

1 COOPERATIVE AGREEMENT NO. C-5-3589

2 BETWEEN

3 ORANGE COUNTY TRANSPORTATION AUTHORITY

4 AND

5 CITIES OF SANTA ANA, GARDEN GROVE, SEAL BEACH,

6 TUSTIN, WESTMINSTER,

7 AND

8 COUNTY OF ORANGE

9 FOR

10 WESTMINSTER AVENUE / 17<sup>TH</sup> STREET REGIONAL TRAFFIC SIGNAL SYNCHRONIZATION

11 PROJECT

12 THIS COOPERATIVE AGREEMENT (Agreement), is effective this \_\_\_\_\_ day of  
13 \_\_\_\_\_, 201\_\_\_\_, by and between the Orange County Transportation Authority, 550 South  
14 Main Street, P.O. Box 14184, Orange California 92863-1584, a public corporation of the State of  
15 California (herein referred to as "AUTHORITY") and the cities of Santa Ana, Garden Grove, Seal Beach,  
16 Tustin, Westminster, and the County of Orange (hereinafter referred to as "PARTICIPATING  
17 AGENCIES") each individually known as "Party" and collectively known as the "Parties".

18 RECITALS:

19 WHEREAS, the AUTHORITY in cooperation with the PARTICIPATING AGENCIES is working  
20 together in coordinating traffic signals across multiple jurisdictional boundaries as a part of the Renewed  
21 Measure M (M2) Regional Traffic Signal Synchronization Program (Project P) to enhance countywide  
22 traffic flow and reduce congestion; and

23 WHEREAS, the AUTHORITY has completed the competitive 2015 Call for Projects (hereinafter,  
24 "2015 CALL") in support of Project P and awarded Project P funds based on the application (hereinafter,  
25 "APPLICATION") prepared by the City of Santa Ana (hereinafter referred to as the "APPLICANT  
26 /

1 AGENCY”) for implementation of signal synchronization of traffic signals along Westminster Avenue/17<sup>th</sup>  
2 Street (hereinafter, “PROJECT”); and

3 **WHEREAS**, the PARTICIPATING AGENCIES in their approved APPLICATION have elected to  
4 designate the AUTHORITY and the AUTHORITY agrees to act as the implementing agency to carry out  
5 PROJECT; and

6 **WHEREAS**, the PROJECT will include approximately sixty three (63) traffic signalized  
7 intersections as identified in the APPLICATION; and

8 **WHEREAS**, the PROJECT will include Intelligent Transportation System (ITS) elements  
9 identified in the APPLICATION including certain hardware and software upgrades to intersection traffic  
10 controller units, traffic telematics and intertie systems, Advanced Transportation Management  
11 Systems (ATMS), and other associated systems (hereinafter collectively referred to as “ITS  
12 ELEMENTS”), will be constructed and/or installed and implemented as part of the PROJECT as  
13 identified in APPLICATION; and

14 **WHEREAS**, the AUTHORITY agrees to work with PARTICIPATING AGENCIES to coordinate  
15 the inclusion of other ITS elements (OTHER ELEMENTS) that should be installed at the same time  
16 as the construction of the PROJECT and are NOT part of this Agreement; and

17 **WHEREAS**, all costs associated with the inclusion of these OTHER ELEMENTS are the sole  
18 responsibility of the AGENCY owning each and any of those OTHER ELEMENTS during the course  
19 of the project; and

20 **WHEREAS**, based on APPLICATION, the AUTHORITY agrees to implement the PROJECT; and

21 **WHEREAS**, the PARTICIPATING AGENCIES per the M2 Ordinance, agree to provide  
22 PROJECT funding in a combined cash and in-kind services match of Seven Hundred Five Thousand  
23 Twenty Six Dollars (\$705,026.00), as shown in Attachment A, or equivalent to twenty percent (20%) of  
24 PROJECT cost; and

25 **WHEREAS**, the AUTHORITY and the PARTICIPATING AGENCIES desire to enter into this  
26 Agreement to implement the PROJECT in support of Project P; and

1           **WHEREAS**, this Agreement defines the specific terms, conditions, and funding responsibilities  
2 between the AUTHORITY and the PARTICIPATING AGENCIES for the implementation of the  
3 PROJECT.

4           **WHEREAS**, the Orange County Transportation Authority Board of Directors approved funding for  
5 the PROJECT and authorized the Chief Executive Officer to negotiate and execute this cooperative  
6 agreement on April 27, 2015.

7           **WHEREAS**, the City of Santa Ana's City Council approved this Agreement on the \_\_\_\_ day of  
8 \_\_\_\_\_, 20\_\_\_\_.

