

**FULFILLMENT AGREEMENT FOR UNPROGRAMMED SURFACE
TRANSPORTATION PROGRAM-LOCAL (STP-L)**

This Fulfillment Agreement of Proposition C Funds ("AGREEMENT"), is made and entered into as of August 1, 2025, by and between the City of Pomona ("CITY") and the Los Angeles County Metropolitan Transportation Authority ("LACMTA").

RECITALS:

Metro had historically apportioned, on an annual basis, \$31 million of Federal Surface Transportation Block Grant (STBG) funds to agencies in Los Angeles County based on population through the STP-L funding program.

WHEREAS, in 2021 and 2022, the federal government issued a Corrective Action to Caltrans and the Southern California Association of Governments (SCAG), respectively, finding that the practice of allocating STP-L by population was out of compliance with STBG requirements; and

WHEREAS, on July 1, 2023, the Corrective Action took effect on the Federal Transportation Improvement Program (FTIP) and prevented agencies from programming and accessing their unprogrammed STP-L balance through the FTIP; and

WHEREAS, the Metro Board of Directors at its April 24, 2025, meeting approved using Proposition C funds to fulfill \$458,569 of unprogrammed STP-L balance for the City of Pomona; and

WHEREAS, eligible project activities must occur on or after the Metro Board of Directors April 24, 2025, approval date; and

NOW THEREFORE, in consideration of the mutual benefits to be derived by CITY and LACMTA, and of the promises contained herein, it is hereby agreed as follows:

AGREEMENT:

1. LACMTA hereby provides a fulfillment of \$458,569 of Proposition C funds (the "Funds") to the City of Pomona for use on eligible project(s), to be determined by LACMTA. This assignment shall be automatically effective upon full execution of this AGREEMENT without the necessity of the execution, delivery or recording of any further instrument whatsoever. Notwithstanding the foregoing, at LACMTA's request, CITY shall execute and deliver such documents and instruments as may be required to evidence such assignment of the Funds.

2. CITY must complete and submit an Automated Clearing House (ACH) form (Attachment A) through LACMTA's website to allow LACMTA to make disbursements electronically. Disbursements via ACH will be made at no cost to CITY. If electronic disbursements are not the preferred method of disbursement, CITY may request an

exception in writing.

3. CITY shall expend the Funds on eligible project(s), consistent with the Statement of Work, Schedule and Budget provided in Attachment B.

4. For the purposes of this AGREEMENT, the term "Eligible Project" shall mean the transportation activities described in the Proposition C Guidelines.

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

6. CITY shall submit Quarterly Progress and Expenditure Reports (Attachment C) to LACMTA that cover all activities related to the project, including deliverables, milestones, and costs incurred. The reports are due to LACMTA one month after the close of each quarter on October 31, January 31, April 30, and July 31. In cases where there are no activities to report, or problems causing delays, clear explanation, including actions to remedy the situation, must be provided.

7. LACMTA, and/or its designee, shall have the right to conduct audits of CITY's use of the LACMTA Funds, as deemed appropriate, such as financial and compliance audits; interim audits; pre-award audits, performance audits, and final audits. CITY agrees to establish and maintain proper accounting procedures and cash management records and documents in accordance with Generally Accepted Accounting Principles (GAAP). CITY's records shall include, without limitation, any supporting evidence deemed necessary by LACMTA to substantiate CITY's use of LACMTA Funds. These records must be retained by CITY for five years following CITY's last use of the LACMTA Funds. CITY shall reimburse LACMTA for any expenditure not in compliance with the Scope of Work and/or not in compliance with other terms and conditions of this AGREEMENT. The eligibility of costs for CITY's own expenditures submitted to LACMTA for the Eligible Project shall be in compliance with Office of Management and Budget (OMB) Circular A-87 (relocated to Title 2 in the Code of Federal Regulations, Subtitle A, Chapter II, part 225). The eligibility of costs for CITY's contractors, consultants, and suppliers' expenditures submitted to LACMTA through CITY's Quarterly Progress and Expenditure Reports shall be in compliance with OMB Circular A-87 (as relocated) or Federal Acquisition Regulation (FAR) Subpart 31 (whichever is applicable). Findings of the LACMTA audit are final. When LACMTA audit findings require CITY to return monies to LACMTA, CITY agrees to return the monies within thirty (30) days after the final audit is sent to CITY.

8. The terms of this AGREEMENT shall commence on the date that this AGREEMENT

is fully executed and shall terminate once CITY has expended all the LACMTA Funds and all LACMTA audit and reporting requirements have been satisfied.

9. CITY shall fully indemnify, defend and hold LACMTA and its officers, agents, and employees harmless from and against any liability and expenses, including, without limitation, defend costs, any costs or liability on account of bodily injury, death or personal injury of any person, or for damages of any nature whatsoever arising out of (i) a breach of CITY's obligations under this AGREEMENT; or (ii) any act or omission of CITY or its officers, agents, employees, contractors, or subcontractors in the use of the LACMTA Funds.

10. LACMTA shall fully indemnify, defend and hold CITY and its officers, agents, and employees harmless from and against any liability and expenses, including, without limitation, defend costs, any costs or liability on account of bodily injury, death or personal injury of any person, or for damages to or loss of risk of property, any environmental obligations, any legal fees and any claims for damages of any nature whatsoever arising out of (i) a breach of LACMTA's obligations under this AGREEMENT; or (ii) any act or omission of LACMTA or its officers, agents, employees, contractors, or subcontractors in the use of CITY's Funds.

