


CITY OF LOS ANGELES
INTER-DEPARTMENTAL MEMORANDUM

Date: October 27, 2022

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

From: Connie Llanos, Interim General Manager 
Department of Transportation

Subject: **FIRST AMENDED AGREEMENT BETWEEN THE DEPARTMENT OF TRANSPORTATION AND IMPLEMENTATION PARTNERS: THE LOS ANGELES CLEANTECH INCUBATOR (LACI), SOUTH LOS ANGELES TRANSIT EMPOWERMENT ZONE (SLATE-Z), CICLAVIA, AND MOBILITY DEVELOPMENT PARTNERS, LLC (MDP); TO EXECUTE THE CARB FUNDED SUSTAINABLE TRANSPORTATION EQUITY PROJECT.**

SUMMARY

The attached report was approved by the Mayor with ED3 waiver. This report is now referred to City Council for review and approval.

RECOMMENDATION

That the City Council, in concurrence with the Mayor:

1. Authorize LADOT to amend the Agreements identified below with various entities as part of the STEP grant agreement:
 - a. Agreement No. C-139646 with Los Angeles Cleantech Incubator (LACI), to increase the contract ceiling by \$1,442,917.28, for a total not to exceed \$3,042,917.28, to purchase electric micromobility devices for a community- based pilot program, provide workforce development training, and produce a zero emissions delivery pilot program.
 - b. Agreement No. C-139589 with the South Los Angeles Transit Empowerment Zone (SLATE-Z), to increase the contract ceiling by \$655,147.48, for a total not to exceed \$1,095,796.00, to conduct and coordinate community engagement activities.
 - c. Agreement No. C-139639 with CicLAvia, to increase the contract ceiling by \$125,000.00, for a total not to exceed \$300,000.00, to provide open street events and community bike rides to serve as testing and onboarding platforms for STEP as well as venues for data collection and for community feedback, outreach, and recruitment.
 - d. Agreement No. C-139647 with Mobility Development Partners (MDP), to increase the contract ceiling by \$433,652.87, for a total not to exceed \$692,000.00.

BACKGROUND

Council File (CF) 20-1041 authorized LADOT to apply for a grant in an amount up to \$16 million from the California Air Resources Board (CARB) Sustainable Transportation Equity Project (STEP) grant program.

LADOT received a preliminary grant award from CARB in the amount of \$7,077,770.53 on November 6, 2020. On November 9, 2021, City Council authorized LADOT to execute agreements with various entities to implement the CARB STEP grant program through March 31, 2025.

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.

DISCUSSION

With an additional \$6,765,527.15, LADOT and its partners can expand the scope of work for the STEP program, which includes the addition of a zero emissions delivery pilot program led by LACI, and will bring the project closer to its initial scope. Several project elements will increase in both budget and services provided. Several partners and LADOT increased their fund contributions to maintain at least the minimum 20% STEP grant requirement. Below is a summary of the proposed changes to project elements:

- *BlueLA Expansion:* Increase BlueLA car share services from fifty (50) to one hundred (100) vehicles serving South Los Angeles.
- *Electric Chargers:* Install an additional sixty-six (66) chargers to create a network of approximately one hundred sixteen (116) public L2 chargers throughout the STEP project area. As well as expanding the L2 network, LADOT will deploy an additional high speed DCFC plaza for a total of two (2).
- *Metro Mobility Wallet:* The additional funding from the STEP grant and ARPA will provide \$150 per month in shared mobility subsidies for approximately 2000 subscribers for one (1) year.
- *SLATE-Z and Ciclavia Stakeholder Engagement:* In collaboration with LADOT, SLATE-Z, and CiclAvia will host quick build active streets installments including three (3) design labs, three (3) community bicycles rides, and one (1) additional CiclAvia event, for a total of three (3), in the project area.
- *LACI Zero Emission Delivery Solutions:* LACI will conduct a Zero Emission Delivery (ZED) pilot program serving delivery technology startups, service providers, and local businesses with the additional funding from this grant. This pilot may include e-cargo bikes, microdelivery EVs, microdelivery hubs, or light-duty EV rental for gig drivers.

The \$6,765,527.15 supplemental grant award from CARB provides a total of \$13,843,297.68 for the STEP program. This additional funding will further support the City's efforts to continue the nation's largest EV car sharing program and provide expanded access to transportation options within disadvantaged communities of South Los Angeles.

Upon amendment of the grant agreement, LADOT anticipates total reimbursement of \$13,843,297.68 from CARB during the performance period through March 31, 2026. A combination of funds will secure funding match of at least the minimum 20% grant requirement:

- A portion of \$3,000,000 in CARB grant funds for Phase II of the City's BlueLA Electric Vehicle Car Share system.
- One million eight hundred thirty-six thousand six hundred eighty-four dollars (\$1,836,684.00) from LADOT Transit toward one year operation of a free, electric community shuttle.
- Three hundred thirty-six thousand dollars (\$336,000.00) in Low Carbon Transit Operations Program funds and \$2,000,000.00 in American Rescue Plan Act funds toward Mobility Wallet subsidies.
- Four hundred thousand dollars (\$400,000) in Bureau of Engineering permit fees for the BlueLA EV car share program.
- Additional funds and in-kind match provided by LADOT and LACMTA, rebates from LADWP, and other match funds from LACI, LATTC, Ciclavia, and EVgo.

LADOT and implementation partners including LACMTA, LACI, LATTC, LADWP, EVgo, and BSL will provide matching and in-kind resources of at least \$7,940,000.00 to implement the STEP program. LADOT matches include FY 2022-23 funds. Any future year appropriations are subject to approval by the Mayor and Council as part of the annual budget process. To maintain projects such as BlueLA car share expansion and E-bike Library expansion, LADOT continues to pursue state and federal support. These recommendations comply with City Financial Policies in that grant revenues and anticipated budgeted City funds are available to support this program. Grant Agreement No. STEP-IG-02,01 outlines further information on these commitments .

FISCAL IMPACT

There is no additional financial impact from this project to the General Fund by accepting the supplemental grant award. All LADOT matching and in-kind resources are a combination of General Fund, Mobile Source, Prop C, and Measure M funds. The Transportation Grants Fund (Fund No. 655) will serve as the front-funding source for the STEP grant.

CL:(ss)

Attachments: Contracts with LACI, SLATE-Z, CicLAvia, and MDP

TRANSMITTAL

TO
Los Angeles Department of Transportation

DATE
10/11/2022

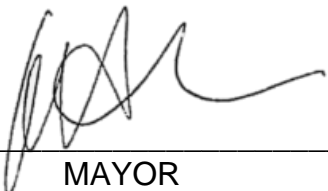
COUNCIL FILE NO.

FROM
The Mayor

COUNCIL DISTRICT

**APPROVAL OF REQUEST FOR FIRST AMENDED AGREEMENT BETWEEN THE DEPARTMENT OF
TRANSPORTATION AND IMPLEMENTATION PARTNERS: THE LOS ANGELES CLEANTECH INCUBATOR
(LACI), SOUTH LOS ANGELES TRANSIT EMPOWERMENT ZONE (SLATE-Z), CICLAVIA, AND MOBILITY
DEVELOPMENT PARTNERS, LLC (MDP); TO EXECUTE THE CARB FUNDED SUSTAINABLE
TRANSPORTATION EQUITY PROJECT**

Approved, ED3 Waived, and Transmitted for further processing.




MAYOR
(Andre Herndon for)

CITY OF LOS ANGELES
INTER-DEPARTMENTAL MEMORANDUM

Date: September 22, 2022

To: Honorable Eric Garcetti, Mayor
Office of the Mayor
Attention: Heleen Ramirez, Legislative Coordinator

From: Connie Llanos, Interim General Manager 
Department of Transportation

Subject: **FIRST AMENDED AGREEMENT BETWEEN THE DEPARTMENT OF TRANSPORTATION AND IMPLEMENTATION PARTNERS: THE LOS ANGELES CLEANTECH INCUBATOR (LACI), SOUTH LOS ANGELES TRANSIT EMPOWERMENT ZONE (SLATE-Z), CICLAVIA, AND MOBILITY DEVELOPMENT PARTNERS, LLC (MDP); TO EXECUTE THE CARB FUNDED SUSTAINABLE TRANSPORTATION EQUITY PROJECT.**

SUMMARY

The Los Angeles Department of Transportation (LADOT) requests authorization to amend Agreements authorized by Council File (CF) 20-1041 with Los Angeles Cleantech Incubator (LACI) (C-139646), South Los Angeles Transit Empowerment Zone (SLATE-Z) (C-139589), CicLAvia (C-139639), and Mobility Development Partners, LLC (MDP) (C-139647) relative to a supplemental grant award from California Air Resources Board (CARB) to implement the Sustainable Transportation Equity Project (STEP).

RECOMMENDATION

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

1. Authorize LADOT to amend the Agreements identified below with various entities as part of the STEP grant agreement:
 - a. Agreement No. C-139646 with Los Angeles Cleantech Incubator (LACI), to increase the contract ceiling by \$1,442,917.28, for a total not to exceed \$3,042,917.28, to purchase electric micromobility devices for a community-based pilot program, provide workforce development training, and produce a zero emissions delivery pilot program.
 - b. Agreement No. C-139589 with the South Los Angeles Transit Empowerment Zone (SLATE-Z), to increase the contract ceiling by \$655,147.48, for a total not to exceed \$1,095,796.00, to conduct and coordinate community engagement activities.
 - c. Agreement No. C-139639 with CicLAvia, to increase the contract ceiling by \$125,000.00, for a total not to exceed \$300,000.00, to provide open street events and community bike rides to serve as testing and onboarding platforms for STEP as well as venues for data collection and for community feedback, outreach, and recruitment.
 - d. Agreement No. C-139647 with Mobility Development Partners (MDP), to increase the contract ceiling by \$433,652.87, for a total not to exceed \$692,000.00.

BACKGROUND

Council File (CF) 20-1041 authorized LADOT to apply for a grant in an amount up to \$16 million from the California Air Resources Board (CARB) Sustainable Transportation Equity Project (STEP) grant program. LADOT received a preliminary grant award from CARB in the amount of \$7,077,770.53 on November 6, 2020. On November 9, 2021, City Council authorized LADOT to execute agreements with various entities to implement the CARB STEP grant program through March 31, 2025.

