

MEMORANDUM OF AGREEMENT

EAST SAN GABRIEL VALLEY SUSTAINABLE MULTIMODAL IMPROVEMENTS PROJECT

This Memorandum of Agreement (“MOA”) is by and between the City of Covina, hereinafter referred to as “CITY” and the San Gabriel Valley Council of Governments (“SGVCOG”) to be effective as of the date signed by both Parties. City and SGVCOG are sometimes referred to hereinafter individually as a “Party” and collectively as the “Parties”.

RECITALS:

A. Whereas, the SGVCOG was established to have a unified voice to maximize resources and advocate for regional and member interests to improve the quality of life in the San Gabriel Valley within the jurisdiction of its member cities and its unincorporated areas; and

B. Whereas, to increase the opportunities for those cities which are members of the SGVCOG to obtain funding for specified Active Transportation Program, First/Last Mile, and Bus System Improvement Program projects, the SGVCOG encouraged its member cities to include such projects planned for their jurisdictions as part of the SGVCOG’s Measure M Multi-Year Subregional Program (“MSP”) application to the Los Angeles County Metropolitan Transportation Authority (“LACMTA”) for funding for the subregional East San Gabriel Valley Sustainable Multimodal Improvement Project (“SMIP”) as is further described in Exhibit “A” of this MOA; and

C. Whereas, seven of the SGVCOG’s member cities, including the CITY, requested the SGVCOG to include their projects as part of the SGVCOG’s MSP application to the LACMTA and it is anticipated all seven cities will be entering into a MOA with the SGVCOG for their individual SMIP Phase 1 Project(s) (PROJECT); and

D. Whereas, the CITY and the SGVCOG have a shared desire to complete all of CITY’s SMIP projects and phases and enter into this MOA to provide for the completion of Project Approval and Environmental Documentation (PA&ED), Plans, Specifications, and Estimates (PS&E), and construction of bus shelters (“Phase 1 Work”) for the CITY’S PROJECT as described in the attached Exhibit “B” with the ultimate goal of constructing the remainder of the PROJECT; and

E. Whereas, the LACMTA allocated \$14,997,974.00 in MSP funds to the SGVCOG for the SMIP, and specifically \$970,000 in MSP Active Transportation Program (ATP) subfunds and \$150,000 in MSP Bus System Improvement Program (BSIP) subfunds for the CITY’s PROJECT’s Phase 1 Work as shown in the attached Exhibit “C”; and

F. Whereas, the SGVCOG’s funding commitment for the SMIP Phase 1 Work shall not exceed One Million One Hundred Twenty Thousand Dollars (\$1,120,000) (“MSP ATP and BSIP Allocation”); and

G. Whereas, the Parties agree to cooperate to support subsequent phases of the PROJECT, including seeking grant funding for such phases and if such funding is provided, negotiate such agreements as between the Parties that will advance such PROJECT phases; and

H. Whereas, if construction work for the PROJECT is either currently included in the CITY's Phase 1 Work and/or funding for construction of the Project is ultimately secured for a latter phase of the PROJECT, the Parties intend that SGVCOG will be designated as the Project Manager and a separate cooperative agreement will be entered into between the Parties for PROJECT construction which will supersede this MOA with respect to the Parties relative obligations for construction of the PROJECT; and

I. Whereas, by way of this MOA the Parties desire to set forth their understanding of each other's obligations under such a cooperative agreement so as to form a basis for negotiating the cooperative agreement.

NOW, THEREFORE, the Parties agree as follows:

I. TERM:

The term of this MOA shall commence upon execution of the MOA by both Parties and shall continue until either the Phase 1 Work is completed or this Agreement is superseded by a cooperative agreement executed between the Parties has been entered into, unless earlier terminated as provided herein.

II. COMPENSATION TO SGVCOG FOR ADMINISTRATION:

To compensate the SGVCOG for its costs in performing its responsibilities under this MOA, the SGVCOG will retain a total of ten (10) percent (\$112,000.00) of the total MSP ATP and BSIP Allocation, specifically \$97,000 in MSP ATP subfunds and \$15,000 in MSP BSIP subfunds (the "Retention Amount"). The Parties recognize that if the SGVCOG is ultimately responsible for acting as the Project Manager for additional work that is not included in Exhibit "B", that additional funding for SGVCOG's services will be required. This MOA does not obligate the SGVCOG or the City to perform those responsibilities set forth in this MOA as they relate to latter project phases, which obligation shall be subject to a new separate agreement entered into between the Parties.

III. RESPONSIBILITIES OF EACH OF THE PARTIES:

A. SGVCOG Responsibilities.

1. Serve as the Lead Agency and Project Manager to administer and manage the CITY's Phase 1 Work which includes completing Project Approval and Environmental Documentation (PA&ED), Plans, Specifications, and Estimates (PS&E), and construction and installation of new enhanced bus shelters.
2. Contribute the MSP ATP and BSIP Allocation, minus the Retention Amount, toward the cost of the PROJECT's Phase 1 Work (consisting of \$20,000 in ATP subfunds for PA&ED, \$853,000 in ATP subfunds for PS&E and \$135,000 in BSIP subfunds for the construction and installation of new bus shelters).
3. Designate a person to serve as the SGVCOG's Project Manager with name, title, and contact information, who shall serve as the primary liaison with the CITY for implementation of this MOA.

4. The SGVCOG's Project Manager shall manage and administer the MSP ATP and BSIP Allocation for the Phase 1 Work and take such actions and have executed such documents that may be necessary for such management and administration, including but not limited to:
 - a. Ensure submission of monthly progress reports and invoices to LACMTA as may be required; and
 - b. Ensure that eligible payments are made to consultant(s).

5. The SGVCOG's Project Manager shall direct and manage solicitations from, and selections of consultant(s) to perform Phase 1 Work which shall include, but not be limited to:
 - a. In consultation with the CITY, coordination of a scope of work, budget, schedule to include in a Request for Qualifications (RFQ) for solicitation to qualified consultants to complete Phase 1 Work;
 - b. In consultation with the CITY, preparation, distribution, and solicitation of RFQs to seek Statements of Qualifications (SOQ) from qualified consultants for performance of the Phase 1 Work;
 - c. In consultation with the CITY, development of consultant selection and/or ranking criteria;
 - d. The establishment of a consultant selection committee to include, among others, SGVCOG's Project Manager or designee and CITY's Project Manager or designee;
 - e. Based upon recommendations from the selection committee members, recommend approval of, and establishment of an on-call bench of qualified consultants which best meet the needs and requirements for the CITY's PROJECT, from which the SGVCOG and CITY may select qualified consultant(s) for performance of the Phase 1 Work;
 - f. Negotiating the precise Phase 1 Work, cost, and schedule with the selected consultant(s); and
 - g. Recommending approval of contract(s) to SGVCOG's Executive Director, Governing Board, or Capital Projects and Construction Committee (CPCC) as the case may be;
 - h. Entering into and administering agreement(s) between SGVCOG and consultant(s) in a manner consistent with this MOA and other applicable laws and regulations, including LACMTA requirements.

