting evidence deemed necessary by LACMTA to substantiate charges related to the Project (all collectively referred to as "records"). Agency's records shall be open to inspection and subject to audit and reproduction by LACMTA auditors or authorized representatives to the extent deemed necessary by LACMTA to adequately permit evaluation of expended costs. Such records subject to audit shall also include, without limitation, those records deemed necessary by LACMTA to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with the Project. These records must be retained by the Agency for five (5) years following final payment under this Agreement.

8.3 The Agency shall cause all contractors to comply with the requirements of Part II, Sections 8.1 and 8.2 above. The Agency shall cause all contractors to cooperate fully in furnishing or in making available to LACMTA all records deemed necessary by LACMTA auditors or authorized representatives related to the Project.

8.4 LACMTA or any of its duly authorized representatives, upon reasonable written notice, shall be afforded access to all the records of the Agency and its contractors related to the Project and shall be allowed to interview any employee of the Agency and its contractors through final payment to the extent reasonably practicable.

8.5 LACMTA or any of its duly authorized representatives, within ten (10) days of a written notice, shall have access to the offices of the Agency and its contractors, shall have access to all necessary records, including reproduction at no charge to LACMTA,

and shall be provided adequate and appropriate workspace to conduct audits in compliance with the terms and conditions of this Agreement.

8.6 In addition to LACMTA's other remedies as provided in this Agreement, LACMTA shall withhold the Funds and/or recommend not to approve a future Award to Agency if the LACMTA audit has determined that Agency failed to comply with the Scope of Work (such as misusing Funds or failure to return Funds owed to LACMTA in accordance with LACMTA audit findings) and/or is materially out of compliance with other terms and conditions as defined by this Agreement, including the access to records provisions of this Part II, Section 5.

8.7 The Agency shall certify invoices by reviewing all contractor and subcontractor costs and maintaining internal control to ensure that all expenditures are allocable, allowable, and reasonable and in accordance with OMB Circular A-87 or FAR Subpart 31 (whichever is applicable) and the terms and conditions of this Agreement.

8.8 Whenever possible, in exercising its audit rights under this Agreement, LACMTA shall rely on the Agency's own records and audit work to minimize direct audit of contractors, consultants, and suppliers.

9. **ONE-TIME GRANT** This is a one-time-only Award and is subject to the terms and conditions agreed to herein and in the REAP 2.0 Guidelines. This award does not imply or obligate any future funding commitment on the part of LACMTA.

10. **DEFAULT** A Default under this Agreement is defined as one or more of the following: (i) the Agency fails to comply with the terms and conditions specified in Part 1 of this Agreement, the applicable State Laws and regulations referenced in Part II of this Agreement, or the Scope of Work contained herein; (ii) the Agency is consistently behind schedule in submitting deliverables, completing tasks, or completing the Project on time; or (iii) the Agency fails to perform satisfactorily or makes a material change, as determined by LACMTA at its sole discretion, to Budget and Schedule or Scope of Work, or the Project Funding without LACMTA's prior written consent or approval as provided herein; or (iv) the Agency is in default of any other applicable requirement of LACMTA.

## 11. **REMEDIES**

11.1 In the event of a Default by the Agency, LACMTA shall provide written notice of such Default to the Agency with 30 days to cure the Default. In the event the Agency fails to cure the Default or commit to cure the Default and commence the same within such 30-day period to the satisfaction of LACMTA, LACMTA shall have the following remedies: (i) LACMTA may terminate this Agreement; (ii) LACMTA may make no further disbursements of Funds to the Agency; and/or (iii) LACMTA may recover from the Agency any Funds disbursed to the Agency as allowed by law or in equity.

11.2 Effective upon receipt of written notice of termination from LACMTA pursuant to Section 11.1, the Agency shall not undertake any new work or obligation



concerning this Agreement unless so directed by LACMTA in writing. Any Funds expended after termination shall be the sole responsibility of the Agency.

11.3 The remedies described herein are non-exclusive. LACMTA shall have the right to enforce all rights and remedies herein, which may be now or hereafter available at law or in equity.

## 12. WORK PRODUCTS

12.1 For purposes of this Agreement, "Work Products" shall mean all deliverables created or produced under this Agreement, including, but not limited to, all deliverables conceived or made either solely or jointly with others during the term of this Agreement and during six months after the termination thereof, which relate to the Projects. Work Products shall not include real property or capital improvements. Work Products include all deliverables, inventions, innovations, improvements, or other works of authorship that the Agency or Consultant(s) may conceive of or develop in the course of this Agreement, whether or not they are eligible for patent, copyright, trademark, trade secret, or other legal protection.

12.2 Agency shall submit one (1) electronic copy of all Work Products associated with the Projects to the assigned LACMTA Project Manager.

12.3 Agency shall not release any information or Work Products to a third party or otherwise publish or use any information or Work Products obtained or produced by it because of or in connection with the performance of services under this Agreement without prior written authorization.

12.3 SCAG shall own all Work Products. SCAG grants to LACMTA and the Agency a perpetual royalty-free, nonassignable, non-exclusive and irrevocable license to reproduce, publish or otherwise use Work Products related to the Projects and developed as part of this Agreement; provided, however, that any reproduction, publishing, or reuse of the Work Products will be at the Agency's sole risk and without liability or legal exposure to LACMTA or SCAG.

12.4 Subject to any provisions of law, including but not limited to the California Public Records Act, all deliverables and related materials related to the Projects shall be kept confidential by the Agency. Nothing furnished to LACMTA or SCAG which is otherwise known or is generally known, or has become known, to the related industry shall be deemed confidential. The Agency shall safeguard such confidential materials from unauthorized disclosure, using the same standard of care to avoid disclosure as the Agency treats its confidential information, but in no case less than reasonable care.

## 13. COMMUNICATIONS

13.1 LACMTA reserves the right to require that Communication Materials used by the Agency to promote the Project contain recognition of LACMTA's contribution to the Project. The LACMTA logo (the "Metro logo") is a trademarked item that shall be reproduced and displayed per specific graphic guidelines.

13.2 All public-facing communication materials relating to this Agreement shall acknowledge SCAG. Communications materials include, but are not limited to, site signage, printed information materials, printed and online publications, websites, advertisements, video, public service announcements, social media postings, events, media advisories, news releases, and all other materials. All such materials must be provided to LACMTA before completion for approval. Refer to the Guidelines (Attachment D) for information on SCAG branding.

13.3 To ensure consistency of public information about the Project, the Agency is required to notify LACMTA of any media inquiries or plans for proactively providing information to media outlets.

#### 14. **OTHER TERMS AND CONDITIONS**

14.1 This Agreement, along with its Attachments, constitutes the entire understanding between the parties concerning the subject matter herein. The Agreement shall not be amended, nor any provisions or breach hereof waived, except in writing signed by the parties who agreed to the original Agreement or the same level of authority.

14.2 If there is any court proceeding between the parties to enforce or interpret this Agreement, to protect or establish any rights or remedies hereunder, the prevailing party shall be entitled to its costs and expenses, including reasonable attorney's fees.

14.3 Neither LACMTA nor any subsidiary or their respective directors, officers, agents, or employees thereof shall be responsible for any damage or liability occurring because of anything done or committed to be done by the Agency under or in connection with any work performed by its officers, agents, employees, contractors, and subcontractors under this Agreement. The Agency shall fully indemnify, defend (with counsel approved by LACMTA) and hold LACMTA, and its subsidiaries and their respective directors, officers, agents and employees harmless from and against any suits and causes of actions, claims, losses, liability, damages, costs and expenses, including without limitation, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of property, any environmental obligation, and any legal fees in any way arising out of acts or omissions to act related to the Project or this Agreement, without the requirement that LACMTA first pay such claim. The obligations outlined in this section shall survive the termination of this Agreement.

14.4 Neither party hereto shall be considered in default in the performance of its obligation hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes, including acts of God, acts of a public enemy, and government acts beyond the control and without fault or negligence of the affected party. Each party hereto shall give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this Agreement.

14.5 The Agency shall comply with and ensure that work performed under this Agreement is done in compliance with GAAP, all applicable provisions of federal, state,

and local laws, statutes, ordinances, rules, regulations, and the applicable requirements and regulations of LACMTA. The Agency acknowledges responsibility for obtaining copies of and complying with the terms of the most recent federal, state, or local laws and regulations, and LACMTA requirements, including any amendments thereto.

14.6 The Agency shall not assign this Agreement, or any part thereof, without prior approval of the LACMTA Chief Executive Officer or their designee, and any assignment without said consent shall be void and unenforceable at the option of LACMTA.

14.7 This Agreement shall be governed by California law. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

14.8 The covenants and agreements of this Agreement shall inure to the benefit of and shall be binding upon each of the parties and their respective successors and assigns.

14.9 The Agency will advise LACMTA before any key Project staffing changes.

14.10 The Agency, in performing the work described in this Agreement, is not a contractor, an agent, or an employee of LACMTA. The Agency attests to no organizational or personal conflicts of interest and agrees to notify LACMTA immediately if a conflict or the appearance thereof arises. The Agency shall not represent itself as an agent or employee of LACMTA and shall have no powers to bind LACMTA in contract or otherwise.

14.11 The Agency acknowledges that certain provisions in the MOU between LACMTA and SCAG, as amended, apply to the Agency as a condition of receiving funding under this Agreement. The Agency shall, in all agreements entered into containing funds provided under this Agreement, require the provisions identified in the Flow-Down Provisions, Section 30 of that MOU (Attachment F) that survive expiration or termination of this Agreement to survive, and shall include a requirement in all agreements that each of them in turn include the requirements in all contracts and subcontracts they enter into to perform work under the Project.

## ATTACHMENT A

### SCOPE OF WORK

**Source:** Scope of Work Approval Form executed 1-13-2025

**Project ID:** LA10

**Project Title:** Developing Neighborhood Mobility Hub Pilot Projects

**Project Budget:** \$404,250

**Project Description:** This project will develop an implementation plan for Mobility Hub Pilot Projects in the South Bay. Implementation of Mobility Hubs is one of the cornerstone land use and transportation strategies of the South Bay's climate action plans and an integral strategy for the development of housing in proximity to a robust multi-modal facility. Mobility Hubs in the South Bay integrate ongoing sustainability strategies that include micro-mobility modes, the South Bay Fiber Network (SBFN), the Local Travel Network (LTN), and affordable housing into a unique multi-use "smart" destination within a South Bay neighborhood.

The proposed project will identify and evaluate potential sites through site analysis for two distinct mobility hub typologies. Neighborhood mobility hubs expand existing high-demand transit stops to offer zero-emission micromobility devices, other electric vehicles, and charging infrastructure. They support mobility as a service (MaaS) and provide space for electric delivery vehicles or goods pick-up. These hubs provide access to shared mobility options – such as e-bikes, neighborhood electric vehicles, and other personal mobility choices. They can also serve as a community meeting place and can provide a location for virtual services and activities like telework and distance education, helping reduce vehicle miles traveled (VMT) through "trips not taken." The second typology, modular mobility hubs, addresses the large gaps in transit services throughout the South Bay. These hubs are not anchored by existing high-demand transit stops, but are integrated into destinations, such as employment hubs, commercial centers, anchor institutions, and existing or planned affordable housing development, such as apartments, micro-apartments, townhomes, and condominiums. Modular mobility hubs provide MaaS solutions by integrating electric vehicles, autonomous vehicles, neighborhood electric vehicles, and a range of zero-emission micromobility modes – linking local trips to the longer distance trips leaving the South Bay. Existing commercial car rental lots represent the closest current example of this model. Modular mobility hubs also offer ride-hailing/taxi services, and potentially non-commercial car-sharing options. Modular mobility hubs are scalable, applying a kit-of-parts approach of amenities and services.

Based on an origin-destination analysis and a set of criteria derived from the literature review, including proximity to existing multi-family housing or the potential for multi-facility housing construction, several sites located in our disadvantaged communities of

Gardena, Hawthorne, and Carson will be selected for evaluation of modular and neighborhood mobility hub compatibility. An additional two sites in the broader South Bay will be evaluated for only neighborhood mobility hub compatibility. Part of this detailed study of feasibility will include the preferred use cases among potential customers.

**TASK 1.0 – LITERATURE REVIEW**

- Final literature review report

**TASK 2.0 – CONSULTANT PROCUREMENT**

- Copy of RFP and signed contract

**TASK 3.0 - PROJECT MANAGEMENT**

- Project Management Activities
- Project progress reports

**TASK 4.0 - TARGETED ENGAGEMENT**

- Resident Survey Results
- Post-Engagement Summary Memo
- Focus Group/Leader Interview Summaries

**TASK 5.0 – MOBILITY VENDOR ANALYSIS**

- Mobility Vendor Analysis

**TASK 6.0 – SITES ANALYSIS**

- Sites Analysis Report

**TASK 7.0 – FINAL REPORT AND IMPLEMENTATION PLAN**

- Final Report and Implementation Plan

**TASK 8.0 – PUBLIC FORUMS AND DISTRIBUTION**

- Public Forums and Presentation

**TASK 9.0 – ADMIN**

**ATTACHMENT B**

**BUDGET AND SCHEDULE**

**Source:** Scope of Work Approval Form executed 8-20-2025

**Project ID:** LA10

**Project Title:** Developing Neighborhood Mobility Hub Pilot Projects

**Project Budget:** \$404,250

**Project Description:** To develop an implementation plan for Neighborhood Mobility Hub Pilot Projects in South Bay Disadvantaged and/or senior Communities.