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.

DISCUSSION

With an additional \$6,765,527.15, LADOT and its partners can expand the scope of work for the STEP program, which includes the addition of a zero emissions delivery pilot program led by LACI, and will bring the project closer to its initial scope. Several project elements will increase in both budget and services provided. Several partners and LADOT increased their fund contributions to maintain at least the minimum 20% STEP grant requirement. Below is a summary of the proposed changes to project elements:

- *BlueLA Expansion:* Increase BlueLA car share services from fifty (50) to one hundred (100) vehicles serving South Los Angeles.
- *Electric Chargers:* Install an additional sixty-six (66) chargers to create a network of approximately one hundred sixteen (116) public L2 chargers throughout the STEP project area. As well as expanding the L2 network, LADOT will deploy an additional high speed DCFC plaza for a total of two (2).
- *Metro Mobility Wallet:* The additional funding from the STEP grant and ARPA will provide \$150 per month in shared mobility subsidies for approximately 2000 subscribers for one (1) year.
- *SLATE-Z and Ciclavia Stakeholder Engagement:* In collaboration with LADOT, SLATE-Z, and CicLAvia will host quick build active streets installments including three (3) design labs, three (3) community bicycles rides, and one (1) additional CicLAvia event, for a total of three (3), in the project area.
- *LACI Zero Emission Delivery Solutions:* LACI will conduct a Zero Emission Delivery (ZED) pilot program serving delivery technology startups, service providers, and local businesses with the additional funding from this grant. This pilot may include e-cargo bikes, microdelivery EVs, microdelivery hubs, or light-duty EV rental for gig drivers.

The \$6,765,527.15 supplemental grant award from CARB provides a total of \$13,843,297.68 for the STEP program. This additional funding will further support the City's efforts to continue the nation's largest EV car sharing program and provide expanded access to transportation options within disadvantaged communities of South Los Angeles.

Upon amendment of the grant agreement, LADOT anticipates total reimbursement of \$13,843,297.68 from CARB during the performance period through March 31, 2026. A combination of funds will secure funding match of at least the minimum 20% grant requirement:

- A portion of \$3,000,000 in CARB grant funds for Phase II of the City's BlueLA Electric Vehicle Car Share system.
- One million eight hundred thirty-six thousand six hundred eighty-four dollars (\$1,836,684.00) from LADOT Transit toward one year operation of a free, electric community shuttle.
- Three hundred thirty-six thousand dollars (\$336,000.00) in Low Carbon Transit Operations Program funds and \$2,000,000.00 in American Rescue Plan Act funds toward Mobility Wallet subsidies.
- Four hundred thousand dollars (\$400,000) in Bureau of Engineering permit fees for the BlueLA EV car share program.
- Additional funds and in-kind match provided by LADOT and LACMTA, rebates from LADWP, and other match funds from LACI, LATTC, Ciclavia, and EVgo.

LADOT and implementation partners including LACMTA, LACI, LATTC, LADWP, EVgo, and BSL will provide matching and in-kind resources of at least \$7,940,000.00 to implement the STEP program. LADOT matches include FY 2022-23 funds. Any future year appropriations are subject to approval by the Mayor and Council as part of the annual budget process. To maintain projects such as BlueLA car share expansion and E-bike Library expansion, LADOT continues to pursue state and federal support. These recommendations comply with City Financial Policies in that grant revenues and anticipated budgeted City funds are available to support this program. Grant Agreement No. STEP-IG-02,01 outlines further information on these commitments.

FISCAL IMPACT

There is no additional financial impact from this project to the General Fund by accepting the supplemental grant award. All LADOT matching and in-kind resources are a combination of General Fund, Mobile Source, Prop C, and Measure M funds. The Transportation Grants Fund (Fund No. 655) will serve as the front-funding source for the STEP grant.

CL:(ss)

Attachments: Contracts with LACI, SLATE-Z, Ciclavia, and MDP

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

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

THIS FIRST 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 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, the PARTIES desire to amend the scope of work, budget, and Project schedule for technical assistance as it aligns with STEP throughout the duration of the Project; and

WHEREAS, LADOT desires in this 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

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

1. **Section 1. DEFINITIONS**, Subsection 1.4 is hereby removed in its entirety and replaced as follows:

1.4 “Grant Agreement” means the Project Grant Agreement No. STEP-IG-02,01 with CARB, as set forth in EXHIBIT C attached hereto (“Grant Agreement”).

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

3.1 Term. The Term of this Agreement will commence on the date of attestation by the Los Angeles City Clerk and will expire on March 31, 2026.

3. **Section 4. REIMBURSEMENT AND METHOD OF PAYMENT**, Subsection 4.2 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 six hundred eighty-nine thousand dollars (\$689,000), payments of which shall be made in accordance with the Disbursement Schedule (EXHIBIT B).

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

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

6. EXHIBIT C - Grant Agreement is hereby replaced in its entirety by the EXHIBIT C - Grant Agreement attached hereto this First Amendment.

7. 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

By: _____

Connie Llanos
Acting General Manager
Department of Transportation

Date: _____

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

By: _____

Michael Nagle
Deputy City Attorney

Date: _____

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: _____

Date: _____

City Agreement Number: _____

Council File Number: _____

Mobility Development Partners (MDP)

By*: _____

Creighton Randall
CEO
Mobility Development Partners

Date: _____

By**: _____

[Name]
[Title]
Mobility Development Partners

Date: _____

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

* The signature of President, Chairman of the Board, or Vice President is required here; and

** an additional signature of Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer is also required for the Corporation.

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) throughout the duration of the grant pilot program.

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:
 - Participation and facilitation of Steering Committee (SC) meetings where possible,
 - 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;
- Development of policies and procedures as they relate to the BlueLA Steering Committee, BlueLA, and project management;
- Document and process flow charts to describe procedures for tracking, evaluating and processing project participants;
- Guidance around planning, integration, and operation of shared mobility networks, including BlueLA, the e-bike Library, and Mobility Wallet
 - Support financial analysis and projections around the Mobility Wallet
 - Support negotiation and vendor / subcontractor management in developing, tracking and evaluating the Mobility Wallet
- 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 advising cross-over and/or merger with the BlueLA SC, including:
 - Guidance to LADOT and SLATE-Z in drafting the agendas, presentations, and discussion points for SC meetings.

- Identification and management of additional program marketing funds;
- Expansion of the scope and membership of the BlueLA Steering Committee to provide equal focus to this wider range of programming in South LA, including
 - Recruitment of additional members and expanding of the Steering Committee structure, including consideration of embedding this structure within SLATE-Z's Collaborative Stakeholder Structure
 - Connecting Community Based Organizations to the on-the-ground work of other project subcontractors (i.e. CicLAvia, LATTC, and LACI)
- 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.

Scope of Work for Potential Subcontractor:

Accounting and Contract Compliance (At least 50 hours per month until funds exhausted). Billing for these tasks not expected to exceed \$10,000 per month without prior communication to LADOT:

- Management / Tracking of overall project budget and budgets of STEP partners
- Tracking project milestones and deliverables as needed
- Collection and analysis of data/ surveys needed from STEP partners for quarterly reports
- Preparation of draft final report due to CARB on Dec 2025

Deliverables

MDP will be providing support and technical assistance throughout the course of the grant. Technical assistance will focus on:

- Provide data collection and evaluation and analysis for BlueLA for submittal to California Air Resources Board (CARB) as part of the Data Collection Plan.
 - Submit quarterly data starting tentative date June 2022- December 2024
- Management of Community Engagement and assignment of roles and responsibilities for Steering Committee and Slate-Z.
 - Start date of September 2021- December 2024
- Assist with review of quarterly status reports
 - September 1, 2021- December 2025
- Assist with Data Collection analysis as needed.
 - October 2021- December 2025
- 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, 2025 (report is due to CARB on December 31, 2024).
 - Submit Final Report to LADOT by March 15, 2026 (report is due to CARB on March 31, 2026).

Projected timelines for deliverable may be adjusted as-needed by LADOT during the term of agreement.

General technical assistance includes:

- Document and process flow charts including gantt charts to describe procedures for tracking, evaluating, and tracking projects;
- Coordinate and attend meetings with CARB and LADOT, first Tuesday of every month;
- As requested by LADOT, attend meetings with STEP partners to track project progress;
- Develop survey tools for tracking program performance;
- Manage and track progress of the steering committee and community outreach management with SlateZ;
- Attend bi-weekly (once every two weeks) meetings with LADOT on STEP project action items;
- Assist LADOT with accounting and tracking budgets for STEP partners and overall grant funds;
- Assist with overall contract management; and
- Attend public meetings and prepare meeting minutes as needed as requested by LADOT.

EXHIBIT B DISBURSEMENT SCHEDULE

STEP - MDP As-Needed Technical Assistance		
Administrative Tasks	Schedule	Total
Task 1 - Assistance with General Project Management	Months 1 - 52	\$ 170,000
Task 2 - Negotiation of Subcontracts and Vendor Engagements	Months 1 - 52	\$ 70,000
Task 3 - Support to Collaborative Stakeholder Structure & Outreach	Months 3 - 52	\$ 120,000.00
Task 4 - Infrastructure Planning / Engagement	Months 6 - 1	\$ 62,000.00
Task 5 - Implementation of Survey Tools	Months 3 - 5	\$ 50,000
Task 6 - Analysis of Enrollment, Utilization, & Performance	Months 1 - 52	\$ 40,000.00
Task 7 - Reporting	Months 1 - 52	\$ 30,000.00
MDP Team		\$539,000
Task 8 - Assistance to LADOT Accounting and Contract Compliance	Months 3 - 39	\$ 150,000.00
TOTAL		\$689,000

Billing Rates	
Employee Classification/Title	Hourly Rates
CEO / Principal Consultant	\$ 110.00
Advisor (subcontracted) for Financial Management	\$ 120.00
Senior Project Manager	\$90.00
Planning Associate	\$ 65.00
Accounting and Project Tracking support (subcontracted)	\$60.00
Outreach/Project Manager	\$ 55.00
Research and Outreach Associate	\$50.00

