

**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>			



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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.**

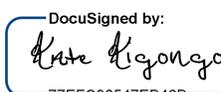
**Revision Approval Requested By:**

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:  
  
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 Signature \_\_\_\_\_ Date 8/20/2025

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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 (SBFN), 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.