9           **WHEREAS**, the City of Garden Grove's City Council approved this Agreement on the \_\_\_\_ day  
10 of \_\_\_\_\_, 20\_\_\_\_.

11           **WHEREAS**, the City of Seal Beach's City Council approved this Agreement on the \_\_\_\_ day of  
12 \_\_\_\_\_, 20\_\_\_\_.

13           **WHEREAS**, the City of Tustin's City Council approved this Agreement on the \_\_\_\_ day of  
14 \_\_\_\_\_, 20\_\_\_\_.

15           **WHEREAS**, the City of Westminster's City Council approved this Agreement on the \_\_\_\_ day  
16 of \_\_\_\_\_, 20\_\_\_\_.

17           **WHEREAS**, the County of Orange Board of Supervisors approved this Agreement on the \_\_\_\_  
18 day of \_\_\_\_\_, 20\_\_\_\_.

19           **NOW, THEREFORE**, it is mutually understood and agreed by AUTHORITY and the  
20 PARTICIPATING AGENCIES as follows:

21           **ARTICLE 1. COMPLETE AGREEMENT**

22           A. This Agreement, including any attachments incorporated herein and made applicable by  
23 reference, constitutes the complete and exclusive statement of the term(s) and conditions(s) of this  
24 Agreement between AUTHORITY and PARTICIPATING AGENCIES and it supersedes all prior  
25 representations, understandings, and communications. The invalidity in whole or in part of any term or  
26 /

1 condition of this Agreement shall not affect the validity of other term(s) or conditions(s) of this Agreement.

2 The above referenced Recitals are true and correct and are Incorporated by reference herein.

3 B. AUTHORITY's failure to insist on any instance(s) of PARTICIPATING AGENCIES'  
4 performance of any term(s) or condition(s) of this Agreement shall not be construed as a waiver or  
5 relinquishment of AUTHORITY's right to such performance or to future performance of such term(s) or  
6 condition(s), and PARTICIPATING AGENCIES' obligation in respect thereto shall continue in full force  
7 and effect. Changes to any portion of this Agreement shall not be binding upon AUTHORITY except  
8 when specifically confirmed in writing by an authorized representative of AUTHORITY by way of a written  
9 amendment to this Agreement and issued in accordance with the provisions of this Agreement.

10 C. PARTICIPATING AGENCIES' failure to insist on any instance(s) of AUTHORITY's  
11 performance of any term(s) or condition(s) of this Agreement shall not be construed as a waiver or  
12 relinquishment of PARTICIPATING AGENCIES' right to such performance or to future performance of  
13 such term(s) or condition(s), and AUTHORITY's obligation in respect thereto shall continue in full force  
14 and effect. Changes to any portion of this Agreement shall not be binding upon PARTICIPATING  
15 AGENCIES except when specifically confirmed in writing by an authorized representative of  
16 PARTICIPATING AGENCIES by way of a written amendment to this Agreement and issued in  
17 accordance with the provisions of this Agreement.

18 **ARTICLE 2. SCOPE OF AGREEMENT**

19 This Agreement specifies the roles and responsibilities of the Parties as they pertain to the  
20 subjects and projects addressed herein. Both AUTHORITY and PARTICIPATING AGENCIES agree  
21 that each will cooperate and coordinate with the other in all activities covered by this Agreement and any  
22 other supplemental agreements that may be required to facilitate purposes thereof.

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1           **ARTICLE 3. RESPONSIBILITIES OF AUTHORITY**

2           AUTHORITY agrees to the following responsibilities for funding of the PROJECT:

3           A.       AUTHORITY shall implement the PROJECT based on the intent of the usage in the  
4 APPLICATION prepared by the APPLICANT AGENCY in accordance with the policies and procedures  
5 contained in the Comprehensive Transportation Funding Program (CTFP) guidelines.

6           B.       AUTHORITY shall provide oversight in order to maintain inter-jurisdictional traffic signal  
7 operational integrity between PROJECT and other similar type projects not older than three (3) years.

8           C.       AUTHORITY will act as the LEAD AGENCY and provide and file all documentation  
9 necessary to comply with California Environmental Quality Act (CEQA) regulations for PROJECT.

10          D.       AUTHORITY shall perform web-based public outreach activities for the project to  
11 communicate major project milestones and results.

12          E.       AUTHORITY shall provide formats, templates, and guidance in reporting requirements as  
13 described in CTFP.

14          F.       AUTHORITY, or agents of AUTHORITY, under this Agreement and upon closeout of  
15 PROJECT, may perform a technical and/or field review to ensure that the CTFP Guidelines, policies, and  
16 procedures were followed. Such a review may be performed one hundred and eighty (180) days after the  
17 PROJECT three year grant period is complete. If the technical and or field review determines that any of  
18 the activities performed are ineligible for CTFP funding, PARTICIPATING AGENCIES must reimburse  
19 and return the amount of funding used to perform the ineligible activity to AUTHORITY.