**FIRST AMENDMENT
TO
AGREEMENT C-139589
BETWEEN
THE CITY OF LOS ANGELES
AND
COMMUNITY PARTNERS FOR BENEFIT OF SOUTH LOS ANGELES TRANSIT
EMPOWERMENT ZONE
FOR
THE SUSTAINABLE TRANSPORTATION EQUITY PROJECT**

**FIRST AMENDMENT TO AGREEMENT C-139589
BETWEEN
THE CITY OF LOS ANGELES
AND
COMMUNITY PARTNERS FBO SOUTH LOS ANGELES TRANSIT EMPOWERMENT ZONE
FOR
THE SUSTAINABLE TRANSPORTATION EQUITY PROJECT**

THIS FIRST AMENDMENT to Agreement C-139589 (“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 Community Partners fbo South Los Angeles Transit Empowerment Zone (SLATE-Z), a California non-profit corporation (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 the 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-139589; 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, the PARTIES desire to amend the scope of work, budget, and Project schedule for stakeholder outreach and community engagement as it aligns with STEP throughout the duration of the Project; and

WHEREAS, LADOT desires in this First Amendment to Agreement C-139589 to 1) revise the scope of work; 2) increase the amount of disbursement to SUBRECIPIENT for Project expenditures by six hundred fifty-five thousand one hundred forty-seven dollars and forty-eight cents (\$655,147.48) for a total amount not to exceed one million ninety-five thousand seven hundred ninety-six dollars (\$1,095,796.00); and 3) extend the term of the 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. **Section 1. DEFINITIONS**, Subsection 1.3 is hereby removed in its entirety and replaced as follows:

1.3 “Grant Agreement” means the Project Grant Agreement No. STEP-IG-02,01 with CARB, as set forth in EXHIBIT C attached hereto (“Grant Agreement”).

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

3.1 Term. The Term of this Agreement will commence on the date of attestation by the Los Angeles City Clerk and will expire on March 31, 2026.

3.2 Ratification. The Contractor may have provided services to the City of Los Angeles prior to the execution of this Agreement, to the extent that the Contractor’s services were performed in accordance with the terms and conditions of this Agreement, including the City’s Standard Provisions for City Contracts (Rev. 10/21) [v.4], those services are hereby ratified.

3.3 Termination. Pursuant to Exhibit D, Standard Provisions for City Contracts (Rev. 10/21) [v.4] PSC- 9 Termination.

3.4 Survival. If this Agreement expires, or is terminated, then the rights granted by one PARTY to the other will cease immediately except as otherwise set forth in this Agreement. The PARTIES agree the following Sections will survive the termination or expiration of this Agreement: Section 8 [INTELLECTUAL PROPERTY], Section 9 [CONFIDENTIALITY] and Section 10 [INDEMNIFICATION].

3. **Section 4. REIMBURSEMENT AND METHOD OF PAYMENT** is hereby removed in its entirety and replaced as follows:

4. TERMS OF PAYMENT AND INVOICING

4.1 Terms of Payment. As set forth in the Grant Agreement and as required by this Agreement, CITY shall disburse payments to SUBRECIPIENT in the amounts set forth in the Disbursement Schedule (EXHIBIT B) upon completion of milestones in the Scope of Work (EXHIBIT A). SUBRECIPIENT agrees that timing requirements of the Project may obligate SUBRECIPIENT to make expenditures for the Project prior to disbursement by the CITY. The PARTIES also acknowledge and agree that the CITY shall not be obligated to disburse payment to SUBRECIPIENT for expenditures made for the Project unless and until payment has been authorized and approved by the CITY.

4.2 Maximum Compensation. The maximum *not to exceed amount* to be disbursed to SUBRECIPIENT pursuant to this Agreement and the Grant Agreement shall be one million ninety-five thousand seven hundred ninety-six

dollars (\$1,095,796.00), payment of which shall be made in accordance with the Disbursement Schedule (EXHIBIT B).

4.3 Method of Payment. For services provided under this Agreement, CITY will pay SUBRECIPIENT in accordance with Section 4.1 – [Terms of Payment], and the other conditions and provisions of this Section 4 [TERMS OF PAYMENT AND INVOICING] within thirty (30) calendar days after receipt and approval of the SUBRECIPIENT's invoices by the CITY.

SUBRECIPIENT seeking disbursement shall submit documentation and invoices to CITY in accordance with Disbursement Schedule (EXHIBIT B), following the effective date of this Agreement for Project activities performed during the preceding month.

SUBRECIPIENT shall submit appropriate supporting documents with each invoice. Such documents may include provider narrative reports on tasks and Project activities performed. CITY may require, and SUBRECIPIENT shall provide, all documents reasonably required to determine whether amounts on the invoice are allowable expenses under this Agreement or as may be requested by CARB. All invoices are subject to audit.

SUBRECIPIENT must include the following information on each invoice:

- Name and address of company or firm
- Date of Invoice
- Invoice Number
- Agreement Number
- Date and description of services provided
- Amount of Invoice
- Total amount payable

SUBRECIPIENT must submit invoices to:

Shirin Sadrpour, Environmental Affairs Officer
Los Angeles Department of Transportation
100 South Main Street, 10th Floor
Los Angeles, CA 90012
Shirin.Sadrpour@lacity.org

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

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

6. EXHIBIT C - Grant Agreement is hereby replaced in its entirety by the EXHIBIT C - Grant Agreement attached hereto this First Amendment.

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

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

THE CITY OF LOS ANGELES

Community Partners fbo Slate-Z

By: _____
Connie Llanos
Acting General Manager
Department of Transportation

By*: _____
Alicia Lara
President & CEO

Date: _____

Date: _____

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

By**: _____
Victor De la Cruz
Board Secretary

By: _____
Michael Nagle
Deputy City Attorney

Date: _____

Date: _____

ATTEST:

HOLLY L. WOLCOTT, City Clerk

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

By: _____

Date: _____

City Agreement Number: _____

Council File Number: _____

* The signature of President, Chairman of the Board, or Vice President is required here; and

** an additional signature of Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer is also required for the Corporation.

EXHIBIT A

SCOPE OF WORK -

I. OUTREACH AND COMMUNITY ENGAGEMENT

Project Objective

To conduct stakeholder outreach and engagement and create the Resident Advisory Committee (RAC) and Steering Committee for residents in South Los Angeles through a partnership between the City of Los Angeles Department of Transportation (LADOT) and the South Los Angeles Transit Empowerment Zone (SLATE-Z).

Scope of Work

The Project Scope of Work will create a Resident Advisory Committee (RAC) that will include capacity building for STEP residents to serve an advisory role on this project. The project will also engage local Community Based Organizations (CBOs). SLATE-Z is composed of over 90 cross-sector partners who work to revitalize South Los Angeles through workforce development, education, public safety, and public transit access. SLATE-Z will be the lead partner responsible for developing and implementing a community engagement plan that facilitates community representation in decision-making, outreach, and educational activities around STEP proposal projects.

Selected residents on the RAC will receive training and mentorship to support their role. Representatives will provide guidance and input on outreach events. CBOs and RAC members will communicate project developments to the community and provide recommendations as appropriate on technical components of the project including, but not limited to, site selection or design aspects. RAC members will also be trained on how to prepare other residents to effectively participate in outreach events that promote or support STEP proposal projects.

SLATE-Z will create and convene a Steering Committee, which will include CBO representatives, RAC members, Community Partners identified in the proposal, and Subgrantees to oversee STEP projects and guide implementation decisions. At these meetings, SLATE-Z will provide language translation and interpretation services, and provide participant incentives to residents. Outside of the Steering Committee meetings, RAC members will engage in Community Ambassador efforts, i.e., outreach and training of other residents. Once RAC members complete their service on the Steering Committee, they will also be invited to join the SLATE-Z Transit and Jobs

Workgroups. Their participation in these workgroups will provide an opportunity to highlight and address service gaps related to the STEP proposal projects.

Complementing the work around the Steering Committee and the RAC, SLATE-Z will incorporate engagement and understanding of STEP projects within its broader efforts. The STEP efforts will be highlighted in SLATE-Z workgroups, most notably its Jobs and Transit workgroups, and featured within its broader communications plan. Further, SLATE-Z will centralize community orientated STEP related information through a section of its website dedicated to the STEP partnership. Over the course of the grant, SLATE-Z will leverage its social media platforms, newsletters, blogs, and other communications tools. Finally, SLATE-Z will produce a community facing periodic summary of the STEP projects that it will share through social media platforms and its broad base of partnerships at least twice per year.

Complementing these efforts, SLATE-Z will engage six (6) CBOs through CBO Ambassador grants. These subcontracts will support outreach events and other efforts that further promote or support the work around the STEP projects.

Timeline

Milestone	Start	Completion
Steering Committee, Including RAC	10/1/21	11/30/25
A. Develop RFP for RAC Steering Committee training and design process for recruiting CBO Steering Committee members.	10/1/21	12/30/21
B. Develop RAC training and recruit initial cohort	10/1/21	1/31/22
C. Manage steering committee and appoint initial committee members	10/1/21	1/31/22
D. Convene a group of Expert Advisors from the South LA Promise Zones	10/1/21	3/30/22

	Jobs, Economic Activity, and Transit Workgroups, to provide interim support while the Steering Committee of RAC members, CBOs, and other partners is being formed.		
E.	Conduct approximately three-month training with the initial RAC Cohort (approximately 5 to 10 members) that will join the Steering Committee, and provide ongoing mentoring of RAC members.	1/1/22	5/31/22
F.	Hold first steering committee meeting	4/1/22	6/31/22
G.	Provide ongoing mentoring of the initial cohort of RAC members.	4/1/22	12/31/22
H.	Convene bi-monthly steering committee meetings	4/1/22	11/30/25
P.	Convene bi-monthly Transit workgroup meetings, inviting past cohorts of RAC members to join these groups on an ongoing basis.	1/1/23	11/30/25
Q.	Convene bi-monthly Jobs workgroup meetings, inviting past cohorts of RAC members to join these groups on an ongoing basis.	1/1/23	11/30/25
R.	Re-release RFP for RAC training or reengage trainer(s) of first cohort	9/1/22	12/1/22