Tasks and sub-tasks	Staff/Consultant/ Both	Estimated cost	Begin date	End date	Deliverable
1.0 Literature Review	Staff	\$30,000.00	11/1/2024	9/1/2025	Final literature review report
2.0 Consultant Procurement	Staff	\$23,084.00	2/15/2025	8/1/2025	Copy of RFP and signed contract
3.0 Project Management	Both	\$51,123.85	11/1/2024	6/1/2026	Project Management Activities Project progress reports
4.0 Targeted Engagement	Both	\$39,964.00	2/15/2025	3/1/2026	Resident Survey Results, Post-Engagement Summary Memo, Focus Group/Leader Interview Summaries
5.0 Mobility Vendor Analysis	Consultant	\$20,952.40	8/11/2025	10/15/2025	Mobility Vendor Analysis
6.0 Sites Analysis	Consultant	\$94,391.25	10/1/2025	12/1/2025	Site Analysis Report
7.0 Final Report and Implementation Plan	Consultant	\$77,044.00	3/1/2026	6/1/2026	Final Report and Implementation Plan
8.0 Public Forums and Distribution	Consultant	\$47,478.00	3/1/2026	6/1/2026	Public Forums and Presentation
9.0 Admin	Staff	\$20,212.50	11/1/2024	6/1/2026	
Total Project Cost		\$404,250.00			



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**CTC:** Los Angeles County Metropolitan Transportation Authority

**Project:** LA10 Developing Neighborhood Mobility Hub Pilot Projects in Disadvantaged Communities in the South Bay

- ☐ Original Scope of Work Approval
- ☐ Revision Requested - Add, Remove, or Change Project Manager
- ☒ Revision Requested to Project Tasks (Please check all that apply)
- ☒ Revise/Delete a Previously Approved Task   ☒ Task Budget Revision
- ☒ Project/Task Date Change   ☐ Change in Deliverable (Interim)

☐ Other (Please describe)

**SCAG Approval Date:** April 12, 2023

**Revision:** No.2

**Revision Effective Date:** November 1, 2024

- Original Approved Summary of Projects Tasks (approved on 4/12/23)
- Revision #1 (approved on 1/13/24)

**Project/Activity Tasks Outline – Revision #1**

Task and sub-tasks	Staff/Consultant/ Both	Estimated cost	Begin date	End date	Deliverable
1.0 Literature Review	Staff	\$35,000	12/1/2024	2/15/2025	Final literature review report
2.0 Consultant Procurement	Staff	\$5,000	2/15/2025	9/15/2025	Copy of RFP and signed contract
3.0 Project Management	Staff	\$34,000	12/1/2024	6/1/2026	Project Management Plan Project progress reports
4.0 Targeted Engagement	Both	\$50,000	2/15/2025	3/1/2026	Resident Survey Results Post-Engagement Summary Memo Focus Group/Leader Interview Summaries
5.0 Mobility Vendor Analysis	Both	\$45,000	2/15/2025	3/1/2026	Mobility Vendor Analysis
6.0 Sites Analysis	Both	\$155,000	2/15/2025	3/1/2026	Sites Analysis Report
7.0 Final Report and Implementation Plan	Both	\$50,000	3/1/2026	6/1/2026	Final Report and Implementation Plan
8.0 Public Forums and Distribution	Both	\$10,000	3/1/2026	6/1/2026	Public Forums and Presentation
9.0 Admin	Staff	\$20,250	12/1/2024	6/1/2026	
<b>Total Project Cost</b>		<b>\$404,250</b>			



Regional Early Action Planning (REAP) Grant  
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**Requested Revisions to Project Tasks** *If a revision is requested, please also update the project/activity task outline(s) below and highlight the changes.*

**Revised Project/Activity Tasks Outline – Revision #2**

Task and sub-tasks	Staff/Consultant/Both	Estimated cost	Begin date	End date	Deliverable
1.0 Literature Review	Staff	\$30,000	11/1/2024	9/1/2025	Final literature review report
2.0 Consultant Procurement	Staff	\$23,084.00	2/15/2025	8/1/2025	Copy of RFP and signed contract
3.0 Project Management	Staff	\$51,123.85	11/1/2024	6/1/2026	Project Management Plan Project progress reports
4.0 Targeted Engagement	Both	\$39,964	2/15/2025	3/1/2026	Resident Survey Results Post-Engagement Summary Memo Focus Group/Leader Interview Summaries
5.0 Mobility Vendor Analysis	Both	\$20,952.40	8/11/2025	10/15/2025	Mobility Vendor Analysis
6.0 Sites Analysis	Both	\$94,391.25	10/1/2025	12/1/2025	Sites Analysis Report
7.0 Final Report and Implementation Plan	Both	\$77,044	3/1/2026	6/1/2026	Final Report and Implementation Plan
8.0 Public Forums and Distribution	Both	\$47,478	3/1/2026	6/1/2026	Public Forums and Presentation
9.0 Admin	Staff	\$20,212.5	11/1/2024	6/1/2026	
<b>Total Project Cost</b>		<b>\$404,250</b>			

**Route all budget changes to Accounting and B&G.**

**Signatures below to approve revisions also indicate approval of any modifications to subsequent pages.**

**Revision Approval Requested By:**

CTC PROJECT MANAGER

Anne Flores, Senior Manager, Transportation Planning

**Revision Approved By:**

SCAG Deputy Director or Authorized Designee

Kate Kigongo, Department Manager, Partnerships, Technology, and Innovation

Signed by:

*Anne Flores*

8/20/2025

Signature

Date

DocuSigned by:

*Kate Kigongo*

8/20/2025

Signature

Date





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### Project Metrics

Each REAP 2.0 project requires metrics to quantitatively measure the outcome of the project. Project metrics selected on this form will be included in the REAP 2.0 CTC quarterly progress reporting form. *Please select **all metrics** that will apply to your approved projects:*

1. Accelerating In-Fill Housing
  - ☐ Increased access to new housing options
  - ☒ Increased mix of land uses within/around the project location
  - ☒ Increase in capital investments
  - ☐ Increasing land use intensities
2. Affirmatively Furthering Fair Housing (AFFH)
  - ☒ New or enhanced public services and community assets
  - ☒ Housing-supportive infrastructure service in areas of concentrated poverty or similar areas
3. Reducing VMT
  - ☒ VMT reduced per capita resulting from mobility as a service (MaaS)



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1	LA10 Developing Neighborhood Mobility Hub Pilot Projects in Disadvantaged Communities in the South Bay
<input checked="" type="checkbox"/> Metrics for this project have been selected in the “Project Metrics” portion of this form.	
___0-2___ (Insert Number of) Procurements Expected for this Project	
<p><b>Revision #2:</b> Updated task dates and budget amounts to align with recently conducted consultant procurement and schedule. No changes to deliverables or overall project budget.</p> <p><b>Revisions #1:</b> Updated task end dates and budgets consistent with the REAP program deadline of June 30, 2026.</p> <p><b>Brief Description of Project:</b> This project will develop an implementation plan for Neighborhood Mobility Hub Pilot Projects in South Bay Disadvantaged and/or senior Communities (DACs). Implementation of Neighborhood Mobility Hubs is one of the cornerstone land use and transportation strategies of the South Bay’s climate action plans and an integral strategy for the development of housing in proximity to a robust multi-modal facility. Neighborhood Mobility Hubs integrate ongoing sustainability strategies that include micro-mobility modes, the South Bay Fiber Network (SBNF), the Local Travel Network (LTN), and affordable housing into a unique multi-use “smart” destination within a South Bay neighborhood.</p> <p>The proposed project will identify and evaluate potential sites for a network of mobility hubs throughout the South Bay that could accommodate micro devices. Based on a set of criteria derived from the literature review, including proximity to existing multi-family housing or the potential for multi-facility housing construction, several sites located in our disadvantaged communities in Gardena, Hawthorne, Carson, Inglewood and Lawndale will be selected for detailed evaluation. Part of this detailed study of feasibility will include the preferred use-cases among the potential customers. Two locations will be selected for site plans.</p> <p><b>Alignment with SCAG Connect SoCal regional priorities:</b> Development of Neighborhood Mobility Hubs advances Complete Streets identified in the Core Vision of Connect SoCal. Neighborhood Mobility Hubs, with their connectivity to the Local Travel Network (LTN), create safe streets for all mobility modes.</p> <p>The LTN goal is to encourage zero emission micro-device usage by designating a safe route for slow speed devices. The LTN is an element of SBCCOG's micro-mobility strategy. The concept is to capture existing short trips on micro-devices, then use all means to shorten trips to increase the adoption of micro-mobility. Slow speed devices make other riders, cyclists, and pedestrians safer.</p> <p>Hubs are a cross platform where auto parking, MaaS and bus services intersect. A hub expands options to include micro-devices including NEVs, e-bikes, e-scooters. Hubs share the LTN goal of encouraging zero emission mobility. With affordable housing integrated, SBCCOG’s hubs encourage walkable communities instead of car usage. This reduces propensity for traffic injuries, collisions, and fatalities while meeting state GHG and VMT reduction goals.</p> <p>Neighborhood Mobility Hubs will increase access to all zero emission modes that include micro devices, full speed EVs and various forms of shared mobility such as public transit and ride sharing services. They will be supplemented by the potential for access to virtual destinations. This new type of mobility development is</p>	



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expected to draw interest from housing developers. The end result will be a more robust form of a transit oriented community (TOC).

Neighborhood Mobility Hubs support Key Connections in Connect SoCal, such as: Shared Mobility and Mobility as a Service strategy, Housing Supportive Infrastructure strategy, Accelerated Electrification strategy. Neighborhood Mobility Hubs also advance Emerging Technologies identified in Connect SoCal Chapter 3, Sustainable Communities strategy, namely: Mobility as a Service technology, Bike share / micro-mobility, NEVs, Micro-transit

**Connection to REAP 2.0 Objectives (AFFH, Reducing VMT, Accelerating Infill Development):**

**Infill:**

- Proposed use will support infill development
- Proposed use will increase housing supply, choice, and affordability
- Proposed use will support the jobs and housing fit and increase housing accessibility

**AFFH:**

- Proposed use will support fair housing strategies such as creating housing mobility strategies, removing barriers to higher density housing or accessible housing, expanding housing options, or creating housing-supportive infrastructure
- Proposed use combats discrimination and overcome patterns of segregation
- Proposed use fosters equitable and inclusive communities

**Reducing VMT:**

- Proposed use expands or creates transit services and access
- Proposed use expands or creates pedestrian and bicycling safety measures
- Proposed use expands or creates walkable community scales
- Proposed use expands or creates multimodal infrastructure and network connections
- Proposed use shifts travel behavior

**Signatures on this page indicate approval of initial SAF in its entirety. Revisions do not require new signatures in this section.**

**Approved By:**

CTC Project Manager

Anne Flores, Senior Manager, Transportation Planning

SCAG Project Manager

Sirinya Matute, Senior Regional Planner

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Initial SAF Approved By:**

Annie Nam, Deputy Director, Transportation

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## ATTACHMENT D

### REPORTING AND EXPENDITURE GUIDELINES

#### REPORTING AND INVOICING

The Agency is responsible for submitting three separate reports during the term of the Agreement: (1) the Quarterly Invoice/Progress Report (submitted quarterly), (2) the Annual Report (submitted annually), and (3) the Closeout Report (submitted following project closeout). The Agency shall be subject to and comply with all applicable requirements of the funding agency regarding project-reporting requirements. Requirements of the funding agency can be found in the Memorandum of Understanding (MOU) number M-008-24 between LACMTA and SCAG (Attachment F).

Invoice/Progress Reports (Attachment E) includes an Invoice worksheet pre-populated with the Project's tasks and budget. The Progress worksheet has specific fields to provide a narrative explanation of the work completed for each task. The Agency must provide complete and adequate responses to all relevant questions. The expenses listed must be explicitly associated with the applicable task and supported by appropriate documentation with a clear explanation of the purpose and relevance of each expense to the Project.

A draft Invoice/Progress Report must first be submitted to the LACMTA project manager for review and approval before it may be submitted to Accounts Payable. Following approval, the Agency should submit the Invoice/Progress Report package to: LACMTA Accounting Department at [ACCOUNTSPAYABLE@METRO.NET](mailto:ACCOUNTSPAYABLE@METRO.NET). Electronic submission is preferred. However, if necessary, the Agency may mail the package to Los Angeles Metropolitan Transportation Authority, Accounts Payable, P.O. Box 512296, Los Angeles, California 90051-0296.

In cases where there are no activities to report or problems causing delays, a clear explanation, including actions to remedy the situation, must be provided.

The draft Invoice/Progress Report is due to the LACMTA as soon as possible after the close of each quarter, but no later than the following dates:

<i>Quarter</i>	<i>Due to Metro</i>
July –September	October 5
October - December	January 5
January - March	April 5
April - June	July 5

In most cases, expenses incurred during the reporting period but not captured in the Invoice/Progress Report may be included in the subsequent Invoice/Progress Report, except for the fiscal year-end report. Agencies must submit all invoices for eligible expenses incurred by June 30<sup>th</sup> no later than July 5<sup>th</sup> due to SCAG's fiscal year-end requirements.

Expenses incurred during that fiscal year that are not invoiced by July 5<sup>th</sup> may not be reimbursed.

By January 20<sup>th</sup> of each year following receipt of funding according to this Agreement, the Agency shall submit an Annual Report. The Annual Report shall include, in narrative form, a description of services performed by the Agency's staff and consultant(s) as well as progress toward completion of tasks relating to the Project for the prior year, a report of all costs incurred for that period, and progress achieved toward REAP 2.0 Goals and Objectives. A template for the Annual Report will be provided when SCAG makes it available.

When the Project is finalized, and not later than July 24, 2026, the Agency shall submit a Closeout Report for the Project. At the time of the execution of this Agreement, SCAG has not provided the requirements or format for the Closeout Report, but this information will be provided when it is available.

The Agency is subject to the provisions in sections 6 and 7 of the MOU between LACMTA and SCAG (Attachment F).

## **EXPENDITURES**

The Agency shall use the Funds to complete the Project as described in the Scope of Work (Attachment A) and the current executed SAF (Attachment C) and per the Guidelines (Attachment D). The Agency shall be eligible for Funds up to the awarded amounts specified in the Budget and Schedule (Attachment B) of this Agreement, subject to the terms and conditions contained herein.

Any activity or expense charged above and beyond the approved Scope of Work (Attachment A) is considered ineligible and will not be reimbursed by the LACMTA unless prior written authorization has been granted by the LACMTA Chief Executive Officer or his/her designee.

The Agency is subject to the provisions in sections 8 and 9 of the MOU between LACMTA and SCAG (Attachment F).

## **COMMUNICATION**

All public facing communication materials relating to this Agreement shall acknowledge SCAG. Communications materials include, but are not limited to, site signage, printed information materials, printed and online publications, websites, advertisements, video, public service announcements, social media postings, events, media advisories, news releases, and all other materials. All such materials must be provided to LACMTA before completion for approval.

The Agency should refer to SCAG's Branding Guidelines for guidance on logo use, and all deliverables should include the following language: *"This Project is funded and managed by the Southern California Association of Governments (SCAG) with Regional Early Action Program 2021 grant funding from the State of California Department of Housing and Community Development."*

## Invoice Submittal Instructions

This checklist shows the required documents that must be included when submitting an invoice.

Data input is required in all tabs.

**NOTE: Sub-recipient can only claim costs incurred and paid to date.**

Invoice Attachments	Cost Reimbursement
Cost Reimbursement Summary	<input type="checkbox"/> (A)
Progress Report	<input type="checkbox"/> (B)
Line-Item Billing	<input type="checkbox"/> (C)
Labor Summary Report/Payroll Report	<input type="checkbox"/> (D)
ODC Summary	<input type="checkbox"/> (E)
Proof of Payments	<input type="checkbox"/> (F)

(A) The **Cost Reimbursement Summary** summarizes the information at the task level.

(B) The **Progress Report** shall describe the percentage and status of work completed at the task and overall level. The progress report should include the overall progress narrative including the work completed by the consultants. The progress report can be submitted in Word or PDF format, if desired.

(C) Enter all charges on the **Line-Item Billing** tab (direct labor, fringe, indirect/overhead, other direct costs, and consultants). The Sub-recipient can only claim costs incurred and paid to date. Reference all supporting documentation to the Line-Item Billing (in Column A)

(D) The **Labor Summary Report/Payroll Report** must account for the total SCAG activity for each employee during the pay period applicable to the project billed on the invoice. The report must show hours worked by project/task including the hourly pay rates by employee. If unable to provide a labor/payroll report by project/task, submit timesheets showing total hours worked on the project along with a payroll register that shows the hourly pay rates and total payment per employee.

