0150 - 13244 - 0000

TRANSMITTAL

TO	DATE	COUNCIL FILE NO.
The City Council	10/29/2026	20-1041
FROM		**COUNCIL DISTRICT**
The Mayor		1, 8, 9, 10

Authorization to Execute a Third Amendment to Agreement C-139647 with Mobility Development Partners, LLC and a Second Amendment to Agreement C-141320 with the Los Angeles County Metropolitan Transportation Authority for implementation of the Universal Basic Mobility Pilot Program in South Los Angeles

Approved, subject to verification of compliance with City contracting requirements, and transmitted for further processing.
See the City Administrative Officer report attached.

MAYOR
(Mitch Kamin for)

MWS:AMW:06270024t

CAO 649-d

Report From
OFFICE OF THE CITY ADMINISTRATIVE OFFICER
Analysis of Proposed Contract

($25,000 or Greater and Longer than Three Months)

To: The Mayor	Date: 10-16-26	C.D. No. 1, 8, 9, 10	CAO File No.: 0150 - 13244 - 0000
Contracting Department/Bureau: Department of Transportation		Contact: Lindsey Estes, (213) 928-9772	
Reference: Letter to Mayor's Office dated August 13, 2026; Referred to CAO on August 14, 2026			
Purpose of Contract: To provide technical assistance and grant management for the Universal Basic Mobility Pilot Program			
Type of Contract: ( ) New contract (X) Amendment, Contract No. C-139647 & C-141320		Contract Term Dates: C-139647: December 17, 2021 to March 31, 2027 C-141320: September 7, 2022 to March 31, 2027	
Contract/Amendment Amount: C-139647: -$43,389.38 Proposed amount: -$43,389.38 + Prior award(s) $807,387.00 = Total $763,997.62 C-141320: $0 Proposed amount: $0 + Prior award(s) $4,557,080 = Total $4,557,080			
Source of funds: California Air Resources Board (CARB) for a Sustainable Transportation Equity Project (STEP) Grant			
Name of Contractor: Mobility Development Partners LLC Address: 121 Girard Ave., Hartford, CT 06105			

	Yes	No	N/A	Contractor has complied with:	Yes	No	N/A
1. Council has approved the purpose	X			8. Business Inclusion Program		X	
2. Appropriated funds are available	X			9. Equal Benefits & First Source Hiring Ordinances	X		
3. Charter Section 1022 findings completed	X			10. Contractor Responsibility Ordinance	X		
4. Proposals have been requested			X	11. Disclosure Ordinances	X		
5. Risk Management review completed	X			12. Bidder Certification CEC Form 50	X		
6. Standard Provisions for City Contracts included	X			13. Prohibited Contributors (Bidders) CEC Form 55	X		
7. Workforce that resides in the City: 0%				14. California Iran Contracting Act of 2010			X

RECOMMENDATION

That the City Council, subject to approval of the Mayor:

1. Authorize the General Manager of the Department of Transportation (LADOT), or designee, to execute a Third Amendment to Agreement C-139647 with Mobility Development Partners, LLC to extend the agreement term for one year, retroactive from April 1, 2026 to March 31, 2027, for a total of five years and three months, and to reduce the reimbursement amount by $43,389.38, from $807,387.00 to a new not to exceed amount of $763,997.62, subject to verification of compliance with City contracting requirements and to approval by the City Attorney as to form; and

2. Authorize the General Manager of LADOT, or designee, to execute a Second Amendment to Agreement C-141320 with the Los Angeles County Metropolitan Transportation Authority (Metro) to extend the agreement term for one year, retroactive from April 1, 2026 to March 31, 2027, for a total of four years and six months, subject to approval by the City Attorney as to form.

Allison Wilhite			for
AMW	Analyst	06270024C	City Administrative Officer

SUMMARY

In accordance with Executive Directive 3, the Department of Transportation (LADOT) requests authority to execute the proposed Third Amendment with Mobility Development Partners (MDP), LLC and Second Amendment with the Los Angeles County Metropolitan Transportation Authority (Metro) to implement the grant-funded project scope for the Universal Basic Mobility Pilot Program in South Los Angeles.