S.	Recruit second cohort of RAC members	9/1/22	12/31/22
T.	Conduct approximately three-month training with the second RAC Cohort (approximately 5 to 10 members) that will join the Steering Committee, and provide ongoing mentoring of RAC members.	1/1/23	4/30/23
U.	Provide ongoing mentoring of second cohort of RAC members	4/30/23	12/31/23
V.	Recruit third cohort of RAC members	9/1/23	12/31/23
W.	Conduct approximately three-month training with the third RAC Cohort (approximately 5 to 10 members) that will join the Steering Committee, and provide ongoing mentoring of RAC members.	1/1/24	4/30/24
X.	Provide ongoing mentoring of cohorts of RAC members	4/30/24	12/31/24
Y.	Convene all three cohorts of RAC members to assess their experience with the RAC, Steering Committee, and the STEP projects, and current engagement in mobility, climate, greenhouse gas reducing, or related efforts moving forward.	4/1/25	9/30/25
	CBO Ambassador Program	3/1/22	11/30/25
I.	Develop scope of work	6/1/22	10/31/22

	for CBO engagement to execute the CBO ambassador program.		
J.	Review CBO engagement plan with the Steering Committee	6/1/22	10/31/22
K.	Launch initial RFP for CBOs, review bids, and select vendor(s).	10/1/22	11/30/22
L.	Finalize first round CBO Ambassador agreements with CBOs.	1/1/23	2/28/23
M.	Disburse initial CBO Ambassador Grants	2/1/23	11/30/23
Z.	Launch second RFP for CBOs, review bids, and select vendor(s).	6/1/23	9/30/23
AA.	Finalize second round agreements with CBOs.	9/1/23	12/31/23
AB.	Disburse second round CBO Ambassador Grants	1/1/24	11/30/24
N.	Conduct CBO engagement.	9/1/22	11/30/25
	Youth Ambassador Program	12/1/21	3/31/24
O.	Provide outreach support to LATTC as it develops and implements the youth Ambassador Program.	12/1/21	3/31/24

Deliverables

Submit all required reports and deliverables as detailed in the Grant Agreement Attachment III Table. Examples of deliverables may include: social media posts, methods of outreach, documentation of RAC training materials, documentation of completion of RAC cohort(s), copy of curriculum and steering committee meetings, which may include agendas, event location, number of participants, sign-in sheets,

meeting notes and other agreed upon data and California Climate Investment Employment Outcome Reporting as requested by CARB.

Staffing Plan

Staffing for the Steering Committee will be managed by the SLATE-Z backbone team. This includes oversight and ongoing coordination from SLATE-Z staff. The SLATE-Z backbone team will also oversee and coordinate the Potential CBO Subcontractors (see below).

SLATE-Z will also provide oversight and coordination with the Resident Advisory Committee, and over the entity or entities that will provide training and mentoring to these residents.

SLATE-Z will staff the jobs and transit workgroups, and communication efforts.

Staffing for the Youth Ambassador Program will be managed by LATTC, with some outreach support for the program provided by SLATE-Z.

Potential CBO Subcontractors

Subcontractors for training and mentoring of RAC: Minimum of 2 subcontractors will be selected for assistance.

Subcontractors for CBO Ambassador Program: Minimum of 6 organizations will be selected for participation.

II. QuickBuild Outreach and Community Engagement

Project Objective

To provide outreach and community engagement and host a series of convenings with South Los Angeles community members that will inform the implementation and design of street safety elements that create spaces that are safe and accessible to all users through a partnership between the City of LA Department of Transportation (LADOT) and the South Los Angeles Transit Empowerment Zone (SLATE-Z).

Scope of Work

SLATE-Z is composed of more than 100 cross-sector partners who work to revitalize South Los Angeles by moving residents to economic opportunity. Through this project, SLATE-Z will engage its partners in community outreach to ensure we gather diverse community feedback and reach the most underrepresented communities in South Los Angeles. The project scope will focus on three community convenings, through which SLATE-Z will gather input on the proposed QuickBuild focus corridors and potential treatments.

These three community convenings will consist of two community charrettes/design labs, and a final community design review meeting. SLATE-Z will provide community outreach, collaborate with LADOT on meeting format, and host meetings. The project will engage the STEP Resident Advisory Committee (RAC) and project partners, to support community outreach and inform meeting design.

Timeline

MILESTONE	START	END
<i>QuickBuild Active Streets Community Outreach & Engagement</i>	<i>8/1/22</i>	<i>6/30/23</i>
Host charrette/design lab to gather community input on proposed QuickBuild focus corridors and potential treatments.	10/1/22	2/28/23
Host charrette/design lab to gather community input on proposed QuickBuild focus corridors and potential treatments.	10/1/22	2/28/23
Host community design review (work RAC and/or other STEP partners as appropriate)	1/1/23	6/30/23

EXHIBIT B
DISBURSEMENT SCHEDULE -
I. OUTREACH AND COMMUNITY ENGAGEMENT

Disbursement Date	Amount	Milestones
1. 2/15/22	\$93,500.00	<ul style="list-style-type: none"> A. Develop Steering Committee and RAC structure and plan for presentation to project partners. B. Develop RAC training and recruit initial cohort C. Manage steering committee and appoint initial committee members D. Convene Expert Advisors to provide interim support before first Steering Committee meeting
2. 6/30/22	\$78,393.00	<ul style="list-style-type: none"> E. Conduct approximately three-month training with initial RAC cohort (approximately 5 to 10 members) F. Hold first steering committee meeting G. Mentor initial cohort of RAC members H. Convene bi-monthly steering committee meetings
3. 12/31/22	\$106,814.00	<ul style="list-style-type: none"> G. Mentor initial cohort of RAC members H. Convene bi-monthly steering committee meetings I. Develop scope of work for CBO engagement J. Review CBO engagement plan with the Steering Committee K. Launch initial RFP for CBO engagement, review bids, and select vendor(s).

Disbursement Date	Amount	Milestones
		M. Conduct CBO engagement N. Provide outreach support to LATTC as it develops and implements the youth Ambassador Program R. Re-release RFP for RAC training or reengage trainer(s) of first cohort. S. Recruit second cohort of RAC members
4. 6/30/23	\$186,814.00	H. Convene bi-monthly steering committee meetings L. Finalize initial agreements with CBOs. M. Conduct CBO engagement C. Work with LATTC as it implements the youth ambassador program in partnership with LATTC P. Convene bi-monthly transit workgroup meeting Q. Convene bi-monthly jobs workgroup meeting R. Conduct approximately three-month training with the second RAC Cohort (approximately 5 to 10 members) Z. Launch second RFP for CBOs, review bids, and select vendor(s). AA. Finalize second round agreements with CBOs.

Disbursement Date	Amount	Milestones
5. 12/31/23	\$121,814.00	H. Convene bi-monthly steering committee meetings M. Disburse initial CBO Ambassador Grants N. Conduct CBO engagement. O. Provide outreach support to LATTC as it develops and implements the youth Ambassador Program P. Convene bi-monthly transit workgroup meeting Q. Convene bi-monthly jobs workgroup meeting U. Provide ongoing mentoring to second cohort of RAC members V. Recruit third cohort of RAC members
6. 6/30/24	\$196,814.00	H. Convene bi-monthly steering committee meetings N. Conduct CBO engagement O. Provide outreach support to LATTC as it develops and implements the youth Ambassador Program P. Convene bi-monthly transit workgroup meeting Q. Convene bi-monthly jobs workgroup meeting W. Conduct approximately three-month training with the next RAC Cohort (approximately 5 to 10 members) X. Provide ongoing mentoring to third cohort of RAC members AB. Disburse second round CBO Ambassador Grants

Disbursement Date	Amount	Milestones
7. 12/31/24	\$121,814.00	H. Convene bi-monthly steering committee meetings N. Conduct CBO engagement. O. Provide outreach support to LATTC as it develops and implements the youth Ambassador Program P. Convene bi-monthly transit workgroup meeting. Q. Convene bi-monthly jobs workgroup meeting. X. Provide ongoing mentoring to third cohort of RAC members AB. Disburse second round CBO Ambassador Grants
8. 6/30/25	\$63,539.00	H. Convene bi-monthly steering committee meetings N. Conduct CBO engagement. P. Convene bi-monthly transit workgroup meeting. Q. Convene bi-monthly jobs workgroup meeting.
9. 12/30/25	\$76,294.00	H. Convene bi-monthly steering committee meetings N. Conduct CBO engagement. P. Convene bi-monthly transit workgroup meeting. Q. Convene bi-monthly jobs workgroup meeting. Y. Convene all three cohorts of RAC members, if possible, to assess their experience with the RAC, Steering Committee, and the STEP projects, and current engagement in mobility, climate, greenhouse gas reducing, or related efforts moving forward.

Total cost estimate for this project is \$1,045,796.

**FIRST AMENDMENT
TO
AGREEMENT C-139639
BETWEEN
THE CITY OF LOS ANGELES
AND
CICLAVIA
FOR
THE SUSTAINABLE TRANSPORTATION EQUITY PROJECT**

**FIRST AMENDMENT TO AGREEMENT C-139639
BETWEEN
THE CITY OF LOS ANGELES
AND
CICLAVIA
FOR
THE SUSTAINABLE TRANSPORTATION EQUITY PROJECT**

THIS FIRST AMENDMENT to Agreement C-139639 (“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 CicLAvia, a California Corporation (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 the 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 5, 2021, in accordance with the Scope of Work (Exhibit A) of Agreement C-139639, SUBRECIPIENT executed CicLAvia event 1; and

WHEREAS, on December 10, 2021, LADOT executed Agreement C-139639 with the SUBRECIPIENT; 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, the PARTIES desire to amend the scope of work, budget, and Project schedule for open street events and community engagement and outreach as it aligns with STEP throughout the duration of the Project; and