(E) Provide a summary of **Other Direct Costs (ODCs)**, itemized by category. An example is provided.

(F) Submit proof of payments for all charges included in the **Line-Item Billing**.

1. Acceptable proof of payments are in the form of copy of checks or ACH payment confirmations. In addition, copy of paid invoices should also be provided for any consultants charges and payroll report/journal for all sub-recipient's direct labor charges.

2. Include a summary report from your financial accounting system showing total costs incurred to date (if available).

3. If the Indirect/Overhead Rate and/or Fringe Rate changed from the original approved rates, submit supporting documentation for review and approval with the invoice.

4. Reference all supporting documentation to the Line-Item Billing.

(G) Must submit electronic **Excel file** and signed **PDF file**.

**Note:** Sub-recipient is responsible for reviewing in detail all their consultant's charges and their subconsultant's charges, and verifying those charges are in compliance with the award and have been rendered in compliance with the Scope of Work. Sub-recipient shall retain all source documentation that account for Sub-recipient costs and payments made to consultants, contractors, vendors and subcontractors, including but not limited to, purchase orders, receipts, progress payments, subcontractor's invoices, timesheets, logs, travel requests, proof of payment, and financial reports. While some of these documents are not required to be submitted as part of the payment request, SCAG may request access to these documents at any time. Sub-recipient must retain these records as per Section 18 of the MOU and must ensure that only allowable costs are claimed.

Printed copy should be in Agency Letterhead

## INVOICE REPORT - EXHIBIT C Cost Reimbursement Summary

Email Excel file and PDF file to:

[accounts payable@scag.ca.gov](mailto:accounts payable@scag.ca.gov)

Cindy Giraldo

Chief Financial Officer

Southern California Association of Governments

900 Wilshire Blvd., Ste 1700

Los Angeles, CA 90017

Date:

Invoice #:

Billing Period:

MOU #: M-008-24-10

OWP #: 305-4926.01

MOU Term Date:

Project Title: LA10 Developing Neighborhood Mobility Hub  
Projects in Disadvantaged Communities in the  
South Bay

Agency Name: Los Angeles County Metropolitan Transportation Authority

Agency Project Manager Name:

Project Manager Email Address:

SCAG Project Manager Name: Sirinya Matute

Full Project Budget Amount

\$ 404,250.00

Remaining Budget

\$ 404,250.00

Percentage of Project Budget Spent

0.00%

Overall Percentage of Work Completion

0.00%

Cost Categories	Budget	Current Invoice	Previously Invoiced	YTD Expenditure	Balance
Task #1 - Literature Review	\$ 30,000.00	\$ -	\$ -	\$ -	\$ 30,000.00
Task #2 - Consultant Procurement	\$ 23,084.00	\$ -	\$ -	\$ -	\$ 23,084.00
Task #3 - Project Management	\$ 51,123.85	\$ -	\$ -	\$ -	\$ 51,123.85
Task #4 - Targeted Engagement	\$ 39,964.00	\$ -	\$ -	\$ -	\$ 39,964.00
Task #5 - Mobility Vendor Analysis	\$ 20,952.40	\$ -	\$ -	\$ -	\$ 20,952.40
Task #6 - Sites Analysis	\$ 94,391.25	\$ -	\$ -	\$ -	\$ 94,391.25
Task #7 - Final Report and Implementation Plan	\$ 77,044.00	\$ -	\$ -	\$ -	\$ 77,044.00
Task #8 - Public Forums and Distribution	\$ 47,478.00	\$ -	\$ -	\$ -	\$ 47,478.00
Task #9 - 5% Admin - Administrative Support	\$ 20,212.50	\$ -	\$ -	\$ -	\$ 20,212.50
GRAND TOTAL	\$ 404,250.00	\$ -	\$ -	\$ -	\$ 404,250.00

Please send check to:

CTC Name

Address

City/State/ZIP

By signing this report under penalty of perjury, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. I will retain all supporting documentation as required and make it available upon request. I will refund any audit disallowances to SCAG.

Signature of an Authorized Official

Title

Full Name of an Official who is Authorized to  
Legally Bind the Organization

Date

Legend: Formulas  
For Input

Progress Report

Agency Name:	Los Angeles County Metropolitan Transportation Authority
Invoice #:	0
Billing Period:	0
MOU #:	M-008-24-10

LA10 Developing Neighborhood Mobility Hub Projects in Disadvantaged Communities in the South Bay

Overall Percentage of Work Completion: 0.00%

Task 1:	Literature Review	0.00%
	<div><div></div></div>	
PENDING NEXT MONTH		
Task 2:	Consultant Procurement	0.00%
	<div><div></div></div>	
PENDING NEXT MONTH		
Task 3:	Project Management	0.00%
	<div><div></div></div>	
PENDING NEXT MONTH		
Task 4:	Targeted Engagement	0.00%
	<div><div></div></div>	
PENDING NEXT MONTH		
Task 5:	Mobility Vendor Analysis	0.00%
	<div><div></div></div>	
PENDING NEXT MONTH		
Task 6:	Sites Analysis	0.00%
	<div><div></div></div>	
PENDING NEXT MONTH		
Task 7:	Final Report and Implementation Plan	0.00%
	<div><div></div></div>	
PENDING NEXT MONTH		



Progress Report

Agency Name:	Los Angeles County Metropolitan Transportation Authority
Invoice #:	0
Billing Period:	0
MOU #:	M-008-24-10

LA10 Developing Neighborhood Mobility Hub Projects in Disadvantaged Communities in the South Bay

Task 8:	Public Forums and Distribution	0.00%
PENDING NEXT MONTH		
Task 9 - 5% Admin:	Administrative Support	0.00%
PENDING NEXT MONTH		

Legend:	Formulas
	For Input

## Line-Item Billing

LA10 Developing Neighborhood Mobility Hub Projects in Disadvantaged Communities in the South Bay

Agency Name: Los Angeles County Metropolitan Transportation Authority  
 Invoice #: 0  
 Billing Period: 0  
 MOU #: M-008-24-10

Reference No.	Cost Categories	Approved Rates Fringe Benefit	Approved Rates Non-Worktime	Approved Rates Indirect Cost	Task #1	Task #2	Task #3	Task #4	Task #5	Task #6	Task #7	Task #8	Task #9 - 5% Admin	Grand Total (All tasks)
					Literature Review	Consultant Procurement	Project Management	Targeted Engagement	Mobility Vendor Analysis	Sites Analysis	Final Report and Implementation Plan	Public Forums and Distribution	Administrative Support	
					Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount	
	<u>Direct Labor Classification(s):</u>													
	Direct Labor total based on the labor report per each union/IC	0.00%	0.00%	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Direct Labor total based on the labor report per each union/IC	0.00%	0.00%	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Direct Labor total based on the labor report per each union/IC	0.00%	0.00%	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Direct Labor total based on the labor report per each union/IC	0.00%	0.00%	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Direct Labor total based on the labor report per each union/IC	0.00%	0.00%	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Direct Labor total based on the labor report per each union/IC	0.00%	0.00%	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Subtotal - Direct Labor, Fringe, Non-Worktime, and IC				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	<u>Other Direct Costs (ODC):</u>													
	Travel				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Printing - Directly Chargeable only				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Other				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Subtotal - ODCs:				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	<u>Consultant(s)</u>													
	Consultant 1				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Consultant 2				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Consultant 3				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Consultant 4				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Subtotal - Consultant(s):				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	<b>GRAND TOTAL</b>				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	<b>OVERALL PERCENTAGE OF COMPLETION FROM PROGRESS REPORT</b>				0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
	<b>BUDGET</b>				\$ 30,000.00	\$ 23,084.00	\$ 51,123.85	\$ 39,964	\$ 20,952.40	\$ 94,391.25	\$ 77,044	\$ 47,478.00	\$ 20,212.50	\$ 404,250.00
	<b>PREVIOUSLY (CUMULATIVE) REIMBURSED AMOUNT AFTER DISALLOWANCES</b>				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	<b>YTD EXPENDITURES (BILLED TO DATE)</b>				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	<b>EARNED TO DATE</b>				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	<b>VARIANCE</b>				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
														0.00%

Legend: Formulas  
For input

**Labor Summary Report/Payroll Report**

CTC is required to provide a labor summary report/payroll report that supports the Direct Labor costs for Project Staff billed in the Line-Item Billing.

The report should detail employee's name, hours, and pay rate. Report total must reconcile to the total labor costs billed and segregate employee labor costs to be charged to the 5% Admin portion of the project staff costs.

### Other Direct Costs (ODC) Summary

LA10 Developing Neighborhood Mobility Hub Projects in Disadvantaged Communities in the South Bay

Agency Name: Los Angeles County Metropolitan Transportation Authority

Invoice #: 0

Billing Period: 0

MOU #: M-008-24-10

#### Travel

Date	Type	Purpose	Cost
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -

#### Printing - Directly Chargeable only

Date	Type	Purpose	Cost
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -

#### Other

Date	Type	Purpose	Cost
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -

Total ODC

\$ -

matches

Legend: Formulas

For Input



Invoice #: 1  
 Billing Period: 02/1/19-06/30/23  
 MOU #: M-008-24-10

### Other Direct Costs (ODC) Summary

#### LA10 Developing Neighborhood Mobility Hub Projects in Disadvantaged Communities in the South Bay

##### Travel

Date	Type	Purpose	Cost
2/13/2019	Transportation	Meeting w/ Project Manager - Lunch	\$50.00
2/13/2019	Transportation	Travel back home from meeting - Mileage	\$25.00
			<u>\$75.00</u>

##### Printing - Directly Chargeable only

Date	Type	Purpose	Cost
2/7/2019	Printing	Marketing Posters	\$200.00
			<u>\$200.00</u>

Total ODC \$275.00

##### ODC Receipt Samples - (receipts to be retained by CTC for audit purposes):

FEDEX Printing  
 4321 Hope St.  
 Los Angeles, CA

02/07/2019 02:36 PM

TRANS - EEE74F9  
 MCC - BCB78857  
 PAYMENT - VISA 1234

SUBTOTAL: \$200.00  
 TAX: \$0.00  
 TOTAL: \$200.00

PLEASE COME AGAIN  
 THANK YOU

← Trip Details

02/13/2019, 5:25 PM \$25.00  
 Audi A4 8DREVKC

818 W. 7th Street, Los Angeles, CA  
 1234 Valley Blvd, Rosemead, CA

Your trip with Yahir

Help Receipt

UberX Receipt

FOR PRO OR ENTERPRISE MEMBERS ONLY

Trip Fare	\$22.69
Subtotal	\$22.69
Tolls, Surcharges, and Fees	\$2.31
Total	\$25.00

VISA 1234  
 02/13/2019, 5:25 PM \$25.00

Meeting with Project Manager  
 818 W. 7th Street  
 Los Angeles

02/13/2019  
 02:28 PM

\$50.00  
 TRANS:B854  
 AUTH: B7AF72F



TAX \$50.00  
 VISA 1234 \$50.00

ICC APPROVED  
 S819

THANK YOU  
 CUSTOMER COPY

**MEMORANDUM OF UNDERSTANDING  
No. M-008-24**

**SCAG Overall Work Program (OWP) No: 305-4926.01**

**Federal/State Awarding Agency:** State of California, Department of Housing and Community Development

**Sub-Recipient Name:** Los Angeles County Metropolitan Transportation Authority

**Sub-Recipient's UEI No:** C2BXZ6YF52A5

**Total Amount of Federal Funds Obligated to Sub-Recipient:** \$0

**Total Amount of Non-Federal Funds Obligated to Sub-Recipient:** \$41,279,497

**Total Amount of the Sub-Award:** \$41,279,497

**Subaward Period of Performance Start Date:** April 12, 2023

**Subaward Period of Performance End Date:** November 30, 2025

**Type of Contract:** Project Specific

**Method of Payment:** See Section 6 of this MOU

**Project R&D:** N/A

**Indirect Cost Rate for the Award:** Various – refer to LACMTA's FY24 Approved Negotiated Indirect Cost Rate Agreement

**Fringe Benefits Cost Rate for the Award:** Various – refer to LACMTA's FY24 Approved Rates

\*The Sub-Recipient's cognizant agency, Federal Transit Administration, approved the use of fiscal year (FY) 2024 rates (07/01/23~06/30/24) as indicated above. If the rates are later found to have included costs that are unallowable, Sub-Recipient will provide a refund for the unallowable indirect cost and fringe benefits amounts. Sub-Recipient must provide support for the cognizant agency approval of future FY rates.

**Subaward Project Title:** Los Angeles County Metropolitan Transportation Authority REAP 2.0 CTC Partnership Program Grant

**Subaward Project Description:** Los Angeles County Metropolitan Transportation Authority will utilize REAP 2.0 funding to fund county-specific pilots and projects to meet the REAP 2.0 Goals and Objectives within the SCAG region.

**MEMORANDUM OF UNDERSTANDING  
No. M-008-24**

**BETWEEN THE  
SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS  
AND LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY  
FOR REAP 2.0 CTC PARTNERSHIP PROGRAM GRANT**

(SCAG Project/OWP No. **305-4926.01**)

This Memorandum of Understanding (“MOU”) is entered into by and between the **Southern California Association of Governments** (“SCAG”) and **Los Angeles County Metropolitan Transportation Authority** (“Sub-Recipient”), for a CTC Partnership Program Grant. SCAG and Sub-Recipient may be individually referred to as “Party” and collectively as “Parties.”

**RECITALS**

WHEREAS, the Regional Early Action Planning Grants Program of 2021 (“REAP 2.0”) was established with a principal goal to make funding available to Metropolitan Planning Organizations (“MPO”) and other regional entities for transformative planning and implementation activities that meet housing and equity goals, reduce Vehicle Miles Traveled per capita, and advance implementation of the region’s Sustainable Communities Strategy or Alternative Planning Strategy, as applicable;

WHEREAS, the California Department of Housing and Community Development (“HCD”) administers REAP 2.0 in accordance with Health and Safety Code sections 50515.06 to 50515.10 (“Statutes”) and REAP 2.0 guidelines for MPO applicants released by HCD pursuant to the Statutes (“REAP 2.0 Guidelines”);

WHEREAS, SCAG is the federally designated MPO for Southern California, primarily responsible for the development of a Regional Transportation Plan/Sustainable Communities Strategy (“RTP/SCS” also known as “Connect SoCal”) for the counties of Imperial, Los Angeles, Orange, San Bernardino, Riverside, and Ventura;

WHEREAS, HCD awarded a total of \$246,024,084 to SCAG under REAP 2.0;

WHEREAS, on November 3, 2022, SCAG approved the Program Guidelines (“Program Guidelines”) for the REAP 2.0 County Transportation Commission Partnership Program (“Program”) which authorized up to \$80,000,000 to fund county-specific projects;

WHEREAS, on April 12, 2023, SCAG released a Call for Applications for the Program;

WHEREAS, Sub-Recipient, a County Transportation Commission (“CTC”) eligible for funds under the Program, developed and submitted proposed projects for the Program and the following proposed projects (collectively the “Projects”) were reviewed by SCAG, determined to be consistent with the REAP 2.0 Guidelines and Program Guidelines, and thereafter approved by SCAG on July 6, 2023:

1. Enhanced GoSGV E-Bike Share Program

2. North Hollywood Transit Center
3. Countywide Signal Priority Cloud-Based Solution
4. Traffic Reduction Study
5. Metro Bike Share In-Fill Expansion
6. Urban Wilderness Access Feasibility Plan
7. First Last Mile Revolution: Transforming Metro Connections to Housing
8. Mobility Wallets Pilot 2.0 Challenge and Low-Income
9. Connecting Communities with Stress Free Connections
10. Developing Neighborhood Mobility Hub Projects in Disadvantaged Communities in the South Bay

WHEREAS, the purpose of this MOU is to describe the responsibilities of the Parties.