6. The SGVCOG's Project Manager shall manage the consultant's performance of the Phase 1 scope of work, schedule, and budget for the Phase 1 Work, and day-to-day consultant activities, which shall include, but not be limited to:
 - a. Conducting Project Delivery Team (PDT) meetings and/or working group meetings between SGVCOG's Project Manager, CITY's Project Manager, applicable CITY departments/staff, and consultant(s) to provide progress updates and receive input from the CITY;

- b. Providing briefings and soliciting input to the SGVCOG's Governing Board and committees, as determined by the SGVCOG, and to the CITY's committees, and City Council, as requested by CITY;
 - c. Seeking CITY's timely design review, input, and comments for the Phase 1 Work;
 - d. Reviewing and sharing with the CITY submitted deliverables, reports, and invoices from the consultant(s) and notifying CITY as to any additional such documents or information that are required; and
 - e. Responding to and addressing CITY and community stakeholders' concerns regarding Phase 1 Work issues, which may include coordinating conference calls and/or meetings with the CITY and/or consultant(s).
7. SGVCOG shall include in any agreements with consultants for the Phase 1 Work a requirement that they indemnify the CITY, its officers, agents and employees and include same as additional insureds under the consultant's(s') general and automotive liability policies, with protection provided to the same extent as provided to SGVCOG.
 8. In coordination with the CITY, assist in seeking additional funding sources for Phase 1 Work, if needed, or for latter phases of the PROJECT, as necessary.

B. CITY Responsibilities.

1. Maintain membership in the SGVCOG during the entire term of this MOA. In the event CITY is no longer a member of the SGVCOG, this MOA will terminate by its own terms on the date CITY is no longer a member.
2. Designate a person to serve as the CITY's Project Manager with name, title, and contact information who shall be the CITY's primary liaison with SGVCOG's Project Manager for implementation of this MOA.
3. The CITY's Project Manager shall assist the SGVCOG in directing and managing solicitations from, and selections of consultant(s) to perform Phase 1 Work which shall include, but not be limited to:
 - a. In consultation with the SGVCOG, preparation of a scope of work, budget, schedule to include in a Request for Qualifications (RFQ) for solicitation to qualified consultants to complete Phase 1 Work;
 - b. Assisting the SGVCOG in the development of consultant selection and/or ranking criteria;
 - c. Serving or appointing a designee on the selection committee for the purpose of selecting the most qualified consultant(s);
 - d. Approval of an on-call bench of qualified consultant(s) which best meet the needs and requirements for the CITY's PROJECT, from which the SGVCOG and CITY may select qualified consultant(s) for performance of the Phase 1 Work; and
 - e. Assisting the SGVCOG in the negotiation of the precise Phase 1 Work, cost, and schedule with the selected consultant(s).

4. The CITY's Project Manager shall provide direction and support to manage the day-to-day Phase 1 Work coordination efforts with the SGVCOG's Project Manager and consultant(s), which shall include, but not be limited to:
 - a. Attendance and participation in Monthly PDT meetings, scheduled PROJECT working group meetings, and PROJECT conference calls between SGVCOG's Project Manager, CITY's Project Manager, applicable CITY departments/staff, and/or the consultant(s) to provide progress updates and receive input from the CITY;
 - b. CITY's Project Manager shall provide timely feedback and timely raise issues to the SGVCOG concerning Phase 1 Work implementation;
 - c. CITY's Project Manager shall timely respond to SGVCOG and consultant's(s') requests for Project data, information, review of materials, and provide input to the SGVCOG to support the completion of the Phase 1 Work;
 - d. CITY's Project Manager shall coordinate and manage the CITY's circulation and review of all Phase 1 Work deliverables to other CITY departments and divisions and submit written comments for all submitted deliverables within **30 days** of receipt thereof:
 - i. CITY understands that successful completion of the Phase 1 Work requires the CITY to provide the necessary resources and to timely respond to requests for information and submissions from the SGVCOG.
 - ii. CITY shall develop an intra-agency review committee or technical working group that includes all CITY departments to circulate and facilitate the review and comments for all Phase 1 Work deliverables as necessary.
 - iii. Should the CITY not provide the written comments within **30 days**, the SGVCOG may deem the deliverable approved by the CITY.
5. CITY's Project Manager shall attend and participate in PROJECT related outreach events, including:
 - a. Assisting or assigning other CITY staff to assist the SGVCOG and/or consultant(s) to disseminate PROJECT information and updates and coordinate outreach efforts between CITY, SGVCOG, consultant(s), and CITY residents and stakeholders for the Phase 1 Work.
 - b. Assisting the SGVCOG and/or its consultant(s) with the coordination, distribution, and posting of public outreach notices and to place items on the agenda for City Council consideration (if required), as requested.
6. CITY's Project Manager shall assist with future grant application(s) as needed for the Phase 1 Work, or for other latter phases of the PROJECT, as necessary by providing clear and concise descriptions of such work, including project budget and schedule, and other necessary data and materials to support timely submission by the SGVCOG or CITY for such grants.
7. Failure to satisfactorily perform the duties and responsibilities stated in Article III.B, as determined by the SGVCOG, may result in penalties up to and including loss of

funding and lead to termination of this MOA upon notice to the CITY in accordance with Article V.