On May 27, 2021, the City Council authorized LADOT to accept a grant award for $7,077,770.53 from the California Air Resources Board (CARB) for a Sustainable Transportation Equity Project (STEP) to implement the Universal Basic Mobility Pilot Program in South Los Angeles (C.F. 20-1041). In December 2021, CARB awarded an additional $6,765,527.15, for a total grant amount of $13,843,297.68. The project scope includes the Mobility Wallet pilot to provide transit subsidies, access to electric mobility options, creation of public charging stations, stakeholder engagement through regular meetings and open streets events, zero emission delivery solutions, quick-build street safety elements, and first mile - last mile improvements for the Rail to Rail project.

LADOT entered a subrecipient agreement with MDP (C-139647) for $258,347.13 to provide technical assistance and grant management for the STEP grant. In February 2023, LADOT executed the First Amendment to revise the scope of work, to increase the reimbursement ceiling to $689,000, and to extend the term by one year. In December 2024, LADOT executed the Second Amendment to revise the scope of work, to increase the reimbursement ceiling to $807,387, and to further integrate and sustain community-based engagement.

LADOT requests to execute the proposed Third Amendment with MDP to retroactively extend the term by one year, from April 1, 2026 to March 31, 2027, and to reduce the contract ceiling by $43,389.38, from $807,387.00 to a new not to exceed amount of $763,997.62. The term extension aligns the subrecipient agreement with the extended grant term, which was previously approved by CARB, and ensures program expenses may be processed in sufficient time. The reimbursement ceiling reduction is to account for the end of a subcontractor agreement between MDP and another agency providing services.

Related to the agreement with MDP, in September 2022, LADOT entered a Memorandum of Understanding with Metro wherein the City agreed to reimburse Metro for transit and shared mobility subsidies up to $756,770 to implement the Mobility Wallet project scope of this STEP grant. In December 2024, LADOT executed the First Amendment to revise the scope of work to include two phases, to increase the reimbursement ceiling to $4,557,080, and to extend the term by one year. LADOT requests to execute the proposed Second Amendment with Metro to retroactively extend the term by one year, from April 1, 2026 to March 31, 2027, to align with the grant extension and proposed term extension with MDP.

This Office requested the required compliance documents for the agreement with MDP. Most were provided for review, but proof of compliance with the Business Inclusion Program was not available. Before executing an amendment with MDP, LADOT must confirm all compliance requirements are met and current. Pursuant to the City Charter, City Council approval is required to amend both agreements as the terms are longer than three years.

FISCAL IMPACT STATEMENT

There is no impact to the General Fund. Funding for these agreements is budgeted from the California Air Resources Board's Sustainable Transportation Equity Project Grant Agreement for these purposes.

FINANCIAL POLICIES STATEMENT

The recommendations in this report comply with the City Financial Policies in that the City's financial obligation is limited to funds budgeted for this purpose and future expenditures are limited to appropriation of funds provided in the budget.

MWS:AMW:06270024C

Attachment

CITY OF LOS ANGELES
INTER-DEPARTMENTAL MEMORANDUM

Date: August 13, 2026

To: Honorable Karen Bass, Mayor
Office of the Mayor
Attention: Legislative Coordinator

From: Laura Rubio-Cornejo, General Manager
Department of Transportation

Subject: **THIRD AMENDMENT TO MOBILITY DEVELOPMENT PARTNER (MDP) AGREEMENT (C-139647); SECOND AMENDMENT TO LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (METRO) AGREEMENT (C-141320)**

SUMMARY

The Los Angeles Department of Transportation (LADOT) seeks authorization to amend Agreement C-139647 with Mobility Development Partners (MDP) and Agreement C-141320 with Metro to extend the contract term by one year to align with the schedule of the California Air Resources Board (CARB) STEP (CF 20-1041) grant agreement under which the MDP and Metro contracts are subject.