11. This AGREEMENT may be amended or modified only by mutual written consent of LACMTA and CITY.

12. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY OF POMONA

Matt Pilarz
Principal City Engineer
505 S. Garey Avenue
Pomona, CA 91766
Email: matt.pilarz@pomonaca.gov

LACMTA

Mercedes Meneses
Principal Transportation Planner
Countywide Planning and Development
One Gateway Plaza (Mail Stop: 99-23-3)
Los Angeles, California 90012-2952
Email: menesesm@metro.net

13. This AGREEMENT shall be interpreted and governed by the laws of the State of California.

14. This AGREEMENT constitutes the entire understanding between the parties with respect to the subject matter herein.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers as of the date stated below.

**LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION
AUTHORITY**

CITY OF POMONA

By: _____
Stephanie Wiggins
Chief Executive Officer

By: _____
Anita D. Scott
City Manager

APPROVED AS TO FORM:

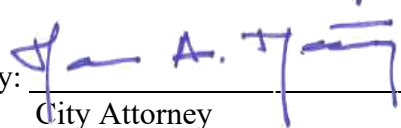
DAWYN R. HARRISON
County Counsel

By:  _____
Deputy

Digitally signed by: 4dd8a4b6-a104-429a-9907-9b6d6de7c696
DN: CN = 4dd8a4b6-a104-429a-9907-9b6d6de7c696
Date: 2025.10.01 16:12:15 -08'00'

APPROVED AS TO FORM:

Sonia Carvalho
City Attorney

By:  _____
City Attorney

AUTOMATED CLEARING HOUSE (ACH) PAYMENT AUTHORIZATION

SECTION I: <i>Supplier Information</i>		
Supplier Number:		
Company Name:		
Payment Address:		
City:	State: CA	Zip Code:
Contact Name:	Contact Phone Number:	
Email Address:		
SECTION II: <i>Banking Information</i>		
Tax ID:		
Bank Name (Required):		
Account Name:		
Account Type (Required): ☐ Checking ☐ Savings		
Account Number (Required):		
Routing Number (Required):		
Print Name of Authorized Person:		
Print Title :		
Phone Number:		
Signature of Authorized Person:		
Date:		
SECTION IV: <i>Approval - Metro Use Only</i>		
Approved by:		Date:
Entered by:		Date:

AUTOMATED CLEARING HOUSE (ACH) PAYMENT AUTHORIZATION

Field	Description
Supplier Number	If you know the supplier number, please enter. If not, not required.
Company Name	Enter name of company doing business with L.A. Metro.
Payment Address	Enter address where payment may be mailed in accordance with Metro records.
Contact Name	Enter name of person from your company that Metro may contact for more information if required.
Contact Phone Number	Enter number where contact person may be reached.
Email Address	Enter the email address where payment detail information can be sent (i.e., information to include payment amount, payment date, description of invoices paid, etc.)
Tax ID Number	Enter company's tax identification number.
Bank Name	Enter the bank name where payments are to be sent (i.e. Bank of America, Washington Mutual, etc.)
Routing Number	Enter the first 9 numbers of the account to which you would like funds sent. This information is located on your check for the account. Do not use information from a deposit slip.
Account Name	Enter the official name of the account.
Account Number	Enter the account number to which funds are to be sent.
Account Type	Check the appropriate account type
Authorized Person & Title	Enter name and title of person of your company authorized to approve ACH transactions.
Signature	Must be a wet signature
Phone Number	Enter phone number where authorized person may be contacted.

AUTOMATED CLEARING HOUSE (ACH) PAYMENT AUTHORIZATION

Please mail your completed form along with a copy of a
voided check to:

Metro Accounts Payable
P.O. Box 512296
Los Angeles, CA 90051

Questions? Please feel free to contact the AP hotline at:

213-922-6811 option 3

Attachment B

STATEMENT OF WORK

Project Title: Street Rehabilitation – Districts 2 and 3

Project Description:

This project provides rehabilitation of Lexington Ave from White Avenue to Towne Avenue. Project consists of pavement rehabilitation as well as installation of missing or replacement of curb & gutter, sidewalk, driveway, and all related work within the project limits.

Project Schedule:

Advertise	March 2026
Award Contract	May 2026
Start Construction	July 2026
Complete Construction	January 2027

Project Funding:

Metro Prop C (Fulfilment Funds)	\$ 458,569
City Funds	\$ 226,000
Total Project Cost:	\$ 684,569

Project Map:

See Attachment



LEGEND

- Base Bid
- - - Additive Alternate

CITY OF POMONA
STREET REHABILITATION - DISTRICTS 2 AND 3, 428-67935
FEDERAL PROJECT NO. STPL-5070(044)
PROJECT LOCATION MAP

Attachment C

QUARTERLY PROGRESS REPORT

Project Title: _____

Report Date: _____

Submitted by: _____

Submitted for Fiscal Year: _____

Quarter: Jul-Sep ☐ Oct-Dec ☐ Jan-Mar ☐ Apr-Jun ☐

Project Budget: _____

Fulfillment Amount: _____

1. Project-to-Date Expenditure

% of Project Budget Expended to Date: _____

% of Project Completion: _____

2. Milestones

Description	Start Date	End Date
Environmental Clearance		
Design Bid & Award		
Design		
Right-of-Way		
Construction Bid & Award		
Construction		

3. List tasks or milestones accomplished and progress made this quarter.

4. If project is delayed, describe reasons for delay.