C. Cost Responsibilities of Parties.

1. It is understood by the Parties that if the Phase 1 Work as described is not completed, that the SGVCOG may be required to reimburse LACMTA for any MSP funds expended on the Phase 1 Work and that the SGVCOG is entering into this MOA with the understanding that the MSP Allocation will be its sole financial contribution toward payment for any of the Phase 1 Work.
2. If upon the successful completion of negotiations with the selected consultant(s) and/or contractors or at such earlier date as the Project Managers may agree, but in any event, prior to execution of a contract with the selected consultant(s), it is determined by either Project Manager that the cost of the Phase 1 Work will exceed the total MSP ATP and BSIP Allocation, the CITY's local match contributions, if any, and available other sources of funding, the Project Managers shall meet and determine whether the CITY is willing to fund any deficit in completing the PROJECT, or in the alternative, whether the scope of the PROJECT should be reduced so the MSP ATP and BSIP Allocation is sufficient to pay for the cost or is reduced to an amount that the CITY is willing to contribute. In the event that either the PROJECT scope is reduced or the CITY determines to contribute toward the cost thereof, the Parties shall enter into an amendment to this MOA or as applicable, a cooperative agreement to reflect their agreement, with the recognition that approval of any such amendment or cooperative agreement may be subject to the approval of LACMTA.
3. If pursuant to paragraph (2) above, the Parties cannot reach an agreement on funding of the CITY'S PROJECT or limiting its scope so there is sufficient funding, either Party may terminate this MOA upon five (5) days written notice to the other Party, which termination shall not be considered arising out of the default of either Party. In the event of any such termination, the Parties shall have no further obligations to each other under the MOA and both shall cease any further work thereon, except that which is reasonably necessary to effectuate the termination. In the event of such a termination, to the extent that LACMTA disallows the use of the MSP funds to reimburse the SGVCOG for its administrative and project management costs incurred under this MOA, the City shall reimburse the SGVCOG for such expenses using CITY funds.
4. If, following commencement of the Phase 1 Work, amendment(s) to the selected consultant's(s') contract(s) become necessary and require funding in addition to the amounts allocated under this MOA, and additional funding sources are not identified, the Parties shall meet and confer pursuant to the process identified in paragraph (2) above, but neither Party shall be obligated to provide additional funds. In the case that the Parties cannot reach an agreement on funding the additional Phase 1 Work or limiting the scope, the provisions of paragraph (3) above shall apply.

5. During the course of plan preparation, CITY may request SGVCOG to include additional work in Phase 1 Work. Said work shall be considered a "betterment" if it is not directly required by the proposed work shown in Exhibit "B", is not eligible for, or within the scope of, the funding appropriated to SGVCOG for Phase 1 Work as determined by LACMTA, or is not designated as a required mitigation measure for Phase 1 Work. In addition, the term betterment shall include any work that CITY desires to have constructed concurrently with PROJECT and for which SGVCOG is able to reasonably accommodate in PROJECT. CITY shall pay One Hundred (100%) Percent of the Project engineering, construction, and administration and project management costs for these CITY requested betterments and a separate agreement shall be executed defining the terms and conditions under which betterment is to be engineered, constructed, financed, operated, and maintained.
6. SGVCOG will reimburse CITY for reasonable contracted plan check expenses related to Phase 1 Work. In order to be eligible for reimbursement, said expenses must have prior approval from SGVCOG, and be required due to unavailability, or lack of specific required expertise, of CITY staff to perform the required plan checking. SGVCOG acknowledges that this activity is an important protection for CITY and will not unreasonably withhold its approval of such expenses. This provision does not include the reimbursement of CITY staff time incurred for managing the CITY's PROJECT.

IV. DESIGNATED PROJECT MANAGERS:

A. Every notice, demand, request, or other document or instrument delivered pursuant to this Agreement shall be in writing, and shall be either personally delivered, sent by Federal Express or other reputable overnight courier, or sent by certified United States mail, postage prepaid, return receipt requested, to the addresses set forth below, or to such other address set forth below, or to such other address as a party may designate from time to time.

1. For purposes of this MOA, the SGVCOG designates the following individual as its Project Manager:

Roy Choi
Manager of Transportation
San Gabriel Valley Council of Governments
1333 S. Mayflower Avenue, Suite 360
Monrovia, CA 91016
(626) 373-2687
roychoi@sgvcog.org

2. For purposes of this MOA, the City of Covina designates the following individual as its Project Manager:

Rafael Fajardo
City Engineer
Public Works
City of Covina
213 E. Foothill Boulevard
Covina, CA 91702
(626) 384-5490
RFajardo@covinaca.gov

3. Additional Parties' contacts to whom copies of written notices shall be sent shall also include the following individuals:

To SGVCOG:

Marisa Creter
Executive Director
San Gabriel Valley Council of Governments
1333 S. Mayflower Avenue, Suite 360
Monrovia, CA 91016
(626) 457-1800
mcreter@sgvcog.org

and

Kevin Lai, P.E.
Director of Capital Projects
San Gabriel Valley Council of Governments
1333 S. Mayflower Avenue, Suite 360
Monrovia, CA 91016
(626) 457-1800
klai@sgvcog.org

To City of Covina:

Name
Title
Department
City Name
Address
Phone Number
Email Address

- B. Either Party may change its Project Manager or contacts upon written notice to the other Party which includes all contact information referenced above. If a provision of this MOA requires participation by a Party's Project Manager, and such Party's Project Manager is not available, a designee may be appointed by the applicable Project Manager to participate in his or her place.

V. TERMINATION:

- A. Except as otherwise provided in this MOA, this MOA may only be terminated for cause. If a party believes that the other party is in default of any material term of this MOA, the non-defaulting party shall give written notice to the defaulting party specifying in reasonable detail the nature of the default. The non-defaulting party shall then have thirty (30) calendar days in which to cure the default. If the default is not cured, in the exercise of reasonable diligence, curable within said thirty (30)-day period, then the defaulting party shall promptly commence such cure within thirty (30) calendar days and diligently pursue it to completion, provided that in all instances the cure must be completed within ninety (90) calendar days from the date of the written notice. If the defaulting party does not cure the default within thirty (30) days, or when applicable, commence the cure within thirty (30) days, then the non-defaulting party may terminate this MOA upon written notice to the defaulting party or exercise any other rights and remedies the non-defaulting party may have under this MOA, including the right to specific performance or other injunctive or equitable relief.
- B. Should this MOA be terminated for cause, the SGVCOG shall cease the Phase 1 Work and not incur any additional expenses, except that which are reasonable and necessary to effectuate the termination and in the absence of an agreement between the Parties to the contrary, the CITY shall have no further rights to any allocation of the Phase 1 Funding.
1. Should the MOA be terminated for cause by the CITY or it is determined in a judicial proceeding or other decision that is binding on the Parties that SGVCOG's termination was not for cause, the CITY shall not be required to reimburse the SGVCOG for any MSP funds expended and incurred under this MOA.
 2. Should the MOA be terminated by SGVCOG for cause or it is determined in a judicial proceeding or other decision that is binding on the Parties that CITY's termination was not for cause, the CITY shall be required to reimburse the SGVCOG all MSP funds expended and incurred under this MOA up to the date of such termination and reasonably incurred thereafter in suspending work under this MOA.