RECOMMENDATIONS

That the City Council, subject to approval of the Mayor:

AUTHORIZE LADOT, on behalf of the City, to:

1. Extend the Mobility Development Partners Contract (C-139647-2) for one year to March 2027.
2. Extend the Memorandum of Understanding (MOU) with the Los Angeles County Metropolitan Transportation Authority (Metro) (C-141320) for one year to March 2027.

BACKGROUND

LADOT adopted a Universal Basic Mobility (UBM) approach to transportation to eliminate the barriers people experience while traveling that are due to systemic marginalization, cost burdens, and other forms of exclusion. The UBM Pilot program Phase I is funded by a CARB STEP grant and focused on access to mobility and equity in South Los Angeles.

On June 4, 2020, CARB issued a notice of funding availability for the STEP grant program to address community transportation needs, increase access to key destinations, and reduce greenhouse gas emissions by funding clean transportation.

On August 19, 2020, the City Council authorized LADOT to apply for a grant in an amount up to $16

million from the CARB STEP grant program. LADOT received a preliminary grant award in the amount of $7,077,770.53 on November 6, 2020 and executed a grant agreement with CARB in May 2021. On November 9, 2021, the City Council authorized LADOT to execute agreements with various entities ("UBM partners") to implement the CARB STEP grant funds program through March 31, 2025 (C.F. 20-1041).

On December 15, 2021, CARB offered supplemental grant funds for LADOT's STEP proposal in the amount of $6,765,527.15, for a total grant award of $13,843,297.68. In July 2022, LADOT and CARB executed a first amendment to the STEP grant agreement to increase the grant award, expand the UBM pilot project's scope, and extend the grant term through March 31, 2026 (C.F. 20-1041-S2).

As part of the CARB STEP grant, LADOT entered into an agreement with Mobility Development Partners (MDP) on December 17, 2021 to support overall CARB STEP (CF 20-1041) grant management for the UBM pilot. MDP assists with technical aspects of project implementation, including but not limited to assisting with project planning, facilitating meetings with key stakeholders, outreach and tabling, preparing the final report, and assisting with data collection.

Los Angeles County Transportation Authority (Metro), supports LADOT in administering the Mobility Wallet component of the Pilot. The Mobility Wallet is a transportation subsidy that the UBM team provides to 2,000 low-income residents of South Los Angeles. Metro and LADOT implemented the Mobility Wallet pilot in two phases, of 1,000 residents each, applying critical lessons learned under the first phase to the second phase. This phased approach has served to improve all aspects of the program from participant experience to data insights.

DISCUSSION

MDP Contract Extension

In March 2026, LADOT and CARB executed a third amendment to the STEP grant agreement, extending the grant term by one year to April 2027. As a result of the STEP grant agreement extension, LADOT requests an MDP contract extension through March 30, 2027, to assist with technical support, including data collection and preparation of the final grant report.

Metro Contract Extension

With the extension of the CARB STEP grant agreement through March 2027, Metro and LADOT are able to complete two, full-year phases of the Mobility Wallet, inclusive of a comprehensive program performance analysis. The Mobility Wallet pilot is an innovative approach to expanding transportation choice for low-income residents of South Los Angeles. In the first phase, 1,000 participants were provided with $150 per month for 12 months to spend on shared transportation services. The requested contract extension allows Metro to implement several program improvements in the second phase. Phase II began in June 2025 and is expected to conclude June 2026. These program improvements were developed in response to participant feedback and robust data analysis in partnership with researchers from the Universities of California, Los Angeles and Davis. They include improved outreach to potential applicants, a transition to a one-time payment of $1,800, and improved data collection through new partnerships with mobility and financial services providers.

FISCAL IMPACT

There is no fiscal impact to the General Fund. The amendment would extend the contract timeline and utilize existing approved Transportation Trust Fund and CARB STEP grant funding. LADOT is not requesting any additional funding or resources as part of this amendment.