20          G.       AUTHORITY shall invoice the PARTICIPATING AGENCIES as identified in  
21 APPLICATION and Attachment A for the dollar cash match at the start of the PROJECT or at a mutually  
22 agreed upon time to facilitate any respective AGENCY funding timeframes.

23          H.       AUTHORITY shall request updates on the PROJECT as part of semi-annual review  
24 process, including documentation of in-kind match conforming to Attachment A and will include the  
25 PROJECT in the list of active projects in OCfundTrAcker until completion of the three year grant period.  
26 Documents to be provided include, but are not limited to, payroll records, contracts, and purchase orders.

1                   **ARTICLE 4. RESPONSIBILITIES OF THE AUTHORITY AS PROJECT LEAD AGENCY**

2                   The AUTHORITY as the LEAD AGENCY agrees to the following responsibilities for the  
3 implementation of the PROJECT:

4                   A.        AUTHORITY shall act as the LEAD AGENCY for the work necessary to manage, procure,  
5 and complete the PROJECT as identified in APPLICATION.

6                   B.        To coordinate outreach with PARTICIPATING AGENCIES for PROJECT.

7                   C.        To collect all data necessary to provide new optimized timing plans including, but not  
8 limited to, manual intersection all movement counts, and twenty four (24) hour / seven (7) day automated  
9 machine traffic counts with vehicle classification.

10                  D.        To develop and implement new timing plans optimized for signal synchronization.

11                  E.        To provide updated timing plans for all control systems and all relevant data used to  
12 develop said plans to PARTICIPATING AGENCIES.

13                  F.        To prepare a "Before and After Study" for PROJECT as described in the Measure M2  
14 Eligibility Guidelines adopted by the AUTHORITY. The "Before and After Study" for the project is  
15 considered the equivalent of the required Project Final Report (Measure M2 Ordinance No. 3, Section  
16 B.III.9) for PROJECT. The AUTHORITY shall provide the "Before and After Study" to the  
17 PARTICIPATING AGENCIES in draft and final formats for review and comment. AGENCY comments  
18 shall be noted in the final study. If specified in APPLICATION, AUTHORITY shall provide a "Before and  
19 After Study" video of a representative portion of PROJECT at up to two public meetings.

20                   **ARTICLE 5. RESPONSIBILITIES OF THE PARTICIPATING AGENCIES**

21                   PARTICIPATING AGENCIES agree to the following responsibilities for implementation and  
22 funding of PROJECT:

23                   A.        Provide a technical representative to meet and participate as a member of the  
24 PROJECT's Traffic Forum.

25                   B.        To authorize the AUTHORITY to manage, procure, and implement all aspects of  
26 PROJECT.

1 C. To participate and support PROJECT implementation within the timeframe outlined in  
2 APPLICATION and consistent with the CTFP Guidelines adopted by AUTHORITY.

3 D. To provide AUTHORITY all current intersection, local field master, and/or ATMS timing  
4 plans and related data upon request.

5 E. To provide the local cash match and/or documentation for the in-kind services match  
6 for PROJECT in accordance with Attachment A. Failure to provide included local cash match and or  
7 evidence of in-kind services match may result in the loss of future participation for competitive funding  
8 opportunities.

9 F. PARTICIPATING AGENCIES that have included a dollar match as identified in  
10 Attachment A shall provide payment for the dollar match to AUTHORITY within thirty (30) calendar  
11 days of receipt of an invoice.

12 G. PARTICIPATING AGENCIES that have included an in-kind services match as identified  
13 in Attachment A shall provide documentation of conformance as part of the semi-annual review process.

14 H. To waive all fees associated with any local agency permits that may be required of the  
15 consultant, subconsultants, and/or service or equipment providers in the performance of the PROJECT.

16 I. PARTICIPATING AGENCIES shall provide updates on PROJECT to AUTHORITY as  
17 part of semi-annual review process until completion of the three year PROJECT grant period. Documents  
18 to be provided include, but are not limited to, payroll records, contracts, and purchase orders.

19 J. PARTICIPATING AGENCIES shall, if specified in APPLICATION, continue Ongoing  
20 Monitoring and Maintenance after the three year grant period is complete and continue until the end of  
21 the PROJECT per additional Maintenance of Effort in APPLICATION.

22 **ARTICLE 6. DELEGATED AUTHORITY**

23 The actions required to be taken by PARTICIPATING AGENCIES in the implementation of this  
24 Agreement are delegated to their respective City Manager, or designee, and the actions required to be  
25 taken by AUTHORITY in the implementation of this Agreement are delegated to AUTHORITY's Chief  
26 Executive Officer or designee.