WHEREAS, LADOT desires in this First Amendment to Agreement C-139639 to 1) revise the scope of work; 2) increase amount of reimbursement to SUBRECIPIENT for Project expenditures by one hundred and twenty-five thousand dollars (\$125,000.00) for a total not to exceed three hundred thousand dollars (\$300,000.00); and 3) extend the term of the 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. **Section 1. DEFINITIONS**, Subsection 1.3 is hereby removed in its entirety and replaced as follows:
 - 1.3 **“Grant Agreement”** means the Project Grant Agreement No. STEP-IG-02,01 with CARB, as set forth in EXHIBIT C attached hereto (“Grant Agreement”).
2. **Section 3. TERM AND TERMINATION OF THE AGREEMENT** is hereby removed in its entirety and replaced as follows:
 - 3.1 **Term.** The Term of this Agreement will commence on the date of attestation by the Los Angeles City Clerk and will expire on March 31, 2026.
 - 3.2 **Ratification.** The Contractor may have provided ~~prior~~ services to the City of Los Angeles prior to the execution of this Agreement, to the extent that the Contractor’s services were performed in accordance with the terms and conditions of this Agreement, including the City’s Standard Provisions for City Contracts (Rev. 10/21) [v.4], those services are hereby ratified.
 - 3.3 **Termination.** Pursuant to Exhibit D, Standard Provisions for City Contracts (Rev. 10/21) [v.4] PSC- 9 Termination.
 - 3.4 **Survival.** If this Agreement expires, or is terminated, then the rights granted by one PARTY to the other will cease immediately except as otherwise set forth in this Agreement. The PARTIES agree the following Sections will survive the termination or expiration of this Agreement: Section 8 [INTELLECTUAL PROPERTY], Section 9 [CONFIDENTIALITY] and Section 10 [INDEMNIFICATION].
3. **Section 4. REIMBURSEMENT AND METHOD OF PAYMENT**, Subsection 4.2 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 three hundred thousand dollars (\$300,000), payment of which shall be made in accordance with the Disbursement Schedule (EXHIBIT B).
4. EXHIBIT A - Scope of Work is hereby replaced in its entirety by the EXHIBIT A - Scope of Work attached hereto this First Amendment.
5. EXHIBIT B - Disbursement Schedule is hereby replaced in its entirety by the EXHIBIT B - Disbursement Schedule attached hereto this First Amendment.
6. EXHIBIT C - Grant Agreement is hereby replaced in its entirety by the EXHIBIT C - Grant Agreement attached hereto this First Amendment.
7. 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

CICLAVIA

By: _____
Connie Llanos
Acting General Manager
Department of Transportation

By*: _____
Aaron Gunzik
Chairman of the Board

Date: _____

Date: _____

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

By**: _____
[Name]
[Title]

By: _____
Michael Nagle
Deputy City Attorney

Date: _____

Date: _____

ATTEST:
HOLLY L. WOLCOTT, City Clerk

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

By: _____

Date: _____

City Agreement Number: _____
Council File Number: _____

* The signature of President, Chairman of the Board, or Vice President is required here; and

** an additional signature of Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer is also required for the Corporation.

EXHIBIT A

SCOPE OF WORK - COMMUNITY PARTNERSHIP & ENGAGEMENT

Project Objective

Provide community partnership and community engagement opportunities for low income residents in South Los Angeles for the Sustainable Transportation Equity Program (STEP) through a partnership between the City of Los Angeles Department of Transportation (LADOT) and CicLAvia.

Scope of Work

CicLAvia, a non-profit organization based in Los Angeles, will provide expertise, partnership, and community engagement support on the following:

- **Open Streets Events:** Produce open streets events that will serve as platforms for the STEP-funded projects, as well as venues for data collection, community feedback, and outreach and recruitment for the Steering Committee. CicLAvia will serve on the Steering Committee governance and integrate projects into the outreach and engagement plans of the region. Through CicLAvia's three Open streets events (1-10 miles) in multiple South LA neighborhoods throughout the entire STEP project area, CicLAvia will work directly with community organizations, churches, schools, and businesses to develop community-driven programming and integrate community-based priorities into the overall event design.
- **Quick Build Active Streets:** Provide partnership, community engagement and education support for the Quick-build active streets project (Project). This Project is focused on community-based design exercises, pop-up demonstrations, and implementation of quick-build street safety elements in the STEP Community. In addition, CicLAvia will provide technical assistance and outreach support that may include social media and email outreach.

Open Streets Events

In partnership with LADOT, CicLAvia will provide its expertise on securing the necessary public (city and county) processes required to produce three (3) South LA open streets events. CicLAvia will provide assistance to LADOT on the route design, permitting, mitigation measures, public safety requirements, coordination of essential city departments and agencies, public outreach, local business engagements, and public awareness of the events.

CicLAvia Responsibilities:

CicLAvia will work directly with STEP project area partners and stakeholders beginning 9-12 months prior to a CicLAvia open streets event, and will include the following:

- Develop community engagement plans: August 2021- December 2024
Gathering input on community-based priorities to inform the community engagement plan, and will include:
 - One-on-one meetings with STEP partners
 - Identify joint outreach efforts combining CicLAvia promotional outreach with STEP program recruitment and education efforts
 - Community wide meetings with community stakeholders
 - Secure and identify community partners
 - Tabling at other community events to communicate CicLAvia event and directly engage with residents
 - Use of Social Media platforms to gather community input and other engagement information
 - Develop and implement a strategy to hire local stakeholders to conduct community outreach.
 - Identify and secure a diverse set of community stakeholders and organizations that will be committed to engage and provide input on CicLAvia outreach efforts. Organizations including, but not limited to the following:
 - Community-based organizations;
 - Local churches and faith-based organizations;
 - Small Business organizations and Business Improvement Districts;
 - Local schools;
 - Volunteer and community service entities;
 - Arts and Culture organizations;
 - Senior services organizations;
 - Environmental Justice organizations;
 - Environmental and Climate organizations;
 - Public and community health organizations.

- Develop on-the-ground STEP programming activations to be showcased at a CicLAvia open street event: October 2021- December 2024

Identifying and implementing community based priorities to advance STEP objectives.

- Conduct exploratory community bike rides prior to a CicLAvia event to gain a better understanding of community priorities

- Implement programming and activations at CicLAvia events that increases the awareness and adoption of the Mobility Wallet
- Identify and implement community driven priorities to be programmed and activated at CicLAvia open streets events.
- Provide input and support to SlateZ facilitated Resident Advisory Committee (RAC): October 2021- December 2024
 - Attend regular meetings of RAC
 - Gather input from RAC on CicLAvia Open street event

Timeline

<u>Milestone</u>	<u>Start</u>	<u>Completion</u>
<u>Implement CicLAvia event 1 (4th quarter '21)</u>		
A. Develop STEP community engagement and programming plan for CicLAvia event 1	7/1/21	11/31/21
B. Begin engagement with RAC and begin development of CicLAvia Host Committee	9/1/21	12/31/21
C. Execute CicLAvia event 1 programming plan and community engagement.	9/1/21	12/31/21
<u>Implement CicLAvia event 2 (4th quarter '22)</u>		
D. Coordinate with LADOT to secure permits for CicLAvia event 2	9/1/21	1/1/22
E. Plan CicLAvia event 2 and recruit for participation and RAC	1/1/22	3/1/22
F. Develop STEP community engagement and programming plan for CicLAvia event 2	2/1/22	7/31/22
G. Conduct route assessment and stakeholder engagement related to STEP project partners to prioritize community projects and/or programs along the route for CicLAvia event 2	3/1/22	7/31/22
H. Execute and document CicLAvia event 2	6/1/22	12/31/22

Implement CicLAvia event 3 (3rd quarter '23)

I. Coordinate with LADOT to secure permits for CicLAvia event 3	2/1/22	6/1/22
J. Plan CicLAvia event 3 and recruit for participation and RAC	7/1/22	10/1/22
K. Develop STEP community engagement and programming plan for CicLAvia event 3	8/1/22	2/1/23
L. Conduct route assessment and stakeholder engagement related to STEP project partners to prioritize community projects and/or programs along the route for CicLAvia event 3	10/1/22	2/1/23
M. Execute and document CicLAvia event 3	2/1/23	12/31/23

Quick Build Active Streets

- In partnership with LADOT, CicLAvia will use its expertise to advance the deliverables of the Quick Build Active Streets project by developing conducting community outreach and education programming that includes:
 - safety education programming and pop-up safety demonstrations
 - community bicycle rides to identify connectivity improvements needed,
 - raising public awareness on infrastructure projects along specific street corridors, such as quick-build traffic calming, wayfinding, and active mobility infrastructure.

CicLAvia Responsibilities:

CicLAvia will work directly with LADOT, STEP project area partners and stakeholders to implement the following:

- Plan, conduct outreach, and produce 3 community bike rides in 3 locations in the STEP Project Area to solicit community input to guide community prioritization of quick build projects, including striping, signage, bollards, and other temporary elements to improve street safety.

May 2022-December 2024

Identifying and implementing 3 community bike rides in 3 locations in the STEP Project Area:

- o Plan and design 3 community bike rides
 - o Design community engagement and outreach plan for the 3 bike rides to advance the objective of the Quick Build Active Streets project.
 - o Produce and implement 3 community bike rides
 - o Use of CicLAvia's Social Media platforms for outreach and information gathering and other engagement information
- Provide CicLAvia expertise and assistance to the Quick Build Active Streets project working group; design labs; delivery and implementation of safety education programming events.

Providing input, outreach support and project delivery assistance to LADOT and STEP partners:

- o Participate and assist in the planning/convening of the working group for Quick Build Active Streets.
- o Provide outreach and technical support in the implementation of the design labs.
- o Plan and conduct up to 3 bike safety programming events for community stakeholders related to the Quick Build Active Streets project.
- o Assist in the implementation of two one-day pop-up events at up to 3 locations subject to community prioritization in collaboration with engagement partners.
- o Use of CicLAvia's Social Media platforms for outreach and information gathering and other engagement information

Timeline

Milestone	Start	Completion
● Implement 3 community bike rides		
A. Plan and design 3 community bike rides a. 2 community bike rides b. 1 community bike ride	10/1/22 6/1/24	12/31/22 6/30/24
B. Design community engagement and outreach plan for the 3 bike rides to advance the objective of the Quick Build Active Streets project.	10/1/22	12/31/22
C. Produce and implement 3 community bike rides	11/1/22	12/31/24

<ul style="list-style-type: none"> • Provide CicLAvia expertise and assistance to the Quick Build Active Streets project working group; design labs; delivery and implementation of safety education programming events. 		
D. Participate and assist in the planning/convening of the working group for Quick Build Active Streets.	10/1/22	12/31/24
E. Provide outreach and technical support in the implementation of the design labs.	1/1/23	6/1/23
F. Plan and conduct up to 3 bike safety programming events for community stakeholders related to the Quick Build Active Streets project.	10/1/22	12/31/24
G. Assist in the implementation two one-day pop-up events at up to 2 locations subject to community prioritization in collaboration with engagement partners.	10/1/22	12/31/24

Deliverables

Submit all required reports and deliverables as detailed in the Grant Agreement Attachment III Table. Examples of deliverables may include: events locations, copy of permits, methods of outreach, sign-in sheets, photos taken at events, number of participants and events handout and flyers. CicLAvia will also help facilitate development of the Youth Ambassador program through staff collaboration.