LRC:TC:rg/ss

Attachments:

- Third Amendment to C-139647
- Second Amendment to C-141320

THIRD AMENDMENT

TO

AGREEMENT NO. 139647

BETWEEN

THE CITY OF LOS ANGELES

AND

MOBILITY DEVELOPMENT PARTNERS

FOR

THE SUSTAINABLE TRANSPORTATION EQUITY PROJECT

THIRD AMENDMENT TO AGREEMENT NO. C-139647
BETWEEN
THE CITY OF LOS ANGELES
AND
MOBILITY DEVELOPMENT PARTNERS
FOR
THE SUSTAINABLE TRANSPORTATION EQUITY PROJECT

THIS THIRD AMENDMENT to Agreement C-139647 ("Agreement") between the City of Los Angeles (hereinafter referred to as "CITY"), a municipal corporation, acting by and through the Department of Transportation (hereinafter referred to as "LADOT"), and Mobility Development Partners, LLC ("MDP"), an Illinois Limited Liability Company (hereinafter "SUBRECIPIENT" or "CONTRACTOR"), referred to collectively as "PARTIES" and individually as "PARTY", is entered into with reference to the following:

WHEREAS, on June 2, 2021 LADOT was awarded a grant by the California Air Resources Board ("CARB"), in the amount of seven million seventy-seven thousand seven hundred seventy dollars and fifty-three cents ($7,077,770.53), to implement a Sustainable Transportation Equity Project (STEP), which includes various components including the subject project of this Agreement, described below; and

WHEREAS, to accept the grant award, LADOT entered into a Project Grant Agreement No. STEP-IG-02 with CARB; and

WHEREAS, on December 10, 2021, LADOT executed an agreement with the SUBRECIPIENT, Agreement C-139647; and

WHEREAS, on December 15, 2021, CARB offered supplemental grant funding to LADOT in the amount of six million seven hundred sixty-five thousand five hundred twenty-seven dollars and fifteen cents ($6,765,527.15), for a total grant award of thirteen million eight hundred forty-three thousand two hundred ninety-seven dollars and sixty-eight cents ($13,843,297.68); and

WHEREAS, LADOT and CARB amended Project Grant Agreement No. STEP-IG-02 and entered into an amended Project Grant Agreement No. STEP-IG-02,01 ("Grant Agreement"), to extend the term by one (1) year and implement grant pilot program (the "Project" hereunder) modifications including but not limited to the terms, scope of work, budget, and project schedule; and

WHEREAS, LADOT and subrecipient entered into a First Amendment to Agreement C-139647 to 1) revise the scope of work; 2) increase amount of reimbursement to SUBRECIPIENT for Project expenditures by four hundred thirty thousand six hundred fifty-two dollars and eighty-seven cents ($430,652.87) for a total not to exceed six hundred eighty-nine thousand dollars ($689,000); and 3) extend the term of the Agreement by one (1) year; and

WHEREAS, LADOT and subrecipient entered into a Second Amendment to Agreement C-139647 to 1) revise the scope of work; 2) increase the amount of reimbursement to SUBRECIPIENT for Project expenditures by one hundred eighteen thousand three hundred eighty seven dollars ($118,387) for a total not to exceed eight hundred seven thousand three hundred eighty seven dollars ($807,387), and 3) further integrate and sustain community-based engagement in these Clean Mobility Projects; and

WHEREAS, in 2025, CARB approved an extension of the Project Grant Agreement No. STEP-IG-02 term until March 2027 to accommodate the substantial scope changes in the first amendment of the CARB STEP grant agreement; and

WHEREAS, LADOT desires in this Third Amendment to Agreement C-139647 to 1) extend the term of this Agreement by one (1) year and 2) decrease the amount of reimbursement to SUBRECIPIENT for Project expenditures by forty-three thousand three hundred eighty-nine dollars and thirty-eight cents ($43,389.38) for a total not to exceed seven hundred sixty-three thousand nine hundred ninety-seven dollars and sixty-two cents ($763,997.62); and

NOW, THEREFORE, in consideration of the above premises, and the mutual covenants and agreements herein contained, the PARTIES agree as follows:

1. **Section 3 TERM AND TERMINATION OF THE AGREEMENT**, **3.1 Term**., is hereby removed in its entirety and replaced as follows:

3.1 Term. The Term of this Agreement will commence on the date of on the date of attestation by the Los Angeles City Clerk and will expire on March 31, 2027.