VI. INDEMNITY:

- A. Neither the SGVCOG, its member agencies, or their respective officers, employees, consultants or volunteers (the "SGVCOG Indemnitees), shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by the CITY Indemnitees under or in connection with the performance of this MOA.
- B. Neither the CITY or its respective officers, employees, consultants or volunteers (CITY Indemnitees), shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by the SGVCOG Indemnitees under or in connection with the performance of this MOA.
- C. The CITY shall indemnify, defend and hold the SGVCOG Indemnitees harmless from and against any liability, claims, losses, actions, and expenses, including without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of use of property, any legal fees

and any claims for damages of any nature whatsoever arising out of or resulting from the CITY Indemnitee's performance or failure to perform the CITY's obligations under this MOA, unless caused by the negligence or willful misconduct of the SGVCOG Indemnitees.

- D. The SGVCOG shall indemnify, defend and hold the CITY Indemnitees harmless from and against any liability, claims, losses, actions, and expenses, including without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of use of property, any legal fees and any claims for damages of any nature whatsoever arising out of or resulting from the SGVCOG Indemnitee's performance or failure to perform the SGVCOG's obligations under of this MOA, unless caused by the negligence or willful misconduct of the CITY Indemnitees.
- E. The indemnification obligations contained in this Article VI. shall survive any expiration or termination of this MOA.

VII. OTHER TERMS AND CONDITIONS:

- A. Entire Agreement. This MOA, along with the applicable funding requirements of the SGVCOG's agreement with the LACMTA, constitute the entire understanding between the Parties, with respect to the subject matter herein and supersedes any and all other prior writings and oral negotiations. The MOA shall not be amended except in writing signed by the Parties. The CITY acknowledges that it is familiar with and has been provided an opportunity to review such funding requirements.
- B. Interpretation. Unless otherwise specified herein, the term "days" shall mean business days, and excludes weekends and holidays.
- C. Governing Law. This MOA shall be governed by and construed under California law and any applicable federal law without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this MOA, the Parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Los Angeles County, California.
- D. Attorneys' Fees. In the event that there is any litigation or other legal proceeding between the Parties in connection with this MOA, the prevailing party shall be entitled to its legal costs, including attorneys' fees.
- G. Force Majeure. Neither Party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, floods, earthquake, fires, acts of a public enemy, pandemic, and government acts beyond the control and without fault or negligence of the affected Party. Each Party hereto shall give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder, or prevent the performance of any obligations under this MOA.
- H. Waiver. Waiver by any Party to this MOA of any term, condition, or covenant of this MOA shall not constitute a waiver of any other term, condition, or covenant. No waiver

of any provision of this MOA shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought.

- E. Headings. The section headings contained in this MOA are for convenience and identification only and shall not be deemed to limit or define the contents to which they relate.
- F. Assignment. Neither party may assign its interest in this MOA, or any part thereof, without the prior written consent of the other party. Any assignment without consent shall be void and unenforceable.
- G. Severability. If any provision of this MOA is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.
- H. Incorporation of Recitals. The recitals set forth above are true and correct and are incorporate into this MOA by reference as if fully set forth herein.
- I. Successors and Assigns. The terms of this MOA shall inure to the benefit of, and shall be binding upon, each of the Parties and their respective approved successors and assigns.
- J. Authority to Execute. The person executing this Agreement on behalf of the Parties warrant that they are duly authorized to execute this Agreement on behalf of said Parties, and that by doing so the Parties are formally bound to the provisions of this Agreement.

In witness whereof, the Parties enter into this MOA on the date of last execution by the Parties.

CITY OF COVINA

By: _____
Chris Marcarello
City Manager

Date: _____

APPROVED AS TO FORM:

(Please insert City Attorney's name here)
City Attorney

SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS

By: _____
Marisa Creter
Executive Director

Date: _____

APPROVED AS TO FORM:

David DeBerry
General Counsel

EXHIBIT A

EAST SAN GABRIEL VALLEY SUSTAINABLE MULTIMODAL IMPROVEMENT PROJECT (SMIP)

Project Details

Project Description

The East San Gabriel Valley Sustainable Multimodal Improvement Project (SMIP) is the result of a partnership between the seven Partner Cities of Azusa, Claremont, Covina, Glendora, La Verne, Pomona, and San Dimas under the leadership of the San Gabriel Valley Council of Governments (SGVCOG). The SMIP's goals are to provide First/Last Mile connections, active transportation improvements, and bus system infrastructure enhancements throughout the eastern San Gabriel Valley.

The SMIP was assembled in coordination by the City of Glendora and implements First/Last Mile and Active Transportation projects included in the Arrow Highway Multimodal Corridor Plan and Metro's Gold Line Foothill Extension 2B First/Last Mile Plan. After successfully securing a recommendation from the SGVCOG through LACMTA to receive \$14,997,974 in Measure M Multi-Year Subregional Program (MSP) Cycle 2 awarded funds, the Partner Cities selected the SGVCOG to serve as the Project's lead agency to coordinate, administer, and manage the design and construction activities for their SMIP Projects on their behalf.

The proposed improvements provide enhanced multimodal connectivity to transit stations, employment centers, schools, and major entertainment and recreational centers which were identified through a series of robust community outreach efforts led by members of East San Gabriel Valley. Specific improvements include protected bike lanes, ADA-compliant access ramps, sidewalk improvements and repairs, bike infrastructure, bus shelter renovations, pedestrian crossing enhancements, improved lighting and landscaping, and construction of a new pedestrian bridge.

Collectively, the SGVCOG's Partner Cities' SMIP project includes a total of 16 separate Active Transportation, First/Last Mile, and Bus System Improvement projects with an estimated total project cost of approximately \$173,233,295. Considering the magnitude of the SMIP, the awarded \$14,997,974 from the MSP Cycle 2 Program combined with the committed local city funds of \$12,996,198 will only contribute to the partial completion of some of the Partner Cities' SMIP projects and/or project phases and will thus require the SMIP to be completed in multiple project phases in order to fully deliver all of the SMIP projects. Subsequent phases of the SMIP will be completed using funds that will be secured from various other sources, including local Measure M, Measure R, Proposition C, Enhanced Infrastructure Financing District (EIFD) dollars, earmarks, and competitive grant sources.