**NOW THEREFORE, IT IS MUTUALLY AGREED THAT:**

**1. Recitals and Exhibits**

The Recitals and all exhibits referred to in this MOU are incorporated herein by this reference and made a part of the provisions of this MOU.

**2. Term**

The Term of this MOU shall begin on the Effective Date and continue until November 30, 2025, (“Completion Date”), unless terminated earlier as provided herein. Time is of the essence in the performance of services under this MOU.

**3. Scope of Work and Sub-Recipient’s Responsibilities**

- a. Sub-Recipient shall be responsible for implementing the Projects in accordance with the “Scopes of Work” attached as:

Exhibit A-1 – Enhanced GoSGV E-Bike Share Program (LA01)  
Exhibit A-2 – North Hollywood Transit Center (LA02)  
Exhibit A-3 – Countywide Signal Priority Cloud-Based Solution (LA03)  
Exhibit A-4 – Traffic Reduction Study (LA04)  
Exhibit A-5 – Metro Bike Share In-Fill Expansion (LA05)  
Exhibit A-6 – Urban Wilderness Access Feasibility Plan (LA06)  
Exhibit A-7 – First Last Mile Revolution: Transforming Metro Connections to Housing (LA07)  
Exhibit A-8 – Mobility Wallets Pilot 2.0 Challenge and Low-Income (LA08)  
Exhibit A-9 – Connecting Communities with Stress Free Connections (LA09)  
Exhibit A-10 – Developing Neighborhood Mobility Hub Projects in Disadvantaged Communities in the South Bay (LA10)

- b. Interim deliverables and tasks, including their sub-allocated budgets and schedules, required to implement the Scopes of Work shall be documented using the Scope of Work Approval Form, attached as Exhibit B (“SOW Approval Form”). The SOW Approval Form must be signed by Sub-



Recipient's Project Manager and SCAG's Deputy Director or their designee prior to the performance of the work outlined in the SOW Approval Form. The SOW Approval Form may be signed by way of a manual or authorized digital signature, or a signature stamp. The SOW Approval Form may be used to document interim deliverables and interim deliverable budgets and schedules but may not be used to modify the deliverables and budget noted in this MOU. The SOW Approval Form may be amended subject to approval by SCAG. No amendment to the SOW Approval Form shall be valid unless made in writing and signed by the Parties. If there is a conflict between the SOW Approval Form and this MOU, this MOU shall prevail.

- c. Sub-Recipient must demonstrate a clear and significant nexus to all the REAP 2.0 Goals and Objectives, as described in Section 9 of this MOU, and must carry out the Projects to meet the REAP 2.0 Goals and Objectives. Any lack of action or action inconsistent with REAP 2.0 Goals and Objectives may result in review and could be subject to modification of funding, termination of this MOU, and repayment of the Grant Funds.
- d. In compliance with Section 3.e., Sub-Recipient shall procure and manage one or more consultants to ensure the Scopes of Work, as outlined in the most current fully executed SOW Approval Form, are fully performed and the Projects are completed in compliance with this MOU and all applicable laws and regulations.
- e. As a recipient of federal and state funds, SCAG has the responsibility for ensuring that its procurement process complies with all applicable federal, state and funding requirements. For all agreements entered into containing funds provided under this MOU or to perform work under this MOU, Sub-Recipient shall procure in compliance with all applicable federal, state, and local laws and regulations.
- f. The term "Consultant(s)" shall hereinafter refer to all entities that Sub-Recipient procures, manages, or otherwise enters into contracts or agreements with, in furtherance of the Projects or this MOU regardless of the timing, nature of service/work provided or type of organization, including but not limited to government entities, political subdivisions, subrecipients, consultants, contractors, service providers, suppliers, independent contractors, professionals, managers, architects, engineers, and subcontractors.
- g. Upon request, Sub-Recipient shall provide information to the SCAG Project Manager regarding any existing solicitation including but not limited to Requests for Proposals, Invitation for Bids, Request for Qualifications, and Requests for Quotation (collectively "RFP"). For new RFPs developed or finalized after the Effective Date of this MOU, Sub-Recipient shall provide a copy of the RFP to the SCAG Project Manager. SCAG may require documentation of RFPs and Notices to Proceed before approval of invoice reimbursement.
- h. When requested, Sub-Recipient shall provide other related documentation of compliance, as determined by SCAG, with applicable procurement requirements and terms and conditions of this MOU within ten (10) days of the request.
- i. Sub-Recipient shall be responsible for reviewing and paying Consultant(s)' invoices prior to submitting invoices for repayment.

- j. Sub-Recipient shall be accountable to SCAG and HCD to ensure Consultant(s)' performance. Sub-Recipient's Project Manager shall be responsible for final approval of Consultant(s)' deliverables consistent with the Scopes of Work, as outlined in the most current fully executed SOW Approval Form; provided, however, that prior to approving a deliverable from the Consultant(s), Sub-Recipient's Project Manager shall provide a copy of the deliverable to SCAG's Project Manager.
- k. Any and all notices, reports, or other communications required by this MOU, including but not limited to invoices, accounting reports, supporting documentation, and monitoring reports, shall be submitted under the penalty of perjury.

#### **4. Project Management**

- a. All work under this MOU shall be coordinated with SCAG and Sub-Recipient through the Project Managers.
- b. For purposes of this MOU, SCAG designates the following individual(s) as its Project Manager:

**Sirinya Matute**  
Senior Regional Planner  
(213) 630-1531  
matute@scag.ca.gov

SCAG reserves the right to change this designation upon written notice to Sub-Recipient.

- c. For purposes of this MOU, Sub-Recipient designates the following individual(s) as its Project Manager:

**Nathan Maddox**  
LA Metro  
Senior Manager, Transportation Planning  
Countywide Planning and Development, Grants Management & Oversight  
(213) 547-4318

**Anne Flores**  
LA Metro  
Senior Manager, Transportation Planning  
Countywide Planning, and Development, Subrecipient Grants Management  
(213) 922-4894

Sub-Recipient reserves the right to change this designation upon written notice to SCAG.

#### **5. Funding**

- a. SCAG's contribution to the Projects is funded wholly with REAP 2.0 funds, in an amount not to exceed \$41,279,497 ("Grant Funds"). The individual Projects shall be funded as follows ("Project Funds"):

Enhanced GoSGV E-Bike Share Program – \$2,625,469  
 North Hollywood Transit Center – \$15,000,000  
 Countywide Signal Priority Cloud Based Solution – \$4,004,028  
 Traffic Reduction Study – \$1,000,000  
 Metro Bike Share In-fill Expansion – \$7,550,000  
 Urban Wilderness Access Feasibility Plan – \$372,000  
 First Last Mile Revolution: Transforming Metro Connections to Housing – \$1,050,000  
 Mobility Wallets Pilot 2.0: Challenge and Low-Income – \$4,023,750  
 Connecting Communities with Stress Free Connections – \$5,250,000  
 Developing Neighborhood Mobility Hub Pilot Projects in Disadvantaged Communities in the South Bay – \$404,250

- b. SCAG shall not be obligated to make payments for any Project costs that exceed the Project Funds for that Project or the Grant Funds for the Projects. SCAG shall not be obligated to pay for any increase in Project costs which exceeds the Project's budget included in this MOU and the most current fully executed SOW Approval Form, the Project Funds for that Project, or the Grant Funds for the Projects. SCAG shall not be obligated to make payments from any source other than funds provided by HCD to SCAG pursuant to REAP 2.0. In the event HCD terminates its agreement to provide funds or reduces the funds provided, SCAG shall have the right to terminate this MOU, in accordance with Section 17, or to amend this MOU to reflect the changes in funding.
- c. SCAG shall make payments to Sub-Recipient only for work performed within the Period of Performance as part of the Scopes of Work, as outlined in the most current fully executed SOW Approval Form, and consistent with REAP 2.0 Goals and Objectives, REAP 2.0 Guidelines, and Program Guidelines. For purposes of this MOU the Period of Performance shall be from April 12, 2023 until the Completion Date.
- d. SCAG reserves the right, in its sole discretion, to discontinue funding any one or more of the Projects and/or terminate this MOU as described in Section 17.
- e. Any costs for which Sub-Recipient receives reimbursement or credit that is determined by a subsequent audit or other review by either SCAG, HCD, other State authorities or federal cognizant agency to be ineligible or otherwise unallowable, are to be repaid by Sub-Recipient within thirty (30) calendar days of Sub-Recipient receiving notice or a written demand for reimbursement from SCAG. Such repayment may include interest, penalties or related fees, as determined by HCD or other State authorities. Should Sub-Recipient fail to reimburse unallowable costs due to SCAG within thirty (30) calendar days of demand, or within such other period as may be agreed between both parties hereto, SCAG is authorized to withhold and/or off-set future payments to Sub-Recipient.

## **6. Invoices**

- a. This MOU is a Cost Reimbursement agreement. Amounts claimed must reflect the actual incurred and paid cost of completed work. The actual incurred and paid costs may not exceed the Project's budget set forth in the most current fully executed SOW Approval Form. All invoices submitted to SCAG for payment shall be e-mailed to [accountspayable@scag.ca.gov](mailto:accountspayable@scag.ca.gov) (file cannot exceed

10MB). All invoices submitted to SCAG for the Projects shall reference the OWP Project Number (OWP No. 305-4926.01). A separate invoice must be submitted for each individual Project.

- b. By the twenty-first following the start of a new quarter (i.e., January 21, April 21, July 21, October 21), Sub-Recipient shall submit an invoice for each Project to SCAG using the “Invoice Report” attached as Exhibit C. The Invoice Report must be submitted in both PDF format and the Excel file provided by SCAG. The Invoice Report shall also include, in narrative form, a progress report section with a description of services performed by Sub-Recipient’s staff and Consultant(s) as well as progress toward completion of tasks related to the Project for the invoice period, a reporting of all costs incurred for that period, and progress achieved toward the REAP 2.0 Goals and Objectives. The invoice progress report shall serve as the formal quarterly reporting for the project. SCAG shall review the Invoice Report for compliance with this MOU. If SCAG determines that the Invoice Report is compliant with this MOU, SCAG shall approve the Invoice Report and issue payment to the Sub-Recipient.
- c. Incomplete or inaccurate invoices may be returned to Sub-Recipient for correction without payment until corrected and approved. SCAG may, at its discretion, disallow any unsupported costs and process the invoice. If Sub-Recipient corrects the error, the disallowed items can be included in the next set of invoices.
- d. Travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Human Resources for similar employees (i.e. non-represented employees) unless written verification is supplied that government hotel rates were not then commercially available to Sub-Recipient, and its Consultant(s) at the time and location required as specified in the California Department of Transportation’s Travel Guide Exception Process, which can be found at the following link: [http://www.dot.ca.gov/hq/asc/travel/ap\\_b/bul.htm](http://www.dot.ca.gov/hq/asc/travel/ap_b/bul.htm). Also see the link for a summary of travel reimbursement rules.
- e. The Parties acknowledge that SCAG’s fiscal year is from July 1 to June 30. Sub-Recipient agrees to submit all invoices to SCAG for eligible expenses incurred through June 30<sup>th</sup>, no later than July 21<sup>st</sup> during the Term of this MOU. SCAG shall not be obligated to pay Sub-Recipient for any invoice received after such date.
- f. Sub-Recipient shall submit its final invoice to SCAG within thirty (30) days of the completion of each individual Project, but no later than December 31, 2025, whichever is first. SCAG shall not be obligated to pay-Sub Recipient for any invoice received after such date.
- g. Sub-Recipient will require that its Consultant(s) pay any contractors and subcontractors for satisfactorily completed work no later than ten (10) days of receipt of each payment from Sub-Recipient. The ten (10) calendar days period is applicable unless a shorter period is required by applicable law.

## **7. Reporting**

- a. At any time during the term of this MOU, SCAG may request additional information, as needed, to demonstrate satisfaction of all requirements identified in the MOU.

- b. By February 10 of each year following receipt of funding pursuant to this MOU, Sub-Recipient shall submit an Annual Report using the “Sub-Recipient Report Template,” attached as Exhibit D (“Report Template”). Sub-Recipient shall submit a separate Annual Report for each Project. The Annual Report shall include, in narrative form, a description of services performed by Sub-Recipient’s staff and Consultant(s) as well as progress toward completion of tasks related to the Project for the prior year, a reporting of all costs incurred for that period, and progress achieved toward the REAP 2.0 Goals and Objectives.
- c. When a Project is finalized, and no later than December 31, 2025, Sub-Recipient shall submit a Close-Out Report for the Project. At the time of the execution of this MOU, HCD has not provided the requirements for the Close-Out Report due to HCD by all grantees at the conclusion of the grant performance period. Therefore, the Close-Out Report format required by SCAG of Sub-Recipient is not available at this time, but will be provided when it becomes available.
- d. All reports submitted to SCAG shall reference the OWP Project Number (OWP No. 305-4926.01).

## **8. Accounting**

- a. Sub-Recipient shall establish and maintain an accounting system and reports that properly accumulate incurred Project costs by line. The accounting system shall conform to Generally Accepted Accounting Principles (“GAAP”), enable the determination of incurred costs as interim points of completion, and provide support for payment vouchers and invoices.
- b. Sub-Recipient shall establish a separate ledger account for receipts and expenditures of Project Funds and Grant Funds and maintain expenditure details in accordance with the Scopes of Work, as outlined in the most current fully executed SOW Approval Form, for each Project.
- c. Sub-Recipient shall maintain documentation of its completed procurements (including the use of sole source purchasing), and financial records of expenditures incurred during the course of the Projects in accordance with GAAP.

## **9. Allowable Uses of Grant Funds**

- a. SCAG shall not award or disburse funds unless it determines that the Project Funds and Grant Funds shall be expended in compliance with the REAP 2.0 Goals and Objectives.
  - i. REAP 2.0 Goals (“Goals”) are to invest in housing, planning, and infill housing-supportive infrastructure across the entire state in a manner that reduces Vehicle Miles Traveled (“VMT”), increases housing affordability, and advances equity. More detailed information on the Goals can be found in Section 201 of the [REAP 2.0 Notice of Funding Availability \(“NOFA”\) and Final Guidelines for MPO Applicants](#) and are made a part of the provisions of this MOU as if set forth in full.
  - ii. REAP 2.0 Objectives (“Objectives”) include: (1) accelerating infill development that facilitates housing supply, choice, and affordability; (2) affirmatively furthering fair housing; (3) reducing vehicle miles traveled. More detailed information on the Objectives can be found in

Section 202 of the [REAP 2.0 NOFA and Final Guidelines for MPO Applicants](#) and are made a part of the provisions of this MOU as if set forth in full.