2. **Section 4. REIMBURSEMENT AND METHOD OF PAYMENT, 4.2 Maximum Compensation.**, is hereby removed in its entirety and replaced as follows:

4.2 Maximum Compensation. The maximum *not to exceed amount* to be reimbursed to SUBRECIPIENT pursuant to this Agreement and the Grant Agreement shall be seven hundred sixty-three thousand nine hundred ninety-seven dollars and sixty-two cents ($763,997.62), payments of which shall be made in accordance with the Disbursement Schedule (EXHIBIT B).

2. EXHIBIT A - Scope of Work is hereby replaced in its entirety by the EXHIBIT A - Scope of Work attached hereto this Third Amendment.

3. EXHIBIT B - Disbursement Schedule is hereby replaced in its entirety by the EXHIBIT B - Disbursement Schedule attached hereto this Third Amendment.

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

[Signature Page Follows]

IN WITNESS WHEREOF, the PARTIES hereto have caused this Agreement to be executed by their duly authorized representatives.

THE CITY OF LOS ANGELES
a Municipal Corporation

By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this contract

By: _____
Laura Rubio-Cornejo
General Manager
Department of Transportation

Date: _____

APPROVED AS TO FORM:
Hydee Feldstein Soto, City Attorney

By: _____

Michael Nagle

Deputy City Attorney

Date: _____

Mobility Development Partners (MDP)

**Approved Signature Methods:*
1) Two signatures: One of the Chairman of the Board of Directors, President, or Vice-President, and one of the Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer.
2) One signature of a Corporate-designated individual together with a properly attested resolution of the Board of Directors authorizing the individual to sign

By*: _____
Creighton Randall
CEO
Mobility Development Partners

Date: _____

By**: _____
[Name]
[Title]
Mobility Development Partners

ATTEST:
PATRICE Y. LATTIMORE, City Clerk

By: _____

Date: _____

City Business License Number: [BTRC Number]
Internal Revenue Service Taxpayer Identification Number: [Number]
Said Agreement is Number [Contract Number] of City Contracts

EXHIBIT A
SCOPE OF WORK - TECHNICAL ASSISTANCE

Project Objective

To provide the City of Los Angeles Department of Transportation (LADOT) with technical assistance aligned with the Sustainable Transportation Equity Project (STEP) and Universal Basic Mobility (UBM) pilot throughout the duration of the grant pilot program.

Technical Assistance Scope of Work

Mobility Development Partners (MDP) will support overall grant management by assisting with technical aspects of project implementation including but not limited to:

- Assist with project planning and facilitation of meetings with project partners, and key stakeholders including:
    - Convening of the BlueLA Steering Committee and assist with tracking progress, reporting out action items, milestones, and decision points around carsharing and potential overlap with other STEP project components;
- Support development of plans for extension of the SLATE-Z engagement work into 2025, and for continuation (and sustainability) of this engagement
- Guidance around planning, integration, and operation of shared mobility networks, including BlueLA, the e-bike Library, and Mobility Wallet.
- Project management, including oversight of project partner LACI, on E-bike library and Zero Emission Delivery.
- Specifically, guidance in expansion of BlueLA to South Los Angeles, including:
    - Negotiation of additional resources with Blink and LADWP
    - Interface with outreach efforts (SLATE-Z and CicLAvia)
    - Site selection, station massing, and membership projections;
    - Continuation of outreach efforts as new BlueLA stations come online in South LA in 2023 and 2024
- Assist with preparation, review, and compliance support for quarterly reports;
- Assist with accounting and tracking budgets and identification of additional resources to grow the program and ensure sustainability;
- Coordinate and attend meetings as-needed with California Air Resources Board (CARB) and other partners;
- Attend public meetings;

- Assist with data collection and evaluation and presentation of project updates and milestones in the form of presentations, reports and website updates; and
- Preparation of the final report
- Data and project evaluation including analysis of data at a minimum for Zero Emission Delivery, E Bike Library and BlueLA.