EXHIBIT B DISBURSEMENT SCHEDULE

Disbursement Date	Amount	Milestones
1. 11/30/21	\$25,000	<ul style="list-style-type: none"> A. Work with LADOT to secure route permits for CicLAvia event 1 B. Develop and execute STEP community partner programming priorities at CicLAvia event 1 to include partnerships with RAC
2. 2/28/22	\$50,000	<ul style="list-style-type: none"> C. Execute CicLAvia event 1 programming and beta test for mobility programs D. Coordinate with LADOT to secure route permits for CicLAvia event 2 E. Develop community and stakeholder engagement plan specific for STEP community partners for CicLAvia event 2 F. Conduct route assessment and stakeholder engagement related to STEP project partners to prioritize community projects and/or programs along the route for CicLAvia event 2
3. 12/31/22	\$15,000	G. Plan and design 2 community bike rides
4. 2/28/23	\$100,000	<ul style="list-style-type: none"> H. Execute community engagement plan for CicLAvia event 2 that includes the participation of community stakeholders and RAC I. Develop and execute programming plan for CicLAvia event 2 to prioritize STEP community partners priorities and programs <ul style="list-style-type: none"> a. Execute CicLAvia event 2 b. Develop lessons-learned and feedback document for CicLAvia event 2 c. Document CicLAvia event 2 with specific focus on STEP community partner engagements, programming and priorities.

5. 10/31/23	\$75,000	<ul style="list-style-type: none"> J. Execute community engagement plan for CicLAvia event 3 that includes the participation of community stakeholders and RAC K. Develop and execute programming plan for CicLAvia event 3 to prioritize STEP community partners priorities and programs <ul style="list-style-type: none"> a. Execute CicLAvia event 3 b. Develop lessons-learned and feedback document for CicLAvia event 3 L. Document CicLAvia event 3 with specific focus on STEP community partner engagements, programming and priorities.
7. 6/30/24	\$5,000	<ul style="list-style-type: none"> M. Plan and design 1 community bike rides
8. 12/31/24	\$30,000	<ul style="list-style-type: none"> N. Participate and assist in the planning/convening of the working group for Quick Build Active Streets. O. Provide outreach and technical support in the implementation of the design labs. P. Plan and conduct up to 3 bike safety programming events for community stakeholders related to the Quick Build Active Streets project. Q. Assist in the implementation two one-day pop-up events at up to 2 locations subject to community prioritization in collaboration with engagement partners.

CicLAvia will support this project component with an in-kind staff contribution of \$150k. Documentation of in-kind contributions is required for submittal to CARB.

Total grant fund for this project is \$300,000. Total match is \$350,000 in-kind staff contribution of \$150k CicLAvia in-kind match and \$200K City services match.

FIRST AMENDMENT
TO
AGREEMENT C-139646
BETWEEN
THE CITY OF LOS ANGELES
AND
LOS ANGELES CLEANTECH INCUBATOR
FOR
THE SUSTAINABLE TRANSPORTATION EQUITY PROJECT

**FIRST AMENDMENT TO AGREEMENT C-139646
BETWEEN
THE CITY OF LOS ANGELES
AND
LOS ANGELES CLEANTECH INCUBATOR
FOR
THE SUSTAINABLE TRANSPORTATION EQUITY PROJECT**

THIS FIRST AMENDMENT to Agreement C-139646 ("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 Los Angeles Cleantech Incubator (LACI), a California nonprofit public benefit corporation (i.e. a California Corporation)] (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 the implement 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 16, 2021, LADOT executed an agreement with the SUBRECIPIENT, Agreement C-139646; 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, the PARTIES desire to amend the scope of work, budget, and Project schedule for the e-bike library, workforce development program, and zero emissions delivery pilot as it aligns with STEP throughout the duration of the Project; and

WHEREAS, LADOT desires in this First Amendment to Agreement C-139646 to 1) revise the scope of work to include a zero emissions delivery pilot program; 2) increase the amount of reimbursement to SUBRECIPIENT for Project expenditures by one million four hundred and forty-two thousand nine hundred seventeen dollars and twenty eight cents (\$1,442,917.28) for a total amount not to exceed three million forty-two thousand nine hundred seventeen dollars and twenty eight cents (\$3,042,917.28); 3) increase SUBRECIPIENT match by six hundred thirty seven thousand five hundred

(\$637,500.00) for a total of eight hundred seventy-five thousand dollars (\$875,000.00) and 4) extend the term of the 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. **Section 1. DEFINITIONS**, Subsection 1.1 is hereby removed in its entirety and replaced with:

- 1.1** **“Approved Purpose”** for the purpose of administration and implementation of an E-Bike Library project; workforce development and job creation focused on e-bike Maintenance, Light EV Battery Maintenance, and EVSE Maintenance; and a Zero Emissions Delivery pilot program for the SUSTAINABLE TRANSPORTATION EQUITY PROGRAM (STEP).

2. **Section 1. DEFINITIONS**, Subsection 1.2 is hereby removed in its entirety and replaced with:

- 1.2** **“Contracted Services”** means any of the services SUBRECIPIENT will provide to the CITY pursuant to this City Contract. Contracted Services include, but are not limited to, implementing the E-Bike Library project. LACI will work to procure an e-bike library model that provides electric bicycle access for extended “check-outs” to South LA residents. The program will feature at least two hundred fifty (250) e-bikes, for a period of two (2) years, and will include e-bikes for commuting, cargo, and adaptive micro mobility.

LACI will support targeted workforce development and job creation focused on e-bike Maintenance, Light EV Battery Maintenance, and EVSE Maintenance. LACI workforce development completers will be matched with LACI startups and partners for paid internships and job opportunities. Potential job positions include: EV Technicians, EV Network Technicians, E-Cargo Bike Maintenance/Repair Technicians and Micro Mobility Shuttle/Vehicle Drivers.

LACI will conduct a Zero Emission Delivery (ZED) pilot program serving delivery technology startups, service providers, and local businesses interested in using delivery services. Technology selection will consider community interest and may include e-cargo bikes, microdelivery EVs, microdelivery hubs, or light-duty EV rental for gig drivers. Details provided as set forth in the Scope of Work (EXHIBIT A).

3. **Section 1. DEFINITIONS**, Subsection 1.3 is hereby removed in its entirety and replaced with:

- 1.3** **“Grant Agreement”** means the Project Grant Agreement No. STEP-IG-02,01 with CARB, as set forth in EXHIBIT C attached hereto (“Grant Agreement”).

4. **Section 3. TERM AND TERMINATION OF THE AGREEMENT**, Subsection 3.1 is hereby removed in its entirety and replaced with:

- 3.1** **Term.** The Term of this Agreement will commence on the date of attestation by the Los Angeles City Clerk and will expire on March 31, 2026.

5. **Section 4. REIMBURSEMENT AND METHOD OF PAYMENT**, Subsection 4.2 is hereby removed in its entirety and replaced with:

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 three million forty-two thousand nine hundred seventeen dollars and twenty eight cents (\$3,042,917.28), payment of which shall be made in accordance with the Disbursement Schedule (EXHIBIT B).

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

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

8. EXHIBIT C - Grant Agreement is hereby replaced in its entirety by the EXHIBIT C - Grant Agreement attached hereto this First Amendment.

9. 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

Los Angeles CleanTech Incubator (LACI)

By: _____
Connie Llanos
Acting General Manager
Department of Transportation

By*: _____
Mathew Petersen
President & Chief Executive Officer

Date: _____

Date: _____

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

By**: _____
Ben Stilp
Executive Vice President, Finance

By: _____
Michael Nagle
Deputy City Attorney

Date: _____

Date: _____

ATTEST:
HOLLY L. WOLCOTT, City Clerk

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

By: _____

Date: _____

City Agreement Number: _____
Council File Number: _____

* The signature of President, Chairman of the Board, or Vice President is required here; and

** an additional signature of Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer is also required for the Corporation.

EXHIBIT A

SCOPE OF WORK - E-BIKE LIBRARY AND WORKFORCE DEVELOPMENT

Project Objective

To provide City with 250 e-bikes, implement an E-Bike Library project, operate a Zero Emission Delivery (ZED) program, and launch workforce development programs to provide career pathways for local community residents to high quality jobs in clean transportation, through an agreement between the City of Los Angeles Department of Transportation (LADOT) and Los Angeles Cleantech Incubator (LACI).

Scope of Work

LACI will procure 250 e-bikes, implement an E-Bike library program, operate a Zero Emission Delivery (ZED) program, and provide workforce development and training.

SECTION 1 PROCUREMENT OF E-BIKES AND OPERATION OF PROGRAM

LACI will implement an E-Bike Library Program (the "Program") which provides electric bicycle access for extended "Check-outs" in the CARB STEP project area. The program will consist of four phases, including:

1.1 Pre-procurement Outreach and Market Research Phase.

LACI will conduct outreach and market research to determine e-bike deployment models and operations for the project. Stakeholder outreach activities shall include: virtual outreach, email communications, surveys, and interfacing with the outreach activities conducted by and with Slate-Z and Ciclavia.

1.2 Program Structure and Pricing Model

LACI shall develop a program structure and pricing model for the E-Bike Library Program that includes the following:

- Initial deployment structure (i.e. determine type of access points, model for distribution of bikes, constraints - if any - on uses, period of rental). This deployment structure shall be submitted to LADOT in a draft memo and should include investigation of potential revenue sources that extend

beyond user fees. This memo should be submitted post outreach and feedback from Community Based Organizations and service providers.