Phase 1 of the SMIP has been referred to the following nine Partner City projects and project phases that will be completed using the awarded MSP Cycle 2 funding and local city funds totaling \$27,994,172:

1. City of Azusa - San Gabriel Avenue / Azusa Avenue Complete Streets Project (30% P.E.)
2. City of Claremont - Arrow Highway & Cambridge Avenue Improvements Project (PS&E and Construction)
3. City of Covina - Glendora Avenue & Grand Avenue Complete Streets Project (PA&ED, PS&E, and construction and installation of enhanced bus shelters)
4. City of Glendora - People Movement Project (Glendora Avenue Project) (PS&E and Construction)
5. City of Glendora - People Movement Project (Little Dalton Wash Project) (PS&E and Construction)
6. City of Glendora - People Movement Project (San Dimas Wash Project) (PS&E and Construction)
7. City of La Verne - Gold Line Transit Oriented Pedestrian Bridge Project (PS&E and Construction)
8. City of Pomona - Transit Improvement Program - Metro Gold Line First/Last Mile Improvements Project (PS&E and partial Construction)
9. City of San Dimas - East/West Multimodal Transportation Route Project (PA&ED and Conceptual Engineering)

Phase 2 and possible later phases of the SMIP have been referred to as all of the project components and phases that could not be completed for the nine projects included under Phase 1 and also the remaining Partner Cities' seven SMIP projects and/or project phases that would be designed and constructed, once future funds are secured.

MSP Project Nexus & Demonstrated Need

The eastern San Gabriel Valley has a population of over 400,000 and limited active transportation networks. Additionally, substantial regional transportation investments have been made via Metrolink and extension of the Metro A Line. Developing and constructing a coherent active transportation network will capitalize on the generational investments made along the light-rail corridor and represents an unprecedented level of cooperation between the corridor cities. Each partnering city is dedicated to reducing transportation gaps between each other and leveraging the transformative transit investments to make the San Gabriel Valley more equitable and sustainable.

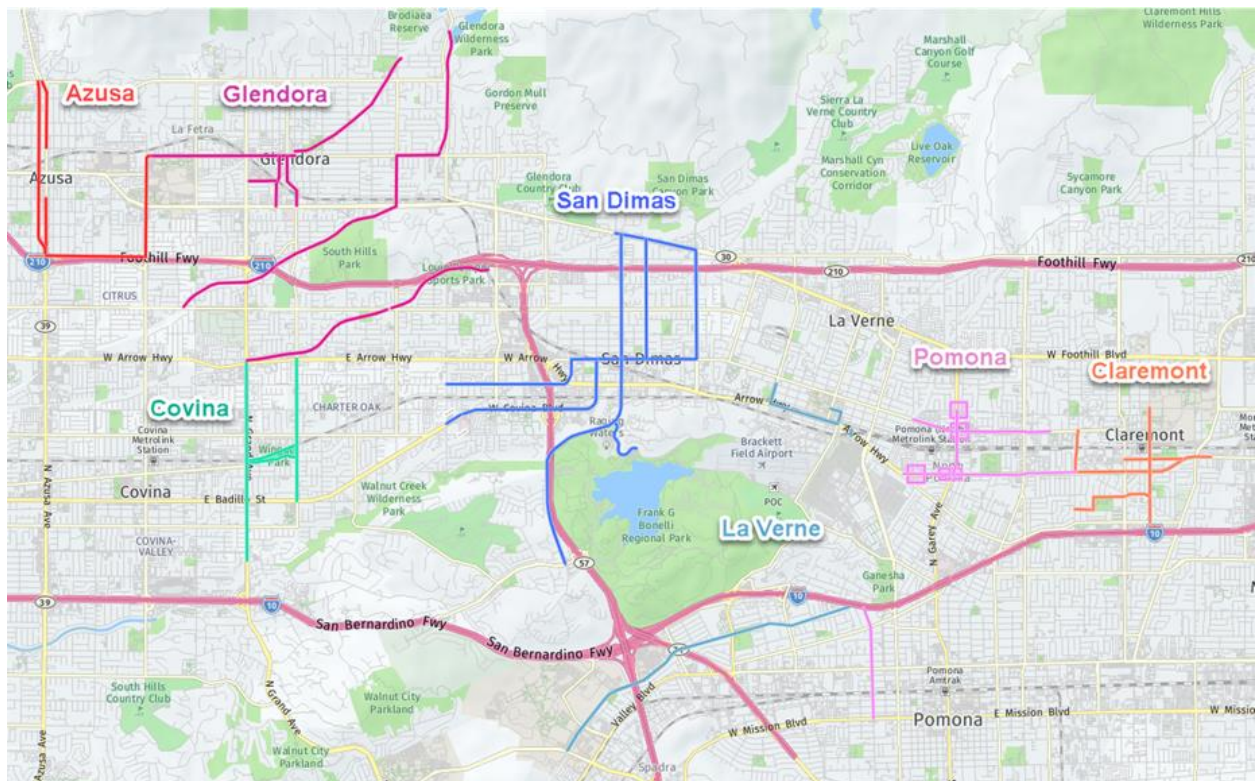
The SMIP focuses on building high-quality active transportation infrastructure where people will bicycle, walk, and connect to transit. Providing high-quality First/Last Mile and Active Transportation facilities will allow people of all ages and abilities in the East San Gabriel Valley to feel more comfortable bicycling and walking. Each Partner City is committing to improve First/Last mile access to transit (Metrolink and Metro Rail) as well as linking to major regional active transportation facilities via flood control channels and major corridors like Arrow Highway. The SMIP will also link various regional and major destinations in the San Gabriel Valley.

The SMIP contains some of the highest rated active transportation infrastructure. Research by the FHWA and locally generated survey data indicated that users of active transportation facilities overwhelmingly feel safer in low-stress networks. Class I bicycle and pedestrian facilities eliminate vehicle collisions except at crossings. Crossing improvements, have a crash reduction factor of around 45%. Buffered Class II bicycle lanes can have a reduction factor of up to 35%. Class IV bicycle lanes can have a crash reduction factor of up to 94%.

Traffic safety and environmental stewardship are the primary benefits of the SMIP. The Metro Gold Line Extension EIR noted that nearly 60% of boarding at the Metro Stations will likely be from modes other than driving. Metro’s onboard surveys show 61% of riders live below the poverty line and with a median income of less than \$17,000. Safe active transportation connections to transit helps reduce the burden of vehicle ownership as well as improving public health outcomes. Several low-income census tracts as well as disadvantaged and equity focused communities are located within the project area and will be served by the proposed transportation improvements.