Outreach Coordinator Scope of Work

MDP will commit to overseeing daily tasks, provide guidance alongside LADOT on STEP-specific programmatic functions, and outline outreach metrics for the Outreach Coordinator.

With MDP as the contracting organization, the position's role, responsibilities, and outreach timeline can be finalized under the contract for STEP grant administration. Since multiple projects have launched and additional projects are set to launch before the end of the year, establishing a timeline and plan for this role are critical to serving as an outreach link between all STEP projects to continue to increase awareness under LADOT's UBM equity vision. The Outreach Coordinator will work closely with Slate-Z and the Steering Committee to synchronize community engagement efforts.

Local Community Stakeholders may include:

- STEP Partners
- CBOs/Non-profit Organizations
- Community Centers
- Farmer's Markets
- Yearly Cultural Events within project area
- Places of Worship
- Metro Stations
- Small businesses

Local Government and Public Institutions may include:

- Council Districts
- Neighborhood Councils
- Public Libraries
- Parks and Recreation Department
- Colleges and Universities

In addition, the Outreach Coordinator will lead: workshops, focus groups and other UBM outreach meetings.

Data Analysis and Reporting:

Measuring Visibility

- Ensure publications (brochures, survey link) are available on website
- Identify communities we engaged with
- Mapping event locations

Measuring Community Participation and Background

- Number of surveys distributed and responses;
- Number of events, presentations, workshops, focus groups, and partnerships;
- Number of participants;
- Number of participation opportunities held in communities identified as a priority populations;
- Number of comments received;
- Measure familiarity with the program;
- Measure vehicle ownership;
- Identify languages spoken;
- Identify BlueLA members;
- Identify mode of transportation that is used most frequently;
- Learn how residents are utilizing STEP programs;
- Demographic Information (Zip code, Age, Gender, Race/Ethnicity).

Outreach Goal: Outreach Coordinator will attend 2-3 events per month

<u>Scope of Work for Accounting and Contract Compliance Subcontractor LANI:</u>

The Los Angeles Neighborhood Initiative (LANI) will complete the following tasks for the STEP grant program, as a subcontractor to MDP.

- Accounting and Contract Compliance: Approximately 50 hours per month. Billing for these tasks is not expected to exceed $10,000 per month without prior communication with LADOT.
- Management / Tracking of overall project budget and budgets of STEP partners
- Preparation of Disbursement Requests to CARB
- Tracking project milestones and deliverables as needed

- Collection and analysis of data/ surveys needed from STEP partners for quarterly and annual data reports
- Preparation of draft quarterly status reports
- Preparation of draft and final report

Deliverables

MDP and LANI will be providing support and technical assistance throughout the course of the grant. These tasks will be required to produce the deliverables listed below:

- Assist with solicitation of information from STEP partners and preparation of quarterly status reports
    - September 1, 2021- December 2025
- Assist with Data Collection and analysis on a quarterly and annual basis.
    - October 2021- December 2026
- Preparation of the Annual Data Report, including gathering information from partners.
    - April 2023-December 2026
- Preparation of the Final Report. Final report should include all the information requested in the Grant Agreement (EXHIBIT C)
    - Submit Draft Final Report to LADOT by November 30, 2026
    - Submit Final Report to LADOT by March 15, 2027
- Review invoices and backup documentation for payment to STEP project partners including partner-specific invoicing tracking spreadsheets
    - April 2023 - March 2026
- Prepare disbursement requests for CARB
    - April 2023 - March 2026
- Assist LADOT with accounting and tracking budgets for STEP partners and overall grant funds;
- Document and process flow charts including gantt charts to describe procedures for tracking, evaluating, and tracking projects;
- Attend monthly meetings with CARB and LADOT
- As requested by LADOT, attend meetings with STEP partners to track project progress
- Develop survey tools for tracking program performance;
- Assist with overall contract management.