- Free rentals for qualifying low-income users as defined by Metro’s LIFE Program:

Household Size	Annual Income
1	\$41,400 or less
2	\$47,300 or less
3	\$53,200 or less
4	\$59,100 or less
5	\$63,850 or less
6	\$68,600 or less

- Below market rate structure compared to baseline of private sector models for e-bike rental.
- A market rate option based on private sector rates for e-bike rentals and dockless mobility services.
- Market rate rentals shall not exceed 35 percent of the available fleet
 - LADOT and LACI agree to revisit this once the program has been operating for 6 months.

1.3 Procurement of E-bikes Phase.

LACI shall procure a fleet of 250 electric micro-mobility devices (the “Fleet”) that meet the following specifications and requirements:

The Fleet shall include:

- At least 25 e-cargo bikes
- At least 200 e-bikes
- At least 10 adaptive micro-mobility devices
- All vehicles shall be electric

The vendor selection process will include an open call for applications, due diligence performed by a technical review committee, and final selection informed by the community engagement feedback.

1.4 Operation of the E-bike Library Program Phase

LACI shall implement the E-Bike Library Program for a period of not less than twenty-four (24) months. During the Operation Phase, LACI shall:

- Extended “check-outs” shall be made available based on surveying/market scan and can be for time periods such as one day to one week to one month.
- Bicycle Education Safety Training shall be considered and where possible leveraged from local programs such as Metro’s Bicycle Education Safety Training (BEST) Program.
- South LA stakeholders shall be prioritized in the lending/renting model
 - Stakeholder shall mean individuals who live, work, or own property or a business in the STEP Grant Project Area.
 - Also included are “community interest stakeholders,” who have some type of ongoing, substantial involvement within the STEP Grant boundary, such as students of a local school, or the congregation of a local church.
- Ensure proper service operations, maintenance and servicing of the e-bikes.

1.5 E-Bike Library Program Outreach Phase

- LACI shall conduct pre-procurement and post-procurement outreach to ensure that the program represents community feedback and reflects market realities, both from the consumer perspective, but also from the vehicle technology.

- Stakeholder outreach activities shall include: virtual outreach, email communications, surveys, and interfacing with the outreach activities conducted by and with Slate-Z and Ciclavia.
- Outreach targets include contacting and communicating with between 7-10 South Los Angeles Community Based Organizations, and 125-200 resident stakeholders.
- Outreach shall target at least 2 organizations representing or familiar with the needs of mobility impaired populations.
- Outreach can be done via surveys, email communication, in-person events, such as Ciclavia.
- Outreach should where possible take advantage of existing efforts provided, such as the Youth Ambassador Program funded by Los Angeles Trade Tech, but not limited to CARB STEP South LA activities.
- LACI shall conduct pre-enrollment outreach and target to have 125 participants pre-enrolled in the e-bike library.

1.6 Additional Considerations

In the event that e-bike procurement has the potential to be less capital-intensive than originally anticipated, LADOT reserves the right to restructure the payment schedule to better reflect terms of payment for program delivery.

SECTION 2. STATUS UPDATES & REPORTING REQUIREMENTS. During the operation of the Program LACI shall:

2.1 Status Update Meetings.

2.1.1 LADOT Meetings. LACI shall attend all periodic project status meetings with LADOT staff. Meetings will be scheduled by LADOT.

2.1.2 CARB Meetings. LACI shall attend all CARB's project status meetings.

2.2 Quarterly Data Reports. During the Term of this Subrecipient Agreement, LACI shall respond to LADOT GIS team requests for quarterly data reports within 7 days. Quarterly data reports shall include:.

- recruitment for e-bike vendors,
- vendor selection,
- executed agreement with vendor(s),

- Details on acquisition of e-bikes,
- CARB's requested data collection,
- California Climate Investment Employment Outcome Reporting,
- Number of subscribers, and
- Average no. of e-bikes out of service,,
- cohort certifications or degree for the workforce training.

SECTION 3 WORKFORCE DEVELOPMENT

LACI shall support the larger CARB STEP e-bike and EV charging infrastructure projects with targeted workforce development and job creation focused on e-bike Maintenance, EVSE Maintenance, and Light EV Battery Maintenance. LACI's targeted workforce development approach includes recruiting from participants from underrepresented communities with employing the following recruitment criteria:

- 18 years of age and older,
- High School Diploma or equivalent,
- Low-to-Moderate Income (LMI),
- Unemployed or Underemployed, and
- Los Angeles County Resident.

LACI's targeted workforce development program will provide participants with technical training, interpersonal skills, and industry-recognized certifications to help underrepresented groups succeed in the green economy. Participants will be matched with LACI startups and partners for paid internships for hands-on learning and job opportunities to support job creation. Potential job positions include: EV Technicians, EV Network Technicians, E-Cargo Bike Maintenance/Repair Technicians, Light EV Battery Technicians, Micro Mobility Shuttle/Vehicle Drivers.

3.1) E-Bike Maintenance

LACI to recruit 30 workforce participants, provide training and match graduates with internship opportunities. The four-week accelerated program covers eMobility (eBike and eScooter) fundamentals and repair; battery pack design and function; and motor operation skills. Graduates will be prepared to serve as eBike and eScooter technicians. Additionally, participants will receive career coaching and an industry recognized credential from the Light Electric Vehicle Association (or similar) to prepare them for the workforce.

Upon completion of the four week training, participants will be paired at LACI start-ups to receive hands-on training in eMobility modes of transportation.

3.2) Light EV Battery Maintenance

LACI to recruit 15 workforce participants, provide training and job support services. The two-day training covers an overview of battery types, introduction to light EV batteries, and safe battery handling, with hands-on experience around battery management systems (BMS). Graduates will be prepared to serve as Light EV Battery Technicians. Additionally, participants will receive case management services to prepare them for the workforce.

3.3) EV Network Maintenance (EV Charging Stations)

LACI to recruit 30 workforce participants, partner with LACI Startup ChargerHelp!, provide 3 week training and match graduates with internship opportunities. The three-week accelerated program covers EV Charging station basics; service call basics; and network troubleshooting. Graduates will be prepared to serve as Field Service Technicians. Additionally, participants will receive career coaching and an NFPA-70 (Electrical Safety) industry recognized credential to prepare them for the workforce.

Upon completion of the three week training, participants will be paired at LACI start-ups to receive hands-on training in Electric Vehicle Charging Station maintenance and troubleshooting.

4. SECTION 4 ZERO EMISSION DELIVERY TECHNOLOGY SELECTION AND OPERATION OF PROGRAM

4.1. Pre-procurement Outreach and Market Research Phase

LACI shall conduct preliminary outreach to identify community partners for the Zero Emission Delivery (ZED) program. Outreach will collect business community feedback on delivery needs and potential ZED solutions, needs and operations of the local gig economy workforce, and corporate partner engagement to identify potential ZE deliveries and customers. The goal will be to identify 5 - 10 local businesses from the commercial corridors within the STEP Grant boundary that will participate in the Zero Emission Delivery program pilot. Local businesses' delivery staff participation is estimated to be between 10 - 20.

- ZED pre-procurement outreach will take advantage of the existing e-Bike Library efforts including surveys, email communications, and

interfacing with the outreach activities conducted by the other STEP partners.

- LACI will identify three to five of the most appropriate community based organizations through an application process to engage local businesses using delivery solutions.
- LACI will connect with TNC (Ubereats, etc) and delivery companies (such as DoorDash, etc) to reach gig drivers for feedback.

4.2. ZED Technology Procurement Phase

LACI shall select ZED vendors that will provide the ZED solutions including mobility devices of different form factors and operations. The selection process will include two calls for applications: one will seek local businesses (e.g. clients of delivery companies, restaurants, etc) interested in participating in the ZED pilot and the other will seek delivery technology and service providers. The selection will be performed by a technical review committee with input from community engagement and program partners.

LACI will offer business incubation programs to local businesses interested in utilizing delivery services and startups seeking pilot deployment: 1) Founders Business Accelerator for workforce and small businesses support and 2) Market Access for delivery service providers to scale and pursue investor funding. These LACI incubation services de-risk startup projects with weekly project management support, monthly founder coaching sessions, tested curriculum and a six figure debt fund.

LACI will continue to expand understanding of the community's needs and also work hand-in-hand with local CBOs and the Collaborative Stakeholder Structure subcommittee for technology selection to integrate community feedback to provide opportunities for microentrepreneurship investment (e.g. delivery co-op, delivery hub, etc) and technology deployment. ZED budget will allocate roughly \$365,000 to the technology and O&M budget, which will be spread across the technology options below in a manner that responds to the needs assessment.

ZED technology options that will be considered based on community interest and need include:

- Fleet of 10 e-Courier Bikes;
- Fleet of 5 e-Cargo Bikes, 5 e-bikes with trailer, or 3 - 5 micro-delivery EVs;

- Zero Emission Microdelivery hub with multi modal options (selection informed by needs assessment) such as: two port L2 Electric Vehicle (EV) charger, e-bike storage and charging infrastructure, 1 - 2 EV truck rentals, and 1 delivery locker bank;
- Direct Current Fast Charger (DCFC) for e-TNC (ride hailing such as Uber / Lyft) delivery drivers with EVs. DCFC deployment will depend upon utility rebate availability and cost share; and
- Light-duty EV rental options for gig drivers.

4.3. Program Structure and Pricing Model

LACI will develop a program and pricing model for the Zero Emission Delivery Program that will be community informed. Expected end users of the project are divided into two categories: local businesses within the boundary that will adopt the delivery solutions and integrate them into their delivery business, and delivery workers who will utilize the delivery solutions deployed to fulfill last mile delivery orders. Delivery workers will either work directly for local businesses or contract through delivery service companies, such as Uber Eats or DoorDash. Based on community feedback, business models deployed by local entrepreneurs will encourage low cost rentals and allow wealth building for project end-users.

Based on LACI's experience in launching the Santa Monica Zero Emission Delivery Zone and executing the Downtown LA C40 Zero Emissions Delivery Study, the following program elements will be considered alongside community feedback:

- Long term demonstrations with ZED fleets (focus on micromobility such as e-cargo and e-courier bikes) - local businesses will be provided with ZED vehicle options for a period ranging from one to six months, depending on the needs of the partner business. The ZE technology will be provided to the local business at no cost, financed by the grant funding. LACI and the mobility provider will work with the business to integrate the ZE fleet into their delivery operations and determine an appropriate low cost mobility business model that is focused on sustainability.
- Zero Emission Microdelivery hub - multi-modal rentals (such as: Electric Vehicle (EV) charger, e-bike storage and charging infrastructure, EV truck rentals, and delivery lockers) available to resident delivery workers and local businesses in need of delivery services.