- b. Project Funds and Grant Funds shall only be used by Sub-Recipient for activities approved by SCAG and included in the Scopes of Work, as outlined in the most current fully executed SOW Approval Form.
- c. Project Funds and Grant Funds may not be used for administrative costs of persons employed by Sub-Recipient for activities not directly related to eligible activities.
- d. Sub-Recipient shall use no more than five percent (5%) of the Project Funds for administrative costs related to a Project, or a maximum of \$2,063,974.85, whichever is lower. For purposes of this MOU, administrative costs are the costs incurred in direct support of grant administration that are not included in the organization's indirect cost pool. Additional funds may be used from other sources solely contributed by Sub-Recipient to support Sub-Recipient's administration of the Projects.
  - i. Sub-Recipient must clearly indicate if funds will be used towards administrative costs on or before the Effective Date of this MOU.
  - ii. If Sub-Recipient is seeking reimbursement for indirect costs and/or fringe benefits costs, they must annually submit an Indirect Cost Allocation Plan ("ICAP") or an Indirect Cost Rate Proposal ("ICRP") to its cognizant agency for indirect costs and/or fringe benefits costs in accordance with Title 2 Code of Federal Regulations Part 200 (2 CFR 200) Uniform Administrative Requirements, Cost Principles, And Audit Requirements For Federal Awards. The cognizant agency for indirect costs and/or fringe benefits costs means the federal agency responsible for reviewing, negotiating, and approving ICAPs or ICRPs. Sub-Recipient must provide their approved indirect cost rate and/or fringe benefit rate and provide a copy to SCAG Project Manager of the approved negotiated indirect cost rate agreement ("NICRA") for the current fiscal year and subsequent years throughout the performance period. Indirect costs and/or fringe benefits costs may be sought for reimbursement only if Sub-Recipient has an approved NICRA from its cognizant agency on or before the Effective Date of this MOU.
  - iii. If Sub-Recipient is seeking reimbursement for fringe benefits costs with absence of the approved NICRA and proposes to use a rate to allocate the fringe benefits costs on the basis of entity-wide salaries and wages of the employees receiving the benefits, they must annually prepare the fringe benefits cost allocation plan in accordance with Title 2 Code of Federal Regulations Part 200 (2 CFR 200) Uniform Administrative Requirements, Cost Principles, And Audit Requirements For Federal Awards and provide a letter from the Sub-Recipient's independent auditor confirming the compliance for the current fiscal year and subsequent years throughout the performance period.
  - iv. If Sub-Recipient elects a de minimis indirect cost rate of 10%, they must annually complete a certification form provided by SCAG Project Manager to confirm the eligibility and compliance with Title 2 Code of Federal Regulations Part 200 (2 CFR 200) Uniform Administrative Requirements, Cost Principles, And Audit Requirements For Federal Awards and submit the signed form to SCAG Project Manager for the current fiscal year and

subsequent years throughout the performance period. The de minimis rate of 10% is to be applied to modified total direct costs (MTDC) as defined by 2 CFR Part 200.1.

- e. There must be a strong implementation component for the funded activity through REAP 2.0, including, where appropriate, agreement by Sub-Recipient to submit the completed planning document to the applicable board, council, or other entity for adoption. If Sub-Recipient does not formally request adoption of the funded activity, it may be subject to repayment of the Grant Funds.

## **10. Work Products**

- a. For purposes of this MOU, "Work Products" shall mean all deliverables created or produced under this MOU including, but not limited to, all deliverables conceived or made either solely or jointly with others during the term of this MOU and during a period of six months after the termination thereof, which relates to the Projects. Work Products shall not include real property or capital improvements. Work Products includes all deliverables, inventions, innovations, improvements, or other works of authorship Sub-Recipient or Consultant(s) may conceive of or develop in the course of this MOU, whether or not they are eligible for patent, copyright, trademark, trade secret or other legal protection.
- b. Sub-Recipient shall submit one (1) electronic copy of all Work Products associated with the Projects to the assigned SCAG Project Manager.
- c. SCAG shall own all Work Products. SCAG grants to Sub-Recipient a perpetual royalty-free, non-assignable, non-exclusive and irrevocable license to reproduce, publish or otherwise use Work Products related to the Projects and developed as part of this MOU; provided, however, that any reproduction, publishing, or reuse of the Work Products will be at Sub-Recipient's sole risk and without liability or legal exposure to SCAG.
- d. Subject to any provisions of law, including but not limited to the California Public Records Act, all deliverables and related materials related to the Projects shall be held confidential by Sub-Recipient. Nothing furnished to SCAG which is otherwise known or is generally known, or has become known, to the related industry shall be deemed confidential. Sub-Recipient shall safeguard such confidential materials from unauthorized disclosure, using the same standard of care to avoid disclosure as Sub-Recipient treats its confidential information, but in no case less than reasonable care.

## **11. Amendments**

No amendment or variation of the terms of this MOU shall be valid unless made in writing and signed by the Parties. If an amendment is to become effective before the date of full execution by the Parties, the effective date of such amendment shall be no earlier than the date that SCAG received the request.

## **12. Notices**

Any notice or notices required or permitted to be given pursuant to this MOU may be personally served on the other Party by the Party giving such notice, or may be served by certified mail, return receipt requested, to the following addresses:

To SCAG: Cindy Giraldo  
Chief Financial Officer  
Southern California Association of Governments  
900 Wilshire Blvd., Suite 1700  
Los Angeles, CA 90017  
(213) 630-1413  
giraldo@scag.ca.gov

SCAG reserves the right to change this designation upon written notice to Sub-Recipient.

To Sub-Recipient:

Los Angeles County Metropolitan Transportation Authority  
Attn: Shawn Atlow  
Executive Officer, Countywide Planning & Development  
One Gateway Plaza, Mail Stop 99-23-03  
Los Angeles, CA 90012  
(213) 547-4315  
Atlows@metro.net

### **13. Insurance**

- a. Sub-Recipient, at their own expense, shall procure and maintain policies of insurance, or provide evidence of self-insurance, of the types and amounts below, for the duration of the MOU. The policies shall state they afford primary coverage.

<b>Insurance Type</b>	<b>Requirements</b>	<b>Limits</b>
General Liability	Commercial General Liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01.	Not less than \$5,000,000 per occurrence, \$10,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.
Automobile Liability	Automobile insurance at least as broad as Insurance Services Office form CA 00 01.	Covering bodily injury and property damage for all activities of the Sub-Recipient arising out of or in connection with work to be performed under this MOU, including coverage for any owned, hired, non-owned, or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.
Workers' Compensation/ Employer's Liability	Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. Not required for sole proprietors or Sub-Recipients with no	Including Occupational Diseases in accordance with California Law and Employers' Liability Insurance with a limit of not less than \$1,000,000 each accident.



	employees.	
Professional Liability Insurance	Professional Liability (Errors and Omissions) insurance appropriate to the Sub-Recipient's profession.	With limits of not less than \$3,000,000 per occurrence. In addition, it shall be required that the professional liability insurance policy remain in effect for three (3) years after the Completion Date of this MOU.
Builders Risk	Upon commencement of construction and with approval of SCAG, Sub-Recipient shall obtain and maintain builder's risk (course of construction) for the entire duration of the Project. Not required for Projects without construction.	Sub-Recipient shall purchase and maintain property insurance written on a builder's risk "Special Form Cause of Loss" or equivalent policy form in an amount not to exceed amount of the Contract, plus the cost of materials supplied or installed by others on a full replacement cost basis. The Builder's Risk policy shall include a soft cost endorsement that covers soft costs equal to twenty percent (20%) of the Contract's full value. Soft costs are defined as certain expenses, <u>in</u> addition to labor and materials, required to complete the Project that has been delayed due to unexpected physical damage and include, but are not limited to, the following: legal/accounting fees, design or other professional fees, financing costs, taxes, general administration, lease expenses, permit fees and insurance premiums. This insurance shall include the interests of the Additional Insureds as named below, Sub-Recipient and the subcontractors of every tier on the Project as insureds. The insurance shall cover without limitation, loss or damage to the Work arising from the perils covered under "Special Form Cause of Loss" form coverage including, without duplication of coverage for theft, fire, lightning, explosion, or hail, smoke, aircraft or vehicles, riot or civil commotion, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, false-work, testing and delay of startup, temporary buildings, property in transit and while stored at a temporary location, debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Sub-Recipient's services and expenses required as a result of such loss. During the Project construction period, Sub-Recipient and its subcontractors shall mutually waive all rights of recovery against each other and against the Additional Insureds identified below for damages caused by fire or other perils

		covered by the Builders Risk “Special Form Cause of Loss” insurance. All applicable policies of insurance covering the Work or the property of the Sub-Recipient or subcontractor shall be endorsed to provide a waiver of subrogation in favor of the Additional Insureds identified below, Sub-Recipient and all subcontractors of every tier. Further, Sub-Recipient hereby releases, and shall cause its subcontractors to release, the Indemnitees identified in section 14 from any and all claims, losses and damages caused by fire or other perils covered by the Builders Risk “Special Form Cause of Loss” insurance. There shall be no deductible or self-insured retention exceeding \$10,000.00 per loss, other than earthquake or flood which may have deductible or self-insured retentions not exceeding \$50,000.00. The policy may have sublimits not less than the following: Earthquake \$5,000,000.00 Flood \$1,000,000.00
Pollution Liability	Coverage shall provide for liability arising out of sudden, accidental, and gradual pollution, and remediation. Not required for Projects without construction.	The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. All activities contemplated in this MOU shall be specifically scheduled on the policy as “covered operations.” The policy shall provide coverage for remediation of the site in the event of an environmental contamination event arising out of the materials, supplies, products, work, operations, or workmanship.
Products/Completed Operations Coverage	Coverage shall extend a minimum of three (3) years after project completion. Not required for Projects without construction.	Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the Policy must include work performed “by or on behalf” of the insured. Policy shall contain no language that would invalidate or remove the insurer’s duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer. SCAG, its officials, officers, agents, and employees, shall be included as additional insureds under the Products and Completed Operations coverage.

- b. Higher Limits: no representation is made that the minimum insurance requirements of this agreement are sufficient to cover the indemnity or other obligations of the sub-recipient under this agreement.

- c. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
  - i. SCAG, its officials, employees, and volunteers are to be covered as additional insureds, as respects to liability arising out of the activities performed by or on behalf of Sub-Recipient; products and completed operations of Sub-Recipient; premises owned, occupied or used by Sub-Recipient; or automobiles owned leased, hired or borrowed by Sub-Recipient. The coverage shall contain no special limitations on the scope of protection afforded to SCAG, its officials and employees.
  - ii. For any claims related to this Project, Sub-Recipient's insurance coverage shall be primary insurance as respects SCAG, its officials and employees. Any insurance or self-insurance maintained by SCAG shall be excess of Sub-Recipient's insurance and shall not contribute with it.
  - iii. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to SCAG, its officials and employees.
  - iv. Sub-Recipient's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- d. The Workers' Compensation and Employer's Liability policies shall include a waiver of subrogation endorsement in favor of SCAG, its, officials, employees, and volunteers.
- e. Any deductibles or self-insured retentions in amounts over \$10,000 must be declared to and approved by SCAG.
- f. Insurance is to be placed with California admitted insurers with a current A.M. Best's rating of no less than A and be admitted, unless otherwise approved by SCAG.
- g. Sub-Recipient shall furnish SCAG with original endorsements and certificates of insurance evidencing coverage required by this clause. All documents are to be signed by a person authorized by that insurer to bind coverage on its behalf. All documents are to be received and approved by SCAG before work commences. Upon request of SCAG at any time, Sub-Recipient shall provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.
- h. Sub-Recipient agrees to ensure that its Consultant(s) provide the same minimum insurance coverage and endorsements required of Sub-recipient. Sub-Recipient agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Section. However, in the event Sub-Recipient's Consultant(s) cannot comply with this requirement, which proof must be submitted to SCAG, Sub-Recipient shall be required to ensure that its Consultant(s) provide and maintain insurance coverage and endorsements sufficient to the specific risk of exposure involved with Consultant(s) scope of work and services, with limits less than required of the Sub-Recipient, but in all other terms consistent with the Sub-Recipient's requirements under this MOU. This provision does not relieve Sub-Recipient of its contractual obligations under the MOU and/or limit its liability to the

amount of insurance coverage provided by its Consultant(s). This provision is intended solely to provide Sub-Recipient with the ability to utilize Consultant(s) who may be otherwise qualified to perform the work or services but may not carry the same insurance limits as required of Sub-Recipient under this MOU given the limited scope of work or services provided by the Consultant(s). Sub-Recipient agrees that upon request, all agreements with Consultant(s) will be submitted to SCAG for review.

#### **14. Indemnification**

Sub-Recipient shall fully defend, indemnify and hold harmless SCAG, its members, officers, employees, and agents from any and all claims, losses, liabilities, damages, expenses, suits or actions including attorneys' fees, brought forth or arising under any theories or assertions of liability, occurring by or resulting from or otherwise related to the Projects or this MOU. Such obligations shall not, however, extend to any claims, losses, liabilities, damages, expenses, suits or actions that arise from SCAG's gross negligence or willful misconduct.

#### **15. Disputes**

Except as otherwise provided in this MOU, any dispute arising under this MOU which is not resolved by mutual agreement shall be decided through binding arbitration by a three (3) member panel in accordance with the rules of the American Arbitration Association and as provided in this provision. If this provision differs from the rules of the American Arbitration Association, then this provision shall control. Sub-Recipient shall continue with the responsibilities under this MOU during any dispute until the dispute is resolved. A judgment upon the award rendered by arbitration may be entered into any court having jurisdiction thereof. The arbitration panel shall have the authority to grant any remedy or relief that would have been available to the Parties had the matter been heard in a court of law. Following arbitration, the arbitration panel shall prepare a written decision containing the essential findings and conclusions on which the award is based so as to ensure meaningful judicial review of the decision. All expenses and fees for the arbitrator and expenses for hearing facilities and other expenses of arbitration shall be borne equally by both Parties unless they agree otherwise or unless the arbitrator in the award assesses such expenses against one of the parties or allocates such expenses other than equally between the Parties. Either Party may bring an action in court to compel arbitration under this MOU and to enforce an arbitration award.

#### **16. Noncompliance**

In the event of nonperformance or noncompliance with any requirement of this MOU, including but not limited to project schedule or milestone timelines, as outlined in the most current fully executed SOW Approval Form, SCAG may:

- a. Issue a written notice to stop work. If such notice is provided, Sub-Recipient and its Consultant(s) shall immediately cease all work under the MOU. SCAG has the sole discretion to determine that Sub-Recipient is in compliance with the terms and conditions after a stop work order, and to deliver a written notice to Sub-Recipient to resume work under this MOU.
- b. Terminate this MOU pursuant to Section 17.

Notwithstanding the provisions set forth above, or any other provision contained in this MOU, no remedy conferred by any of the specific provisions of this MOU or the SOW Approval Form, is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy existing at law or in equity or by statute or otherwise.