EXHIBIT B
DISBURSEMENT SCHEDULE

STEP - MDP As-Needed Technical Assistance		
Administrative Tasks	Schedule	Total
Task 1 - Assistance with General Project Management	Months 1 - 64	$ 138,415.00
Task 2 - Negotiation of Subcontracts and Vendor Engagements	Months 1 - 52	$ 55,805.00
Task 3 - Support to Collaborative Stakeholder Structure & Outreach	Months 3 - 52	$ 85,210.00
Task 4 - Infrastructure Planning / Engagement	Months 6 - 52	$ 19,000.00
Task 5 - Implementation of Survey Tools across program components	Months 3 - 64	$ 30,000.00
Task 6 - Analysis of Utilization, Performance and Evaluation of Projects	Months 1 - 64	$ 60,000.00
Task 7 - Outreach Coordinator (UBM Fund)	Months 1 - 64	$ 118,387.00
Task 8 - Assistance to LADOT Accounting and Contract Compliance, and support towards preparation of Final Report (LANI)	Months 3 - 39	$ 257,180.62
TOTAL		$ 763,997.62

Project Labor will be delivered at the following rates:

Employee Classification/Title	Hourly Rates
CEO / Principal Consultant	$ 115.00
Senior Project Manager	$ 90.00
Project Manager	$ 75.00
Planning Associate	$ 65.00
Outreach and Project Manager	$ 55.00
LANI (Contractor) - Executive Director	$ 84.34
LANI (Contractor) - Director of Neighborhood Projects	$ 71.12
LANI (Contractor) - Program Manager	$ 49.64

SECOND AMENDMENT TO

MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY AND THE CITY OF LOS ANGELES FOR THE CALIFORNIA AIR RESOURCES BOARD SUSTAINABLE TRANSPORTATION EQUITY PROJECT (STEP) GRANT

THIS SECOND AMENDMENT to the Memorandum of Understanding (the "MOU" or "Agreement") by and between the Los Angeles County Metropolitan Transportation Authority ("LACMTA") and the City of Los Angeles (the "City"), acting by and through the Los Angeles Department of Transportation (LADOT) (collectively referred to as the "CITY"), each individually a "Party" and collectively the "Parties", is entered into with reference to the following:

RECITALS

WHEREAS, this MOU establishes LACMTA's commitment to in-kind resource contributions as described in Exhibit B and LADOT's undertaking of various responsibilities and requirements to obtain STEP Grant funding; and

WHEREAS, on November 19, 2020, LACMTA's Board of Directors approved a 2020 Customer Experience plan that includes LACMTA's commitment to serve as a mobility integrator through the regional TAP program; and

WHEREAS, on June 4, 2020, California Air Resources Board (CARB) issued a notice of funding availability for a Sustainable Transportation Equity Project (STEP) grant program to address community residents' transportation needs, increase access to key destinations, and reduce greenhouse gas emissions by funding clean transportation; and

WHEREAS, on May 27, 2021, City Council (CF 20-1041) approved the CARB STEP grant award for seven million seventy-seven thousand seven hundred seventy dollars and fifty three cents ($7,077,770.53) and authorized the CITY to enter into an MOU with LACMTA for development of the Mobility Wallet, for the STEP Grant Agreement; and

WHEREAS, on June 2, 2021, LADOT entered into Project Grant Agreement No. STEP-IG-02 with CARB, to implement STEP, which has various components including the subject project of this Agreement; and

WHEREAS, on December 15, 2021, CARB offered supplemental grant funding to LADOT in the amount of six million seven hundred sixty-five thousand five hundred twenty-seven dollars and fifteen cents ($6,765,527.15), for a total grant award of thirteen million eight hundred forty-three thousand two hundred ninety-seven dollars and sixty-eight cents ($13,843,297.68); and

WHEREAS, LADOT and CARB entered into an amended Project Grant Agreement No. STEP-IG-02,01 ("Grant Agreement") on July 12, 2022 (CF 20-1041-S2), to extend the term by one (1) year and implement grant program (the "Project" hereunder) modifications including but not limited to the terms, scope of work, budget, and project schedule; and