- DCFC - Fast EV charging availability will be prioritized for EV delivery drivers and will be supported by both the EV rebate program education for community members as a purchasing pathway and the EV rental service.
- EV rental - EV rentals for gig drivers will allow community members to participate in the green economy without the upfront capital cost of EV ownership.

4.4. ZED Program Operations Phase

LACI shall implement the ZED Program for a period of not less than twenty - four (24) months. During the Operation Phase, LACI shall:

- Oversee the launch of ZED technology and services at local businesses
 - Work with respondents to the business and ZED provider RFI to create matches and partnerships for demonstrations based on needs and available technologies.
 - Design the demonstration - operating model, length of demonstration, reporting - in collaboration with the partners.
 - Collect quantitative and qualitative data from the partners on trips, costs, performance, and perceptions.
 - Support, where applicable, with infrastructure through DCFC, delivery hubs, etc. to support the demonstration.
- Prioritize South LA stakeholders in the Program model
 - Stakeholder shall mean individuals who live, work, or own property or a business in the STEP Grant Project Area.
 - Also included are "community interest stakeholders", who have some type of ongoing, substantial involvement within the STEP Grant boundary, such as a local farmers market, or a faith-based food service for senior citizens.

4.5. Program Outreach Phase

- During the Operations Phase, LACI will leverage CicLAvia outreach to educate residents and local businesses on the benefits of EVs and e-bikes as well as education on consumer electrification rebate programs.

- LACI and selected mobility providers will showcase Zero Emission Delivery Solutions at social distance-friendly CicLA mini or CicLAvia events. Event programming will showcase e-bikes and the Zero Emission Delivery Solutions program.
- If needed by the community, LACI will also host educational workshops to train business owners and delivery workers around e-bike and EV functionality and light maintenance.

4.6. Future Considerations

The ZED Program can build a foundation for additional ZED components such as dedicated curbs, curb management technologies, and / or a defined ZED zone with a geographic boundary. Implementation of further ZED components could generate revenue for the City and the community and could encourage broader adoption of ZE delivery.

Timeline

2. E-BIKE LENDING LIBRARY

Milestone	Start	Completion
A. Conduct stakeholder outreach activities including, but not limited to virtual outreach, email communications, surveys, and interfacing with the outreach activities conducted by and with Slate-Z and Ciclavia. Target outreach should be 125-200 individuals from the project area and a minimum of 10 organizations working in the project area. B. Collect feedback on e-bike deployment models and operations/fee structure for the project. Publish e-bike vendor application.	1/4/22	3/31/22
C. Due diligence on e-bike vendor applications. Vendor selection to be informed by community engagement and technical review committee.	4/1/22	6/30/22
D. Contract e-bike vendor. Determine e-bike deployment models and operations/fee structure for the project. Secure up to 250 e-bikes.	7/1/22	9/30/22
E. Conduct pre-enrollment and launch e-bike library. Aim to have 125 subscribers pre-enrolled.	10/1/22	12/31/22
F. Operate and oversee e-bike library. G. End of program planning to begin in the second year of operations.	1/1/23	12/31/25

3. WORKFORCE DEVELOPMENT

Milestone	Start	Completion
A. Cohort 1 - E-Bike Maintenance Training: Recruit 30 workforce participants, secure training contractor(s), complete Technical Bootcamp (4 week training), and match graduates with internship opportunities.	11/1/21	2/28/22
B. Cohort 2 - Light EV Battery Maintenance Training: Recruit 15 workforce participants, secure training contractor(s), complete Technical Bootcamp (2 day training), and provide graduates with Job Placement services.	10/1/22	12/31/22
C. Cohort 3 - EV Network Technician Training (EV charging stations): Recruit 30 all-women workforce participants, partner with LACI Startup ChargerHelp! to facilitate Technical Bootcamp (3 week training), and match graduates with internship opportunities.	9/1/22	12/31/22

5. ZERO EMISSION DELIVERY PROGRAM

Milestone	Start	Completion
A. Community Engagement to inform ZED vendor and business applications, publish applications, collect submissions, and gather community feedback.	1/3/23	3/31/23

B. ZED vendor(s) and business(es) selection and ZED Program Model design and operations / fee structure.	3/31/23	6/30/23
C. Finalize vendor contracts. D. ZED planning and construction phase, secure technology and any related real estate. Install infrastructure (if necessary). Launch ZED Program.	6/30/23	12/31/23
E. Operate and oversee ZED program. F. End of program planning to begin in the second year of operations.	12/31/23	12/31/25

EXHIBIT B DISBURSEMENT SCHEDULE

2. E-BIKE LENDING LIBRARY

Disbursement Date	Amount	Milestones	Deliverables (Exhibit C) <i>Pilots: e-Bikes lending library</i>
<ul style="list-style-type: none"> Feb 28, 2022 	\$26,910.00	A, B	<ul style="list-style-type: none"> Community Engagement summary Vendor Application draft
<ul style="list-style-type: none"> May 31, 2022 	\$26,910.00	C	<ul style="list-style-type: none"> Application summary (outreach, # of applications, # of interviews, TRC - technical review committee, etc)
<ul style="list-style-type: none"> August 31, 2022 	\$475,910.00	D	<ul style="list-style-type: none"> Technology vendor contract for up to 250 e-bikes including adaptive microbility and O&M
<ul style="list-style-type: none"> December 31, 2022 	\$475,910.00	E	<ul style="list-style-type: none"> Initial delivery of e-bikes / e-bike services verification (images). Pre-enrollment list
<ul style="list-style-type: none"> January 1, 2023 - December 31, 2024 <p>Eight equal quarterly payments invoiced at the beginning of each quarter.</p>	\$119,709.00 (Total \$957,674.00)	F	<ul style="list-style-type: none"> Quarterly O&M report Bi-annual community feedback summary Bi-annual Program adjustment summary (as applicable)

3. WORKFORCE DEVELOPMENT

Disbursement Date	Amount	Milestones	Work involved (Exhibit C) Workforce Development
<ul style="list-style-type: none"> Feb 28, 2022 	\$201,451.04	A (E-Bike Training)	<ul style="list-style-type: none"> Cohort 1: Workforce Development (E-Bike Maintenance Training): Recruit workforce participants, secure training contractor(s), complete Technical Bootcamp, and match graduates with internship opportunities
<ul style="list-style-type: none"> Oct 31, 2022 		B (Light EV Battery Maintenance Training)	<ul style="list-style-type: none"> Cohort 2: Workforce Development (Light EV Battery Maintenance Training): Recruit workforce participants, secure training contractor(s), complete Technical Bootcamp, and provide graduates with Job Placement services.
<ul style="list-style-type: none"> Dec 31, 2022 	\$219,526.52	C (EV Network Technician Training)	<ul style="list-style-type: none"> Cohort 3: Workforce Development (EV Network Technician Training): Recruit workforce participants, secure training contractor(s), complete Technical Bootcamp, and match graduates with internship opportunities

* Selection may be adjusted to reflect community feedback.

5. ZERO EMISSION DELIVERY PROGRAM

Disbursement Date	Amount	Milestones	Deliverables (Exhibit C) Pilots: ZED
<ul style="list-style-type: none"> February 28, 2023 	\$21,817.00	A	<ul style="list-style-type: none"> Draft - Business and Delivery Community Engagement Summary with Commercial Corridor sectoral analysis Vendor and Business Applications Drafts
<ul style="list-style-type: none"> June 30, 2023 	\$21,817.00	B	<ul style="list-style-type: none"> Application summaries (outreach, # of applications, # of interviews, TRC - technical review committee, etc) Selected ZED vendor and business list
<ul style="list-style-type: none"> September 30, 2023 	\$124,817.00	C	<ul style="list-style-type: none"> ZED vendor and business contracts Infrastructure construction (if necessary) progress report
<ul style="list-style-type: none"> December 31, 2023 	\$124,817.00	D	<ul style="list-style-type: none"> Technology and service verification (images) - all assets and services ready for launch.
<ul style="list-style-type: none"> January 1, 2024 - December 31, 2025 <p>Eight equal quarterly payments invoiced at the beginning of each quarter.</p>	<p>\$45,670.00 (Total \$365,357.72)</p>		<ul style="list-style-type: none"> Quarterly O&M report Bi-annual partner feedback summary Bi-annual program adjustment summary (as applicable)

Total CARB grant fund for this Task: \$3,042,917.28 (Pilots now @ \$2,621,939.72; Workforce Development now @ \$420,977.56, an increase of \$50,000)
Match includes: \$875,000 from California Workforce Development Board (CWDB).

II. QUICK BUILD OUTREACH AND ENGAGEMENT

BUDGET			
Charrette #1 10/1/22-2/28/23	Focus	Cost	Payment Schedule
SLATE-Z Backbone	Host meeting, convene stakeholders, develop contact list (in collaboration with RAC members), collaborate with LADOT on format, promote through email, social media, phone.	\$10,000.00	3/1/2023
SLATE-Z Admin	Outreach materials, meeting venue, participant incentives, interpretation services	\$4,000.00	
Grant Officer Fee		\$2,000.00	
Charrette #2 10/1/22- 2/28/23			
SLATE-Z Backbone	Host meeting, convene stakeholders, develop contact list (in collaboration with RAC members), collaborate with LADOT on format, promote through email, social media, phone.	\$10,000.00	3/1/2023
SLATE-Z Admin	Outreach materials, meeting venue, participant incentives, interpretation services, etc.	\$4,000.00	
Grant Officer Fee		\$2,000.00	
Design Review 1/1/23- 6/30/23			
SLATE-Z Backbone	Host meeting, convene stakeholders, develop contact list (in collaboration with RAC members), collaborate with LADOT on format, promote through email, social media, phone.	\$12,000.00	6/30/23
SLATE-Z Admin	Outreach materials, meeting venue, participant incentives, interpretation services.	\$4,000.00	
Grant Officer Fee		\$2,000.00	
TOTAL		\$50,000.00	

Total cost estimate for this project is \$50,000.