## **17. Termination of MOU**

- a. Termination for Cancellation or Reduction in REAP 2.0 Funding. In the event HCD terminates or cancels funding to SCAG, this MOU is deemed to be terminated and SCAG shall be relieved of any and all obligations under this MOU as of the effective date of HCD's termination. In the event HCD reduces funding to SCAG, SCAG shall have the unilateral right to proportionally reduce funding to Sub-Recipient or terminate this MOU.
- b. Termination for Convenience. Either Party may terminate this MOU at any time by giving written notice to the other party of such termination at least thirty (30) calendar days before the effective date of such termination. Should SCAG terminate the MOU for convenience, upon receipt of the notice of termination, Sub-Recipient shall immediately take action to avoid incurring any additional obligation costs or expenses except as may be necessary to terminate its activities or the activities of its Consultant(s). SCAG shall pay Sub-Recipient its reasonable and allowable costs through the effective date of termination and is not liable for any expenses after termination, including any costs associated with Consultant(s). In such event, all finished or unfinished Work Products shall be provided to SCAG and Sub-Recipient shall be paid for all services performed by Consultant(s) and accepted by Sub-Recipient through the effective date of termination.
- c. Termination for Cause. If through any cause, either Party shall fail to timely and adequately fulfill its obligations under this MOU, or if either Party violates any of the covenants, terms, or stipulations of this MOU, the non-breaching Party shall thereupon have the right to terminate the MOU by giving not less than ten (10) calendar days written notice to the breaching Party of the intent to terminate and specifying the effective date thereof. The non-breaching Party shall provide a reasonable opportunity for the breaching Party to cure prior to termination. In no event shall such opportunity to cure extend beyond the term of the MOU. In the event that SCAG invokes this termination for cause provision, all finished or unfinished Work Products shall be provided to SCAG at its option.

## **18. Records Retention**

- a. Sub-Recipient and its Consultant(s) shall maintain all source documents, books and records connected with the Projects, all procurements related to the Projects, all work performed under this MOU, and evidence demonstrating the funding was used for the appropriate purposes for a minimum of five (5) years after December 31, 2026. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.
- b. If any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been started before the expiration of the required record retention period, all records shall be retained by Sub-Recipient and its Consultant(s) for five (5) years after: (a) the conclusion or resolution of the matter; (b) the date an audit resolution is achieved for each annual SCAG OWP; or (c) December 31, 2026, whichever is later.

**19. Monitoring and Audits**

- a. SCAG may monitor expenditures and activities of Sub-Recipient and its Consultant(s) as SCAG deems necessary to ensure compliance with the MOU, the Statutes, the REAP 2.0 Guidelines and the Program Guidelines.
- b. At any time during the term of this MOU, SCAG, HCD, the California Department of General Services, the California Bureau of State Audits, or their designated representatives may perform or cause to be performed a financial audit of any and all phases of the Projects. At their request, Sub-Recipient shall provide, at its own expense, a financial audit prepared by an independent certified public accountant.
- c. Sub-Recipient agrees that SCAG, HCD, the California Department of General Services, the California Bureau of State Audits, or their designated representatives shall have the right to review, obtain, and copy all records and supporting documentation related to the performance of this MOU. Sub-Recipient agrees to provide any relevant information requested. Copies shall be made and furnished to SCAG upon request at no cost to SCAG.
- d. Sub-Recipient agrees to permit SCAG, HCD, the California Department of General Services, the California Bureau of State Audits, or their designated representatives access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this MOU, the Statutes, the REAP 2.0 Guidelines, or applicable state and federal laws, rules, and regulations.
- e. If there are audit findings from SCAG or HCD's audit, Sub-Recipient must submit a detailed response acceptable to SCAG or HCD for each audit finding within ninety (90) days of the audit finding report.

**20. Small Business and Disabled Veteran Business Enterprise Participation**

- a. If for this MOU Sub-Recipient made a commitment to achieve small business participation, then Sub-Recipient must within 60 days of receiving final payment under this MOU (or within such other time period as may be specified elsewhere in this MOU) report to SCAG the actual percentage of small business participation that was achieved. (Gov. Code § 14841.)
- b. If for this MOU Sub-Recipient made a commitment to achieve disabled veteran business enterprise ("DVBE") participation, then Sub-Recipient must within 60 days of receiving final payment under this MOU (or within such other time period as may be specified elsewhere in this MOU) certify in a report to SCAG: (1) the total amount the Sub-Recipient received under the MOU; (2) the name and address of the DVBE(s) that participated in the performance of the MOU; (3) the amount each DVBE received from the Sub-Recipient; (4) that all payments under the MOU have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (M&V Code § 999.5(d); Gov. Code § 14841.)

**21. Compliance with Laws, Rules, and Regulations**

- a. Sub-Recipient agrees to comply with all federal, state and local laws, rules and regulations applicable to this MOU.
- b. Non-Discrimination/Equal Employment Opportunity
  - i. During the performance of this MOU, Sub-Recipient assures that no person shall be denied the MOU's benefits, be excluded from participation or employment, be denied Project benefits, or be subjected to discrimination based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, under the Projects or any program or activity funded by this MOU, as required by Title VI of the Civil Rights Act of 1964, the Fair Housing Act (42 U.S.C. §§ 3601-20) and all implementing regulations, the Americans with Disabilities Act ("ADA") of 1990 (42 U.S.C. §§ 12101 *et seq.*) and all applicable regulations and guidelines issued pursuant to the ADA, and the Age Discrimination Act of 1975 and all implementing regulations. Sub-Recipient shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
  - ii. Sub-Recipient shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code § 12900 *et seq.*), the regulations promulgated thereunder (Cal. Code Regs. tit. 2, § 11000 *et seq.*), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§ 11135-11139.5), and the regulations or standards adopted by HCD to implement such article.
  - iii. Sub-Recipient shall permit access by representatives of the Department of Fair Employment and Housing, SCAG, and HCD upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as the Department of Fair Employment and Housing, SCAG, or HCD shall require to ascertain compliance with this Section.
  - iv. Sub-Recipient shall give written notice of its obligations under this Section to labor organizations with which they have a collective bargaining or other agreement.
  - v. Sub-Recipient shall adopt and implement affirmative processes and procedures that provide information, outreach and promotion of opportunities in the Projects to encourage participation of all persons regardless of race, color, national origin, sex, religion, familial status, or disability. This includes, but is not limited to, a minority outreach program to ensure the inclusion, to the maximum extent possible, of minorities and women, and entities owned by minorities and women, as required by 24 C.F.R. § 92.351.
- c. Recycling Certification. Sub-Recipient shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to SCAG regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e),

the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code § 12205).

- d. Anti-Trust Claims. Sub-Recipient, by signing this MOU, hereby certifies that if these services or goods are obtained by means of a competitive bid, the Sub-Recipient shall comply with Title 1, Division 5, Chapter 11 of the California Government Code (Gov. Code §§ 4550-4554).
- e. Child Support Compliance Act. If the Grant Funds provided under this MOU are in excess of \$100,000, Sub-Recipient acknowledges in accordance with Public Contract Code 7110, that:
  - i. Sub-Recipient recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
  - ii. Sub-Recipient, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- f. Priority Hiring Considerations. If this MOU includes services in excess of \$200,000, the Sub-Recipient shall give priority consideration in filling vacancies in positions funded by the MOU to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
- g. Loss Leader. If this MOU involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC §10344(e).)

## **22. Public Works and Construction**

Without limiting the generality of Section 21.a., Sub-Recipient agrees to ensure compliance with all applicable legal authority regarding construction standards and requirements, including but not limited to the following:

- a. Labor Code Requirements
  - i. Sub-Recipient is hereby put on notice that the one or more of the Projects under the MOU may qualify as a public works project and Sub-Recipient will therefore be required to determine whether the Project falls under a classification that would require payment of prevailing wages. Services constituting public works are described in California Labor Code Sections 1720-1861, as may be amended or recodified by legislative action from time-to-time.
  - ii. If a Project qualifies as a public works project, Sub-Recipient shall be the Awarding Body for the public works project and required to comply with all requirements applicable to the Awarding Body.



- iii. If Sub-Recipient or its Consultant(s) will perform services that require payment of prevailing wages, they are required to register with the California Department of Industrial Relations (DIR) in order to be compliant with the law. Neither Sub-Recipient nor its Consultant(s) may work on a public works project without a current and active DIR registration.
  - iv. In the event that Sub-Recipient or its Consultant(s) engages in the performance of a public work under this MOU as defined by Labor Code Section 1770 *et seq.*, Sub-Recipient and its Consultant(s) shall be required to cause such employees who are entitled to prevailing wages, to be paid the required wage amounts pursuant to applicable state law. Sub-Recipient and its Consultant(s) shall ensure compliance with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
  - v. Sub-Recipient further acknowledges that any work that qualifies as a public work within the meaning of California Labor Code Section 1720 shall require Sub-Recipient and its Consultant(s) to comply with the provisions of California Labor Code Sections 1775 *et seq.* Sub-Recipient agrees to ensure compliance with Labor Code Section 1776 regarding retention and inspection of payroll records and noncompliance penalties, Labor Code Section 1777.5 regarding employment of registered apprentices, and Labor Code Section 1813 regarding forfeiture for violations of the maximum hours per day and per week provisions contained in the same chapter.
- b. Sub-Recipient shall comply with all applicable federal, state, and local procurement requirements for public works and construction projects and shall advertise, open bids, award, and approve all construction contracts in accordance with the California Public Contract Code and the California Labor Code.
  - c. All construction contracts for the Projects shall be administered and managed by Sub-Recipient. Sub-Recipient shall prepare or have prepared a detailed schedule of performance for the Projects, ensuring that all construction is completed within the timeline allowed by the MOU. Sub-Recipient shall be responsible for requiring the construction contractor to furnish any applicable labor and material bonds and payments and performance bonds naming the Sub-Recipient as obligee, and SCAG as additional obligee, or an insurance policy in lieu of such bonds.
  - d. Sub-Recipient agrees to procure any and all permits, licenses and approvals necessary to complete the Projects, including those necessary to perform design, construction, operation and maintenance, and to comply with all California Environmental Quality Act requirements applicable to the Projects. Sub-Recipient shall pay all charges and fees and give all notices necessary or incidental to the Projects.
  - e. Sub-Recipient shall prepare, or have prepared, all plans, specifications and estimates for the Projects and ensure that the Projects comply with all applicable federal and state accessibility requirements, including but not limited to the Americans with Disabilities Act, including its implementing regulations at 24 CFR Part 8 and any amendments, and California Government Code Section 4450, and applicable requirements and guidance provided in Title 24 of the California Code of Regulations, for the construction of buildings, structures, sidewalks, curbs and related facilities for accessibility and usability.

- f. Sub-Recipient shall conduct all necessary due diligence for the Projects, including but not limited to performing necessary environmental assessments/review of environmental hazard reports, conducting engineer/geotechnical review, commissioning title reports to identify and evaluate the condition of title and encumbrances on the subject property, determining the entity(ies) with site control, including whether any third parties have ownership or site control rights, and determining the suitability for the Project.
- g. Sub-Recipient shall ensure any contractors or subcontractors are paid in accordance with applicable laws and regulations.
- h. Sub-Recipient shall comply with the procedure set forth in Public Contracts Code Section 9204 for processing contractor claims, paying undisputed amounts, and requiring mediation of disputed amounts.
- i. Sub-Recipient shall be responsible for ensuring ongoing maintenance of the Projects after completion. SCAG shall not be responsible for ongoing maintenance of the Projects after completion.

### **23. Conflict of Interest**

The Parties shall comply with all applicable federal and state conflict of interest laws, regulations, and policies.

### **24. Independent Contractor**

Sub-Recipient and its Consultant(s) shall be independent contractors in the performance of this MOU, and not officers, employees, or agents of SCAG.

### **25. Assignment**

Neither Party shall assign any rights or interests in this MOU, or any part thereof, without the written consent of each Party to this MOU, which consent may be granted, withheld or conditioned in the consenting Party's sole and absolute discretion. Any assignment without such written consent shall be void and unenforceable. The covenants and agreement of this MOU shall inure to the benefit of and shall be binding upon each of the Parties and their respective successors and assignees.

### **26. Release of Information**

Sub-Recipient shall not release any information or Work Products to a third party or otherwise publish or utilize any information or Work Products obtained or produced by it as a result of or in connection with the performance of services under this MOU without the prior written authorization of SCAG, except as provided under this MOU or as required by law (including, without limitation, pursuant to the California Public Records Act).

All public-facing communications materials relating to this MOU or its subject matter shall acknowledge SCAG. Communications materials include, but are not limited to, site signage, printed information materials, print and online publications, websites, advertisements, video, public service

announcements, social media postings, events, media advisories, news releases, and all other related materials.

To ensure consistency of public information about SCAG programs and funded work products, Sub-Recipient is required to notify and coordinate with SCAG's Manager of Media & Public Affairs or a specified designee on any media inquiries or plans for proactively providing information to media outlets.

All communication materials must be provided to SCAG prior to completion so that inclusion of this element can be confirmed. SCAG will reply within three business days; if no reply is received, the Sub-Recipient can proceed without comments.

SCAG Communication Contact:

Alisha James  
james@scag.ca.gov  
(213) 236-1884

## **27. Non-Exclusivity**

Nothing herein is intended nor shall be construed as creating an exclusive arrangement between SCAG and Sub-Recipient. This MOU shall not restrict SCAG from acquiring similar, equal or like services from other entities or sources.

## **28. Severability**

If any provision of this MOU is held to be illegal, invalid, or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid, and enforceable, and the legality, validity, and enforceability of the remaining provisions shall not be affected thereby.

## **29. Survival**

The following sections survive expiration or termination of this MOU:

- Section 10 (Work Products)
- Section 12 (Notices)
- Section 13 (Insurance)
- Section 14 (Indemnification)
- Section 15 (Disputes)
- Section 18 (Records Retention)
- Section 19 (Monitoring and Audits)
- Section 21 (Compliance with Laws, Rules, and Regulations)
- Section 22 (Public Works and Construction)
- Section 23 (Conflict of Interest)
- Section 26 (Release of Information)
- Section 31 (Jurisdiction and Venue)
- Section 32 (Waiver)

### **30. Flow-Down Provisions**

Sub-Recipient shall include the following provisions in all agreements entered into containing funds provided under this MOU, require the provisions below that survive expiration or termination of this MOU to survive, and shall include a requirement in all agreements that each of them in turn include the requirements in all contracts and subcontracts they enter into to perform work under the Project. SCAG does not have a contractual relationship with Sub-Recipient's Consultants, and Sub-Recipient shall be fully responsible for monitoring and ensuring compliance with these provisions.