SMIP Project Location Map (Includes all SMIP Projects/Phases)

The following figure is a Project Location Map of the proposed SMIP improvements in the seven Partner Cities.



SMIP Phase 1 Estimated Project Costs & Project Funding/Budget

The total cost to complete the nine Projects included under SMIP Phase 1 has been estimated at \$80,077,667. Collectively, for SMIP Phase 1 the SGVCOG and its Partner Cities have currently secured \$27,994,172 in total funding including: \$14,997,974 MSP Cycle 2 funds (\$6,452,974 in Active Transportation Program [ATP] subfunds, \$150,000 in Bus System Improvement Program [BSIP] subfunds, and \$8,395,000 in First/Last Mile [FLM] subfunds) and local city contributions in the amount of \$12,996,198 to complete the SMIP Phase 1 projects and/or project phase(s).

Additional funds will be required to fully complete PS&E, and construction for some of the Cities’ SMIP Phase 1 Projects and funds are currently being sought by the SGVCOG and its Partner Cities through numerous competitive grant applications and earmark requests. A summary of the details for the City’s SMIP Phase 1 Projects’ estimated project costs and budget is shown below:

| SMIP Phase 1 Estimated Project Costs & Project Funding / Budget (All Cities) | | | | | |
|---|----------------------------|---------------------------------|---------------------|----------------------|----------------------------------|
| Project Milestones / Phases | Total Cost Estimate | Secured Funding | | | Additional Funding Needed |
| | | LACMTA Measure M Funds | Local Agency | Total Funding | |
| <i>SGVCOG PM/Admin</i> | <i>\$1,499,797</i> | <i>\$1,499,797 MSP Cycle 2</i> | <i>n/a</i> | <i>\$1,499,797</i> | <i>n/a</i> |
| PLANNING | \$90,000 | \$0 | \$90,000 | \$90,000 | \$0 |
| PA&ED | \$320,460 | \$253,649 | \$136,092 | \$389,741 | (\$69,281) |
| PS&E | \$5,799,062 | \$3,232,260 | \$1,264,198 | \$4,496,458 | \$1,302,604 |
| ROW | \$0 | \$0 | \$20 | \$20 | \$(20) |
| CON | \$72,368,348 | \$10,012,267 | \$11,505,888 | \$21,518,156 | \$50,850,192 |
| OTHER | \$0 | \$0 | \$0 | \$0 | \$0 |
| TOTAL | \$80,077,667 | \$14,997,974 MSP Cycle 2 | \$12,996,198 | \$27,994,172 | \$52,083,495 |

EXHIBIT B

EAST SAN GABRIEL VALLEY SUSTAINABLE MULTIMODAL IMPROVEMENT PROJECT (SMIP)

Scope of Work City of Covina SMIP Phase 1

City of Covina

***Glendora Avenue & Grand Avenue Complete Streets Project
(MSP Cycle 2 [Active Transportation Program Subfund] Allocation \$970,000 + MSP Cycle 2
[Bus System Improvement Program Subfund] Allocation \$150,000)***

Covina SMIP Phase 1 Project Description

The City of Covina's SMIP Phase 1 Project - Glendora Avenue & Grand Avenue Complete Streets Project includes completing Project Approval and Environmental Documentation (PA&ED) (for Glendora Avenue) and Plans, Specifications, and Estimates (PS&E) (for Grand Avenue) for approximately 4.06 miles of Class II bike lanes, signage, bike stations, traffic signal coordination, and ADA compliance upgrades and appurtenances on Grand Avenue, Wingate Park, and Glendora Avenue. The City's Glendora Avenue & Grand Avenue Complete Streets Project also includes constructing and installing bus shelter renovation improvements along Grand Avenue and Glendora Avenue.

Glendora Avenue currently has two existing travel lanes in each direction with a center stripe and dedicated left-turn lanes at most arterial and some minor intersections. This roadway also has a striped and signed bike lane, although it has substandard widths along some segments. On-street parking is currently allowed in the bike lane, which is not a standard design. Average daily traffic (ADT) volumes are relatively low for an arterial roadway. This "Road Diet" project proposes reconfiguring the existing roadway to reduce the number of existing travel lanes from two to one travel lane in each direction with a center two-way left-turn lane, on-street parking, and 12,250 linear feet of six-foot wide Class II bike lanes in each direction.

Grand Avenue currently has two lanes in each direction with a center left-turn lane or raised median. ADT volumes are moderate-to-high for this arterial roadway. The curb lane is rather wide and will be reconfigured to accommodate both on-street parking (where feasible and where it is not currently prohibited) and approximately 21,120 linear feet of Class II bike lanes on both sides of Grand Avenue.

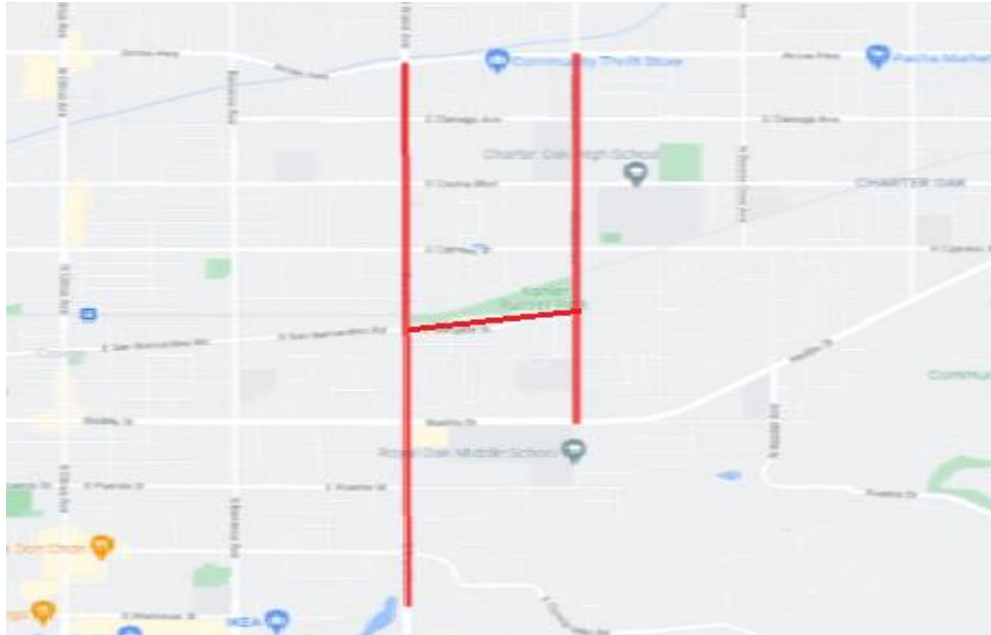
Kahler Russell (Wingate) Park is a 14.45-acre multipurpose recreational facility located in the City of Covina. Wingate Park is a large park spanning across a half mile distance with amenities such as two large grassy fields, two parking lots, tennis courts, hockey rink, baseball fields, basketball courts, playground, walking trail and restroom facilities.