WHEREAS, on September 6, 2022, LADOT executed an MOU with LACMTA wherein the CITY agreed to reimburse LACMTA for the Mobility Wallet project in an amount not to exceed seven hundred and fifty-six thousand seven hundred and seventy dollars ($756,770.00) funded by Project Grant Agreement No. STEP-IG-02; and

WHEREAS, LADOT secured additional funding of one million nine hundred and ninety dollars ($1,990,000.00) to supplement funding of the Mobility Wallet project and allow for two phases of the pilot that will provide $1800 in transit and shared mobility subsidies for one year to at least 2000 participants (CF 22-0162). LACMTA and LADOT will explore and utilize a Europay, MasterCard® and Visa® (EMV) prepaid card technology to bring the wallet to life as appropriate; and

WHEREAS, the PARTIES desire to revise the number of Mobility Wallet users from a total of 2,500 participants to an approximately 2,000-person subscriber base as part of a 5,000-person Mobility Wallet pilot, which includes a 3,000-person comparison group of pre-enrolled LIFE and Go-Pass participants; and

WHEREAS, LACMTA issued a Request for Proposals on August 16, 2022 and through a competitive selection process selected a financial services vendor, TruCash, on October 17, 2022 to issue subsidies using an EMV prepaid card; and

WHEREAS, on December 12, 2024, the PARTIES entered into a First Amendment to the MOU to 1) revise the scope of work to include two phases of Mobility Wallet; 2) increase the amount of reimbursement to LACMTA for Project expenditures by one million eight hundred ten thousand three hundred and ten dollars ($1,810,310.00) from the STEP Grant Agreement and one million nine hundred and ninety dollars ($1,990,000.00) from LADOT's General Fund budget for a total not to exceed four million five hundred fifty seven thousand and eighty dollars ($4,557,080.00); and 3) extend the term of the Agreement by one (1) year; and

WHEREAS, in 2025, CARB approved an extension of the Project Grant Agreement No. STEP-IG-02 term until March 2027 to accommodate the substantial scope changes in the first amendment of the CARB STEP grant agreement; and

WHEREAS, LADOT desires in this Second Amendment to the MOU to 1) extend the term of this Agreement by one (1) year; and

NOW, THEREFORE, in consideration of the above premises, and the mutual covenants and agreements herein contained, the PARTIES agree as follows:

1. ARTICLE 2. TERM, Subsection A of the original MOU is hereby removed in its entirety and replaced as follows:

   ARTICLE 2. TERM

   A. The term ("**Term**") of this MOU shall commence on the date of execution and shall expire on March 31, 2027, unless earlier terminated by either Party pursuant to Article 3 of this MOU.

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

[Signature Page Follows]

IN WITNESS WHEREOF, the City of Los Angeles and the Contractor have caused this Agreement to be executed by their duly authorized representatives.

For: THE CITY OF LOS ANGELES,
a Municipal Corporation

By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this contract.

By: _____
Laura Rubio-Cornejo
General Manager
Department of Transportation

Date: [mm/dd/yyyy]

LACMTA
**Approved Signature Methods:*
1) Two signatures: One of the Chairman of the Board of Directors, President, or Vice-President, and one of the Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer.

2) One signature of a Corporate-designated individual together with a properly attested resolution of the Board of Directors authorizing the individual to sign
.

By: _____
Stephen Wiggins
Chief Executive Officer

By: _____
Dawn R. Harrison
County Counsel

Date: [mm/dd/yyyy]

APPROVED AS TO FORM:

HYDEE FELDSTEIN SOTO, City Attorney

By: _____
Kevin Dufner
Deputy City Attorney

Date: [mm/dd/yyyy]

ATTEST:

PATRICE Y. LATTIMORE, City Clerk

By: _____
[Name]
Deputy City Clerk

Date: [mm/dd/yyyy]

City Business License Number: [BTRC Number]
Internal Revenue Service Taxpayer Identification Number: [Number]
Said Agreement is Number C-141320-2 of City Contracts