Section 3.c. (Scope of Work and Sub-Recipient's Responsibilities – nexus to REAP 2.0)  
Section 3.e. – 3.g. (Scope of Work and Sub-Recipient's Responsibilities – procurements)  
Section 3.k. (Scope of Work and Sub-Recipient's Responsibilities – penalty of perjury)  
Section 5.e. (Funding – repayment of ineligible costs)  
Section 6 (Invoices)  
Section 7 (Reporting)  
Section 8 (Accounting)  
Section 9 (Allowable Uses of Grant Funds)  
Section 10 (Work Products)  
Section 13 (Insurance)  
Section 14 (Indemnification)  
Section 18 (Records Retention)  
Section 19 (Monitoring and Audits)  
Section 21 (Compliance with Laws, Rules, and Regulations)  
Section 22 (Public Works and Construction)  
Section 23 (Conflict of Interest)  
Section 24 (Independent Contractor)  
Section 25 (Assignment)  
Section 26 (Release of Information)

Upon SCAG's request, Sub-Recipient shall provide SCAG a copy of any such agreement.

### **31. Jurisdiction and Venue**

This MOU shall be deemed an agreement under the laws of the State of California and for all purposes shall be interpreted in accordance with such laws. Subject to the provisions in Section 15, the Parties hereby agree and consent to the exclusive jurisdiction of the courts of the State of California and that the venue of any action brought thereunder shall be Los Angeles County, California.

### **32. Waiver**

No delay or failure by either Party to exercise or enforce at any time any right or provision of this MOU shall be considered a waiver thereof of such Party's right thereafter to exercise or enforce each and every right and provision of this MOU. A Waiver to be valid shall be in writing but need not be supported by consideration. No single waiver shall constitute a continuing or subsequent waiver.

**33. Standard of Care**

Sub-Recipient and its Consultant(s) shall perform the work required for the Project under this MOU in accordance with generally accepted industry standards, practices, and principles applicable to such work.

**34. Force Majeure**

Neither Party shall be liable or deemed to be in default for any delay or failure in performance under this MOU or interruption of services resulting, directly or indirectly, from acts of nature, civil or military authority, acts of public enemy, war, strikes, labor disputes, pandemics, or any other similar cause beyond the reasonable control of the Parties, provided that the Party seeking to delay or excuse its performance as a result of such event shall notify the other Party in writing of such circumstances within not more than ten (10) days following the first occurrence of the event forming the basis of the delay or excuse of performance. In the event that the Party seeking to delay or excuse its performance fails to timely deliver the notice described in the previous sentence, then such event shall not relieve the Party from its timely performance.

**35. Entire MOU**

This MOU, comprised of these terms and conditions, the attached exhibits, and any properly executed amendments, represents and contains the entire agreement of the Parties with respect to the matters set forth herein. This MOU supersedes any and all prior negotiations, discussions and, if any, previous agreements between the Parties with respect to the matters set forth herein.

**36. Execution**

This MOU, or any amendments related thereto, may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement. The signature page of this MOU or any amendments may be executed by way of a manual or authorized digital signature. Delivery of an executed counterpart of a signature page to this MOU or an amendment by electronic transmission scanned pages shall be deemed effective as a delivery of a manually or digitally executed counterpart to this MOU or any amendment.

**37. Effective Date**

This MOU shall be effective as of the last date on which the document is executed by all Parties.

**38. Authority**

Sub-Recipient warrants and certifies that it possesses the legal authority to execute this MOU and to undertake the Projects, and, if applicable, that a resolution, motion, or similar action has been fully adopted or passed, as an official act of Sub-Recipient's governing body, authorizing receipt of the Grant Funds, and directing and designating the authorized representative(s) of Sub-Recipient to act in connection with the Projects and to provide such additional information as may be required by SCAG.

**SIGNATURE PAGE TO  
MEMORANDUM OF UNDERSTANDING  
No. M-008-24**

IN WITNESS WHEREOF, the Parties have caused this Memorandum of Understanding to be executed by their duly authorized representatives as of the dates indicated below:

**SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS (“SCAG”)**

By:  DocuSigned by:  
Cindy Giraldo  
Chief Financial Officer  
12/20/2023  
Date

**APPROVED AS TO FORM:**

By:  DocuSigned by:  
Jeffery Elder  
Acting Chief Counsel  
12/20/2023  
Date

**LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (“Sub-Recipient”)**

By:  DocuSigned by:  
Stephanie N. Wiggins  
Chief Executive Officer  
12/20/2023  
Date

**APPROVED AS TO FORM:**

By:  DocuSigned by:  
Dawyn R. Harrison  
County Counsel  
12/20/2023  
Date

## LACMTA: Exhibit A1-A10 – Scopes of Work

### **Exhibit A-1 – LA01**

**Project Title:** Enhanced GoSGV E-Bike Share Program

**Project Description:** REAP 2.0 funding will fund expansion of the GoSGV E-Bike Share Program, launched in summer 2022 in partnership between the San Gabriel Valley Council of Governments and ActiveSGV. The GoSGV program ([www.goSGV.com](http://www.goSGV.com)) offers monthly subscriptions for electric-assist commuter and family/cargo bicycles. By providing a high-quality e-bike or family/cargo e-bike at a lower, more manageable monthly cost on a longer-term basis, users have consistent access and can determine if the technology works well for them, can replace their drive-alone trips, and ultimately reduce their vehicle miles traveled (VMT). Participants are able to choose from two types of good-quality, UL-certified e-bike: a commuter-style “City” e-bike, or a family/cargo “box bike” with child harnesses designed to carry larger loads and/or small children. Through REAP 2.0 funds this program will also purchase e-trikes, to provide expand access to individuals with physical limitations.

The proposed project is designed to build upon the most successful elements of the program by increasing access to low-income and disadvantaged community residents of the San Gabriel Valley, expanding the number and type of e-cargo bikes available for long-term sharing by the public, improving VMT impact evaluation through the use of advanced GPS, and introducing an e-cargo bike rebate for program graduates. Program staff will focus outreach, education, and incentives on residents of these communities, with graduated pricing and incentives providing more equitable access to residents in greatest need, centered on residents of disadvantaged and historically-underserved communities, and income-eligible residents

**Final Deliverable:**

- Final Program Evaluation Report

**Project Budget:** \$2,625,469

## **Exhibit A-2 – LA02**

**Project Title:** North Hollywood Transit Center

**Project Description:** The project will result in an expanded North Hollywood Transit Center that increases and improves multi-modal transportation options for area residents and transit riders. The new Transit Center design improves the third busiest station in the Metro system and will accommodate increased transit demand from future bus rapid transit services and a planned mixed-use development project.

**Final Deliverable:**

- Construction documents
- Construction

**Project Budget:** \$15,000,000



### **Exhibit A-3 – LA03**

**Project Title:** Countywide Signal Priority Cloud Based Solution

**Project Description:** The project will deploy innovative cloud-based transit signal priority improving transit service for riders throughout Los Angeles County.

**Final Deliverable:**

- Operating manual
- Operational reports

**Project Budget:** \$4,004,028

#### **Exhibit A-4 – LA04**

**Project Title:** Traffic Reduction Study

**Project Description:** The study will develop a plan for a congestion pricing pilot in Los Angeles County that improves roadway travel, reinvests in high-quality transportation alternatives, and includes assistance programs to address equity and fairness concerns.

**Final Deliverable:**

- Final Modeling Performance Evaluation Report
- Focus Group Comprehensive Report

**Project Budget:** \$1,000,000

## **Exhibit A-5 – LA05**

**Project Title:** Metro Bike Share In-fill Expansion

**Project Description:** The project installs new Metro Bike Share stations in Metro-defined Equity Focus Communities to fill in a service gap between the currently disconnected Metro Bike service areas on the Westside and Downtown/Central Los Angeles.

**Final Deliverable:**

- Final implementation plan
- Installation of new bike share stations
- Mobility Wallet for Metro Bike Share Report

**Project Budget:** \$7,550,000

## **Exhibit A-6 – LA6**

**Project Title:** Urban Wilderness Access Feasibility Plan

**Project Description:** The plan will create a comprehensive park access strategy to increase access and improve circulation to Griffith Park and surrounding parklands in the Hollywood Hills with a specific focus on improving access for disadvantaged communities.

**Final Deliverable:**

- Final Feasibility Plan

**Project Budget:** \$372,000

## **Exhibit A-7 – LA07**

**Project Title:** First Last Mile Revolution: Transforming Metro Connections to Housing

**Project Description:** The project will fund designs for improved transit and active transportation connections to 10 priority Metro stations to create safe, connected, and reliable transportation to access jobs, schools, and opportunities.

**Final Deliverable:**

- 30% Design Drawings
- Implementation Plans per Station Area

**Project Budget:** \$1,050,000

## **Exhibit A-8 – LA08**

**Project Title:** Mobility Wallets Pilot 2.0: Challenge and Low-Income

**Project Description:** The project will use an integrated wallet of shared transportation to incentivize non-drive alone trips and provide access to opportunity (including housing) through mobility.

**Final Deliverable:**

- Participant report
- Subsidy invoices
- Final Research Report

**Project Budget:** \$4,023,750

## **Exhibit A-9 – LA09**

**Project Title:** Connecting Communities with Stress Free Connections

**Project Description:** The project will deliver safety and connectivity investments in Mid City West, South LA, and Central LA by designing and constructing 10 innovative Toucan traffic signals that prioritize crossings for people walking and biking. This project will connect more than 20 miles of streets that currently are bisected by high-stress intersections without safe crossing points.

**Final Deliverable:**

- Construction documents
- Construction of traffic signals and curb cuts

**Project Budget:** \$5,250,000

## **Exhibit A-10 – LA10**

**Project Title:** Developing Neighborhood Mobility Hub Pilot Projects in Disadvantaged Communities in the South Bay

**Project Description:** The project develops an implementation plan for Neighborhood Mobility Hub Pilot Projects in South Bay disadvantaged and senior communities. The planned Neighborhood Mobility Hubs will serve as a place where individuals can access micro-transit, as well as shared mobility options that may include e-bikes, neighborhood electric vehicles, or other personal mobility options.

**Final Deliverable:**

- Final Mobility Hub Report
- Implementation Plan

**Project Budget:** \$404,250





## Exhibit B – Scope of Work Approval Form

Regional Early Action Planning Grants of 2021 (REAP 2.0)  
County Transportation Commission Partnership Program  
Scope of Work Approval Form - Project Summary

**CTC:**

**Project:**

☐ Original Scope of Work Approval

☐ Revision Requested - Add, Remove, or Change Project Manager

☐ Revision Requested to Project Tasks (Please check all that apply)

☐ Revise/Delete a Previously Approved Task ☐ Task Budget Revision

☐ Project/Task Date Change ☐ Change in Deliverable (Interim)

☐ Other (Please describe)

SCAG Approval Date: \_\_\_\_\_

Revision No. **NUMBER**

Revision Effective Date: \_\_\_\_\_

**Original Approved Summary of Projects Tasks (approved on **DATE**)**

### Project/Activity Tasks Outline

Task and sub-tasks	Staff/Consultant/ Both	Estimated cost	Begin date	End date	Deliverable
<b>1.0 Project Administration and Management</b>	Both	\$Click or tap here to enter text.			
	Both	\$Click or tap here to enter text.	Click to enter a date.	Click to enter a date.	
	Both	\$Click or tap here to enter text.	Click to enter a date.	Click to enter a date.	
	Both	\$Click or tap here to enter text.	Click to enter a date.	Click to enter a date.	
	Both	\$Click or tap here to enter text.	Click to enter a date.	Click to enter a date.	
<b>Total Project Cost</b>		\$Click to enter text.			



Regional Early Action Planning Grants of 2021 (REAP 2.0)  
County Transportation Commission Partnership Program  
Scope of Work Approval Form - Project Summary

**Requested Revisions to Project Tasks** *If a revision is requested, please also update the project/activity task outline(s) below and highlight the changes.*

**Revised Project/Activity Tasks Outline**

Task and sub-tasks	Staff/Consultant/ Both	Estimated cost	Begin date	End date	Deliverable
<b>1.0 Project Administration and Management</b>	Both	\$Click or tap here to enter text.			
	Both	\$Click or tap here to enter text.	Click to enter a date.	Click to enter a date.	
	Both	\$Click or tap here to enter text.	Click to enter a date.	Click to enter a date.	
	Both	\$Click or tap here to enter text.	Click to enter a date.	Click to enter a date.	
	Both	\$Click or tap here to enter text.	Click to enter a date.	Click to enter a date.	
<b>Total Project Cost</b>		\$Click to enter text.			

**Route all budget changes to Accounting and B&G.**

**Signatures below to approve revisions also indicate approval of any modifications to subsequent pages.**

**Revision Approval Requested By:**

CTC PROJECT MANAGER

Name / Title

**Revision Approved By:**

SCAG Deputy Director or Authorized Designee

Name / Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



Regional Early Action Planning (REAP) Grant  
Subregional Partnership Program  
Scope of Work Approval Form – New Project Sheets

### Project Metrics

Each REAP 2.0 project requires metrics to quantitatively measure the outcome of the project. Project metrics selected on this form will be included in the REAP 2.0 CTC quarterly progress reporting form. *Please select **all metrics** that will apply to your approved projects:*

1. ☐ Sample



**Exhibit C – Invoice Report****Invoice Submittal Instructions**

This checklist shows the required documents that must be included when submitting an invoice.

Data input is required in all tabs.

**NOTE: Sub-recipient can only claim costs incurred and paid to date.**

Invoice Attachments	Cost Reimbursement
Cost Reimbursement Summary	<input type="checkbox"/> (A)
Progress Report	<input type="checkbox"/> (B)
Line-Item Billing	<input type="checkbox"/> (C)
Labor Summary Report/Payroll Report	<input type="checkbox"/> (D)
ODC Summary	<input type="checkbox"/> (E)
Proof of Payments	<input type="checkbox"/> (F)

(A) The **Cost Reimbursement Summary** summarizes the information at the task level.

(B) The **Progress Report** shall describe the percentage and status of work completed at the task and overall level. The progress report should include the overall progress narrative including the work completed by the consultants. The progress report can be submitted in Word or PDF format, if desired.

(C) Enter all charges on the **Line-Item Billing** tab (direct labor, fringe, indirect/overhead, other direct costs, and consultants). The Sub-recipient can only claim costs incurred and paid to date. Reference all supporting documentation to the Line-Item Billing (in Column A)

(D) The **Labor Summary Report/Payroll Report** must account for the total SCAG activity for each employee during the pay period applicable to the project billed on the invoice.

(E) Provide a summary of **Other Direct Costs (ODCs)**, itemized by category. An example is provided.

(F) Submit proof of payments for all charges included in the **Line-Item Billing**.

1. Acceptable proof of payments are in the form of copy of checks or ACH payment confirmations. In addition, copy of paid invoices should also be provided for any consultants charges and payroll report/journal for all sub-recipient's direct labor charges.

2. Include a summary report from your financial accounting system showing total costs incurred to date (if available).

3. If the Indirect/Overhead Rate and/or Fringe Rate changed from the original approved rates, submit supporting documentation for review and approval with the invoice.

4. Reference all supporting documentation to the Line-Item Billing.

(G) Must submit electronic **Excel file** and signed **PDF file**.