Within Wingate Park, there is a 30 feet wide walking trail that is approximately one half-mile in length and located adjacent to the natural Charter Oak Creek along the southerly property line, oriented westerly and easterly from Grand Avenue to Glendora Avenue. The walking trail is composed of decomposed granite and is currently in poor condition due to heavy use.

The City of Covina is proposing the installation of a 2,600 linear feet of Class II bike lane along the walking trail that will connect Grand Avenue with Glendora Avenue.

Covina SMIP Phase 1 Project Limits/Area & Location Maps

The City of Covina’s SMIP Phase 1 Project is located along Grand Avenue, along the walking trail inside Wingate Park, and along Glendora Avenue in the City of Covina. For the Grand Avenue segment, the project limits are between Arrow Highway to the north and Walnut Creek Channel to the south. For the Wingate Park walking trail segment, the project limits are between Grand Avenue and Glendora Avenue. For the Glendora Avenue segment, the project limits are between Arrow Highway to the north and Badillo Street to the south.



Kahler Russell (Wingate) Park Trail



The City’s Glendora Avenue & Grand Avenue Complete Streets Project component which is funded through MSP Cycle 2 Bus System Improvement Program subfunds includes constructing bus shelter renovation improvements along Grand Avenue and Glendora Avenue, as detailed in this section of the MOA.

In an effort to better protect transit patrons from the elements and improve lighting features within bus stop areas, the City of Covina will be installing nine (9) new bus shelters that provide shade and include solar lighting at existing Foothill Transit Bus Stops located along Grand Avenue and Glendora Avenue that are already outfitted with benches and trash receptacles.

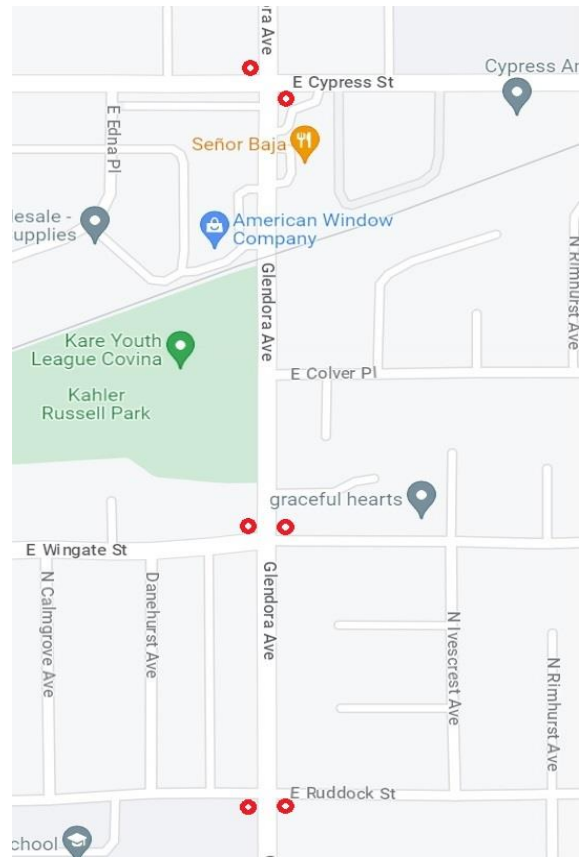
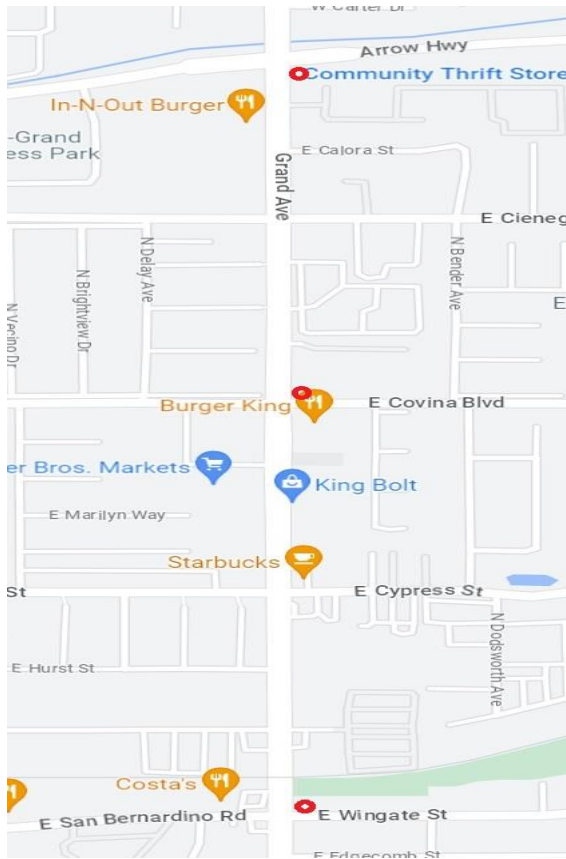
The following bus stop locations proposed for new bus shelter installations as part of this Project are as follows:

1. Grand Avenue/Arrow Highway (southeast corner), northbound
2. Grand Avenue/Covina Boulevard (northeast corner), northbound
3. Grand Avenue/Wingate Street (northeast corner), northbound
4. Glendora Avenue/Cypress Street (northwest corner), northbound
5. Glendora Avenue/Cypress Street (southeast corner), southbound
6. Glendora Avenue/Wingate Street (northeast corner), northbound
7. Glendora Avenue/Wingate Street (northwest corner), southbound
8. Glendora Avenue/Ruddock Street (southeast corner), northbound
9. Glendora Avenue/Ruddock Street (southwest corner), southbound

Covina SMIP Phase 1 Project Limits/Area & Location Map

The City of Covina’s SMIP Phase 1 Project is located at six street intersections along Grand Avenue and Glendora Avenue, in the City of Covina. The Project Location Maps shown below depict the proposed locations for bus shelter renovations in red circles. For the bus shelter renovations on Grand Avenue, the project limits are between Arrow Highway to the north and

Wingate Street to the south. For the bus shelters along Glendora Avenue, the project limits are between Cypress Street to the north and Ruddock Street to the south.



Covina SMIP Phase 1 Estimated Project Costs & Project Funding/Budget

The City of Covina’s total cost estimate for the City’s SMIP Phase 1 Project is \$3,535,000, of which a total of \$1,120,000 has been currently secured by the SGVCOG in MSP Cycle 2 Active Transportation Program (ATP) subfunds (\$970,000) and Bus System Improvement Program (BSIP) subfunds (\$150,000) to complete Project Approval and Environmental Documentation (PA&ED), Plans, Specifications, and Estimates (PS&E), and the construction and installation of new enhanced bus shelters along Grand Avenue and Glendora Avenue. Additional funding will be required to complete the construction phase to implement the project and are currently being sought through competitive grant(s) and earmark requests. Details for the City’s SMIP Phase 1 Project’s estimated project costs and budget are shown below:

| City of Covina - Glendora Avenue & Grand Avenue Complete Streets Project - Phase 1 Funding | | | | | |
|---|---------------------|-----------------------------------|--------------|--------------------|---------------------------|
| Project Milestones / Phases | Total Cost Estimate | Secured Funding | | | Additional Funding Needed |
| | | LACMTA Measure M Funds | Local Agency | Total Funding | |
| SGVCOG PM/Admin | \$97,000 | \$97,000 ATP | n/a | \$97,000 | n/a |
| | \$15,000 | \$15,000 BSIP | n/a | \$15,000 | n/a |
| PA&ED | \$20,000 | \$20,000 ATP | \$0 | \$20,000 | \$0 |
| | | \$0 | \$0 | \$0 | |
| PS&E | \$853,000 | \$853,000 ATP | \$0 | \$853,000 | \$0 |
| | | \$0 | \$0 | \$0 | |
| ROW | \$0 | \$0 | \$0 | \$0 | \$0 |
| | | \$0 | \$0 | \$0 | |
| CON | \$2,550,000 | \$0 | \$0 | \$0 | \$2,415,000 |
| | | \$135,000 BSIP | \$0 | \$135,000 | |
| OTHER | \$0 | \$0 | \$0 | \$0 | \$0 |
| | | \$0 | \$0 | \$0 | |
| TOTAL | \$3,535,000 | \$1,120,000 ATP & BSIP | \$0 | \$1,120,000 | \$2,415,000 |

Covina SMIP Phase 1 Detailed Project Schedule

Current Project Status: Pre-Design Phase. Community Outreach complete

| Covina SMIP Phase 1 Project Milestone Schedule | | | |
|---|------------------|------------------|-------------------|
| Project Milestones / Phases | Start Date | End Date | Duration (Months) |
| PA&ED | November 1, 2023 | March 1, 2024 | 4 |
| 30% P.E. | November 1, 2023 | November 1, 2024 | 12 |
| PS&E | n/a | n/a | |
| ROW (if applicable) | n/a | n/a | |
| CON (if applicable) | n/a | n/a | |
| CLOSEOUT | January 1, 2025 | March 31, 2025 | 3 |

EXHIBIT C

**CITY OF COVINA
EAST SAN GABRIEL VALLEY SUSTAINABLE MULTIMODAL IMPROVEMENT PROJECT (SMIP)
Phase 1 Work MSP Funding Allocation**

| SMIP Phase 1 Work MSP Funding Allocation | | | | | | | |
|---|---|--------------------|--------------------------------|-------------------|----------------|----------------|---------------------|
| City | Project | MSP Subfund | ATP & BSIP Subfunds | | | | TOTAL |
| | | | FY 2023 | FY 2024 | FY 2025 | FY 2026 | |
| Covina | Glendora Avenue/Grand Avenue Complete Streets Project | ATP | \$ 150,000 | \$ 820,000 | \$ - | \$ - | \$ 970,000 |
| | | BSIP | \$ 50,000 | \$ 100,000 | \$ - | \$ - | \$ 150,000 |
| TOTAL | | | \$ 200,000 | \$ 920,000 | \$ - | \$ - | \$ 1,120,000 |

EXHIBIT D

**CITY OF COVINA
EAST SAN GABRIEL VALLEY SUSTAINABLE MULTIMODAL IMPROVEMENT PROJECT (SMIP)
Phase 1 Funding & Expenditure Plans**

| EXHIBIT D - PROJECT FUNDING | | | | | | |
|--|------------------|------------------|-------------------|------------------|---------------------|--------------------|
| EAST SAN GABRIEL VALLEY SUSTAINABLE MULTIMODAL IMPROVEMENT PROJECT (SMIP) | | | | | | |
| Measure M MSP - Program - Funding Agreement Projects - FA# 9200000000MXXXXXX | | | | | | |
| City Project Title: Glendora Avenue and Grand Avenue Complete Streets Project - Phase 1 | | | | | | |
| Project#: MMXXXX.XX | | | | | | |
| PROGRAMMED BUDGET - SOURCES OF FUNDS | | | | | | |
| SOURCES OF FUNDS | FY2022-23 | FY2023-24 | FY 2024-25 | FY2025-26 | Total Budget | % of Budget |
| LACMTA PROGRAMMED FUNDING | | | | | | |
| MEASURE M MSP CYCLE 2 (ATP) FUNDS | \$ 50,000 | \$ 100,000 | \$ - | \$ - | \$ 150,000 | |
| SUM PROG LACMTA FUNDS | \$ 50,000 | \$ 100,000 | \$ - | \$ - | \$ 150,000 | 100% |
| OTHER NON LACMTA FUNDING: | | | | | | |
| LOCAL: | \$ - | \$ - | \$ - | \$ - | \$ - | 0% |
| STATE: | \$ - | \$ - | \$ - | \$ - | \$ - | 0% |
| FEDERAL: | \$ - | \$ - | \$ - | \$ - | \$ - | 0% |
| PRIVATE OR OTHER: | \$ - | \$ - | \$ - | \$ - | \$ - | 0% |
| SUM NON-LACMTA FUNDS | \$ - | \$ - | \$ - | \$ - | \$ - | 0% |
| TOTAL PROJECT FUNDS | \$ 50,000 | \$ 100,000 | \$ - | \$ - | \$ 150,000 | 100% |