**Note:** Sub-recipient is responsible for reviewing in detail all their consultant's charges and their subconsultant's charges, and verifying those charges are in compliance with the award and have been rendered in compliance with the Scope of Work. Sub-recipient shall retain all source documentation that account for Sub-recipient costs and payments made to consultants, contractors, vendors and subcontractors, including but not limited to, purchase orders, receipts, progress payments, subcontractor's invoices, timesheets, logs, travel requests, proof of payment, and financial reports. While some of these documents are not required to be submitted as part of the payment request, SCAG may request access to these documents at any time. Sub-recipient must retain these records as per Section 18 of the MOU and must ensure that only allowable costs are claimed.

Printed copy should be in Agency Letterhead

Cost Reimbursement Summary

Email Excel file and PDF file to:  
[accountspayable@scag.ca.gov](mailto:accountspayable@scag.ca.gov)  
Cindy Giraldo  
Chief Financial Officer  
Southern California Association of Governments  
900 Wilshire Blvd., Ste 1700  
Los Angeles, CA 90017

Date: \_\_\_\_\_  
Invoice #: \_\_\_\_\_  
Billing Period: \_\_\_\_\_  
MOU #: \_\_\_\_\_  
OWP #: \_\_\_\_\_  
MOU Term Date: \_\_\_\_\_  
Project Title: \_\_\_\_\_

Full Project Budget Amount                   \$       -  
Remaining Budget                               \$       -  
Percentage of Project Budget Spent               #DIV/0!  
Overall Percentage of Work Completion               0.00%

Cost Categories	Budget	Current Invoice	Previously Invoiced	YTD Expenditure	Balance
Task #1	\$ -	\$ -	\$ -	\$ -	\$ -
Task #2	\$ -	\$ -	\$ -	\$ -	\$ -
Task #3	\$ -	\$ -	\$ -	\$ -	\$ -
Task #4	\$ -	\$ -	\$ -	\$ -	\$ -
Task #5	\$ -	\$ -	\$ -	\$ -	\$ -
Task #6 - 5% Admin	\$ -	\$ -	\$ -	\$ -	\$ -
GRAND TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -

Please send check to:  
CTC Name  
Address  
City/State/ZIP

By signing this report under penalty of perjury, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. I will retain all supporting documentation as required and make it available upon request. I will refund any audit disallowances to SCAG.

\_\_\_\_\_  
Signature of an Authorized Official  
  
\_\_\_\_\_  
Full Name of an Official who is Authorized to Legally Bind the Organization

\_\_\_\_\_  
Title  
  
\_\_\_\_\_  
Date



Invoice #: 0  
Billing Period: 0  
MOU #: 0

Progress Report  
0

Overall Percentage of Work Completion: 0.00%

Task 1:	Task Name	0.00%
	<div><div></div></div>	
	<div><div></div></div>	
	<div><div></div></div>	
PENDING NEXT MONTH		
	<div><div></div></div>	
	<div><div></div></div>	
Task 2:	Task Name	0.00%
	<div><div></div></div>	
	<div><div></div></div>	
	<div><div></div></div>	
PENDING NEXT MONTH		
	<div><div></div></div>	
	<div><div></div></div>	
Task 3:	Task Name	0.00%
	<div><div></div></div>	
	<div><div></div></div>	
	<div><div></div></div>	
PENDING NEXT MONTH		
	<div><div></div></div>	
	<div><div></div></div>	
Task 4:	Task Name	0.00%
	<div><div></div></div>	
	<div><div></div></div>	
	<div><div></div></div>	
PENDING NEXT MONTH		
	<div><div></div></div>	
	<div><div></div></div>	
Task 5:	Task Name	0.00%
	<div><div></div></div>	
	<div><div></div></div>	
	<div><div></div></div>	
PENDING NEXT MONTH		
	<div><div></div></div>	
	<div><div></div></div>	
Task 6 - 5% Admin:	Task Name	0.00%
	<div><div></div></div>	
	<div><div></div></div>	
	<div><div></div></div>	
PENDING NEXT MONTH		
	<div><div></div></div>	
	<div><div></div></div>	

Invoice #:	0
Billing Period:	0
MOU #:	0
Project Title:	0

Reference No.	Cost Categories	Approved Rates	Task #1	Task #2	Task #3	Task #4	Task #5	Task #6 - 5% Admin	Grand Total (All tasks)
			Task Name	Task Name	Task Name	Task Name	Task Name	Task Name	Grand Total (All tasks)
			Amount	Amount	Amount	Amount	Amount	Amount	
	<u>Direct Labor Classification(s):</u>								
	Project Staff per Labor Summary Report/Payroll Report		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Subtotal - Direct Labor		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	<u>Indirect/Overhead &amp; Fringe</u> (inc. G&A):								
	Indirect/Overhead	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Fringe	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Subtotal - Overhead & Fringe (inc G&A):		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	<u>Other Direct Costs (ODCs)</u>								
	Travel		\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
	Printing - Directly Chargeable only		\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
	Other		\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
	Subtotal - ODCs:		\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
	<u>Consultant(s)</u>								
	Consultant 1		\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
	Consultant 2		\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
	Consultant 3		\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
	Consultant 4		\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
	Subtotal - Consultant(s):		\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
	GRAND TOTAL		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
OVERALL PERCENTAGE OF COMPLETION FROM PROGRESS REPORT									
BUDGET			0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
PREVIOUSLY (CUMULATIVE) REIMBURSED AMOUNT AFTER DISALLOWANCES			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
YTD EXPENDITURES (BILLED TO DATE)			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
EARNED TO DATE			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
VARIANCE			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
									#DIV/0!



**Labor Summary Report/Payroll Report**

CTC is required to provide a labor summary report/payroll report that supports the Direct Labor costs for Project Staff billed in the Line-Item Billing.

The report should detail employee's name, hours, and pay rate. Report total must reconcile to the total labor costs billed and segregate employee labor costs to be charged to the 5% Admin portion of the project staff costs.



Invoice #: 0  
Billing Period: 0  
MOU #: 0

Other Direct Costs (ODC) Summary

0

Travel			
Date	Type	Purpose	Cost
			\$0.00

Printing - Directly Chargeable only			
Date	Type	Purpose	Cost
			\$0.00

Other			
Date	Type	Purpose	Cost
			\$0.00

Total ODC \$0.00 matches



Invoice #: 1  
Billing Period: 02/1/19-06/30/23  
MOU #: M-008-24

**Other Direct Costs (ODC) Summary**  
**LA01 Enhanced GoSGV E-Bike Share Program**

**Travel**

Date	Type	Purpose	Cost
2/13/2019	Transportation	Meeting w/ Project Manager - Lunch	\$50.00
2/13/2019	Transportation	Travel back home from meeting - Mileage	\$25.00
			<u>\$75.00</u>

**Printing - Directly Chargeable only**

Date	Type	Purpose	Cost
2/7/2019	Printing	Marketing Posters	\$200.00
			<u>\$200.00</u>

Total ODC \$275.00

**ODC Receipt Samples - (receipts to be retained by CTC for audit purposes):**

FEDEX Printings  
4321 Hope St.  
Los Angeles, CA  
-----  
02/07/2019 02:36 PM  
-----  
TRANS - EEE74F9  
MCC - BCB78657  
PAYMENT - VISA 1234  
-----  
SUBTOTAL: \$200.00  
TAX: \$0.00  
TOTAL: \$200.00  
  
PLEASE COME AGAIN  
THANK YOU

← Trip Details

02/13/2019, 5:25 PM \$25.00  
Audi A4 8DREVKC

818 W. 7th Street, Los Angeles, CA  
1234 Valley Blvd, Rosemead, CA

Your trip with Yahir

Help Receipt

FOR PRO OF

UberX Receipt

FOR PRO OF

Trip Fare	\$22.69
Subtotal	\$22.69
Tolls, Surcharges, and Fees	\$2.31
Total	\$25.00

VISA 1234  
02/13/2019, 5:25 PM \$25.00

Meeting with Project Manager  
818 W. 7th Street  
Los Angeles  
02/13/2019  
02:28 PM  
\$50.00  
TRANS:B854  
AUTH: B7AF72F

TAX \$50.00  
VISA 1234 \$50.00  
ICC APPROVED  
S819

THANK YOU  
CUSTOMER COPY

818 W. 7th Street  
Los Angeles

02/13/2019  
02:28 PM

\$50.00  
TRANS:B854  
AUTH: B7AF72F

TAX \$50.00  
VISA 1234 \$50.00  
ICC APPROVED  
S819

THANK YOU  
CUSTOMER COPY

818 W. 7th Street  
Los Angeles

02/13/2019  
02:28 PM

\$50.00  
TRANS:B854  
AUTH: B7AF72F

TAX \$50.00  
VISA 1234 \$50.00  
ICC APPROVED  
S819

THANK YOU  
CUSTOMER COPY

818 W. 7th Street  
Los Angeles

02/13/2019  
02:28 PM

\$50.00  
TRANS:B854  
AUTH: B7AF72F

TAX \$50.00  
VISA 1234 \$50.00  
ICC APPROVED  
S819

THANK YOU  
CUSTOMER COPY

## **Exhibit D – Sub-Recipient Report Template**

PENDING GUIDANCE FROM HCD

**COVER PAGE**  
**MEMORANDUM OF UNDERSTANDING**  
**AMENDMENT NO. 1**  
**No. M-008-24**

**SCAG Overall Work Program (OWP) No: 305-4926.01**

**MOU No:** M-008-24

**MOU Execution Date:** December 20, 2023

**Agency Contact:** Shawn Atlow

**Project Participant Name:** Los Angeles County Metropolitan Transportation Authority

**Project Participant's UEI No:** C2BXZ6YF52A5

**MOU Amount:** \$38,279,497

**Subaward Period of Performance Start Date:** April 12, 2023

**Subaward Period of Performance End Date:** June 30, 2026

**Type of Contract:** Project Specific

**Method of Payment:** (Reference Section 6 of MOU M-008-24)

**Project Title:** Los Angeles County Metropolitan Transportation Authority REAP 2.0 CTC Partnership Program Grant

**Project Description:** Los Angeles County Metropolitan Transportation Authority will utilize REAP 2.0 funding to fund county-specific pilots to meet REAP 2.0 Goals and Objectives within the SCAG region.

**MEMORANDUM OF UNDERSTANDING  
AMENDMENT NO. 1  
No. M-008-24**

**BETWEEN THE  
SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS  
AND LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY  
FOR REAP 2.0 CTC PARTNERSHIP PROGRAM GRANT  
(305.4926.01)**

This Amendment No. 01 (“Amendment”) to the underlying Memorandum of Understanding No. M-008-24 (“MOU”) is by and between the **SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS** (“SCAG”) and the **LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY** (“LACMTA”), subsequently herein referred to as the “PROJECT PARTICIPANT,” for the **LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY REAP 2.0 CTC PARTNERSHIP PROGRAM GRANT** (“Project”) under the REAP 2.0 County Transportation Commission Partnership Program (“Program”). SCAG and the PROJECT PARTICIPANT are individually referred to herein as “Party” and may be collectively referred to herein as “Parties.”

**RECITALS**

WHEREAS, the Parties entered into the MOU dated December 20, 2023; and

WHEREAS, Section 11 of the MOU permits the Parties to amend the MOU through written amendment; and

WHEREAS, the purpose of Amendment No.1 (“Amendment 1”) is to amend the period of performance end date from November 30, 2025, to June 30, 2026, amend the final invoice submittal date from December 31, 2025, to June 30, 2026, amend the total award amount, reducing the total Grant Funds from \$41,279,497 to \$38,279,497, amend Exhibit A-9 to reflect the updated award amount (reducing the A-9 Project Funds from \$5,250,000 to \$2,250,000), and add CEQA/NEPA responsibilities as applicable.

**NOW THEREFORE, IT IS MUTUALLY AGREED THAT:**

**1. Section 2 (Term) is amended to read:**

The Term of this MOU shall begin on the Effective Date and continue until June 30, 2026, (“Completion Date”), unless terminated earlier as provided herein. Time is of the essence in the performance of services under this MOU.

**2. Section 3 (Scope of Work and Sub-Recipient's Responsibilities) is amended to add sub-section (l):**

1. Sub-Recipient shall be responsible for ensuring compliance with all applicable California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) requirements, and, as applicable, shall serve as the implementing agency for environmental approval(s).

**3. Section 5 (Funding) sub-section (a) is amended to read:**

- a. SCAG's contribution to the Projects is funded wholly with REAP 2.0 funds, in an amount not to exceed \$38,279,497.00 ("Grant Funds"). The individual Projects shall be funded as follows ("Project Funds"):

Enhanced GoSGV E-Bike Share Program - \$2,625,469

North Hollywood Transit Center - \$15,000,000

Countywide Signal Priority Cloud Based Solution - \$4,004,028

Traffic Reduction Study - \$1,000,000

Metro Bike Share In-fill Expansion - \$7,550,000

Urban Wilderness Access Feasibility Plan - \$372,000

First Last Mile Revolution: Transforming Metro Connections to Housing - \$1,050,000

Mobility Wallets Pilot 2.0: Challenge and Low-Income - \$4,023,750

Connecting Communities with Stress Free Connections - \$2,250,000

Developing Neighborhood Mobility Hub Projects in Disadvantaged Communities in the South Bay - \$404,250

**4. Section 6 (Invoices) sub-section (f) is amended to read:**

- f. Sub-Recipient shall submit its final invoice to SCAG withing thirty (30) days of the completion of each individual Project, but no later than June 30, 2026, whichever is first. SCAG shall not be obligated to pay Sub-Recipient for any invoice received after such date.
5. The "Scope of Work" Exhibit A-9 is attached hereto and incorporated herein by this reference and shall replace in its entirety Exhibit A-9.

In all other respects, the terms and conditions of the MOU, as amended, shall remain in full force and effect.

**[Signatures on Following Page]**

**SIGNATURE PAGE TO  
AMENDMENT NO. 1  
MEMORANDUM OF UNDERSTANDING NO.  
M-008-24**

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their duly authorized representatives as of the dates indicated below:

**Los Angeles County Metropolitan Transportation Authority**

Signed by:  
By: Shawn How for 4/15/2025  
BB8710261C1142E...  
Stephanie N. Wiggins Date  
Executive Director

**APPROVED AS TO FORM:**

Signed by:  
By: Greg Levine 4/15/2025  
78739B87BDD54CF...  
Dawyn Harrison Date  
County Counsel

**SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS**

DocuSigned by:  
By: Cindy Giraldo 4/17/2025  
00E46B3F0E8F43F...  
Cindy Giraldo Date  
Chief Financial Officer

**APPROVED AS TO FORM:**

DocuSigned by:  
By: Richard Lam 4/17/2025  
D5886DAB132A453...  
Richard Lam Date  
Senior Deputy Legal Counsel



**Exhibit A-9 – LA09**

**Project Title:** Connecting Communities with Stress Free Connections

**Project Description:** The project will deliver safety and connectivity investments in Mid City West, South LA, and Central LA by designing and constructing innovative Toucan traffic signals that prioritize crossings for people walking and biking. This project will connect streets that currently are bisected by high-stress intersections without safe crossing points.

**Final Deliverable:**

- Construction documents
- Construction of traffic signals and curb cuts

**Project Budget:** \$2,250,000