1           **ARTICLE 7.  AUDIT AND INSPECTION**

2           AUTHORITY and PARTICIPATING AGENCIES shall maintain a complete set of records in  
3 accordance with generally accepted accounting principles. Upon reasonable notice, PARTICIPATING  
4 AGENCIES shall permit the authorized representatives of AUTHORITY to inspect and audit all work,  
5 materials, payroll, books, accounts, and other data and records of PARTICIPATING AGENCIES for a  
6 period of five (5) years after final payment, or until any on-going audit is completed. For purposes of  
7 audit, the date of completion of this Agreement shall be the date of AUTHORITY's payment of OCTA  
8 Consultant's final billing (so noted on the invoice) under this Agreement. AUTHORITY shall have the  
9 right to reproduce any such books, records, and accounts. The above provision with respect to audits  
10 shall extend to and/or be included in contracts with PARTICIPATING AGENCIES' contractor.

11           **ARTICLE 8.  INDEMNIFICATION**

12           A. To the fullest extent permitted by law, PARTICIPATING AGENCIES shall defend (at  
13 PARTICIPATING AGENCIES' sole cost and expense with legal counsel reasonably acceptable to  
14 AUTHORITY), indemnify, protect, and hold harmless AUTHORITY, its officers, directors, employees, and  
15 agents (collectively the "Indemnified Parties"), from and against any and all liabilities, actions, suits,  
16 claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders,  
17 penalties, and expenses including legal costs and attorney fees (collectively "Claims"), including but not  
18 limited to Claims arising from injuries to or death of persons (PARTICIPATING AGENCIES' employees  
19 included), for damage to property, including property owned by AUTHORITY, or from any violation of any  
20 federal, state, or local law or ordinance, alleged to be caused by the negligent acts, omissions or willful  
21 misconduct of PARTICIPATING AGENCIES, its officers, directors, employees or agents in connection  
22 with or arising out of the performance of this Agreement.

23           B. To the fullest extent permitted by law, AUTHORITY shall defend (at AUTHORITY's sole  
24 cost and expense with legal counsel reasonably acceptable to PARTICIPATING AGENCIES), indemnify,  
25 protect, and hold harmless PARTICIPATING AGENCIES, its officers, directors, employees, and agents  
26 (collectively the "Indemnified Parties"), from and against any and all liabilities, actions, suits, claims,



1 demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders,  
2 penalties, and expenses including legal costs and attorney fees (collectively "Claims"), including but not  
3 limited to Claims arising from injuries to or death of persons (AUTHORITY's employees included), for  
4 damage to property, including property owned by PARTICIPATING AGENCIES, or from any violation of  
5 any federal, state, or local law or ordinance, alleged to be caused by the negligent acts, omissions or  
6 willful misconduct of AUTHORITY, its officers, directors, employees or agents in connection with or arising  
7 out of the performance of this Agreement.

8 C. The indemnification and defense obligations of this Agreement shall survive its expiration  
9 or termination.

10 **ARTICLE 9. ADDITIONAL PROVISIONS**

11 A. Term of Agreement: This Agreement shall be in full force and effect through \_\_\_\_\_  
12 20 \_\_.

13 B. Amendment: This Agreement may be extended or amended in writing at any time by the  
14 mutual consent of all Parties and AUTHORITY. No amendment shall have any force or effect unless  
15 executed in writing by all Parties and AUTHORITY.

16 C. Termination: In the event any Party defaults in the performance of their respective  
17 obligations under this Agreement or breaches any of the provisions of this Agreement, a non-defaulting  
18 Party(s) shall have the option to terminate this Agreement upon thirty (30) calendar days prior written  
19 notice to the Party in default.

20 D. Termination for Convenience: Either Party may terminate this Agreement for its  
21 convenience by providing thirty (30) calendar days prior written notice of its intent to terminate for  
22 convenience to the other Party.

23 E. AUTHORITY and PARTICIPATING AGENCIES shall comply with all applicable federal,  
24 state, and local laws, statues, ordinances and regulations of any governmental authority having  
25 jurisdiction over the PROJECT.

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1 F. Legal Authority: AUTHORITY and PARTICIPATING AGENCIES hereto consent that they  
2 are authorized to execute this Agreement on behalf of said Parties and that, by so executing this  
3 Agreement, the Parties hereto are formally bound to the provisions of this Agreement.

4 G. Severability: If any term, provision, covenant or condition of this Agreement is held to be  
5 invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the  
6 remainder of this Agreement shall not be affected thereby, and each term,  
7 provision, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent  
8 permitted by law.

9 H. Counterparts of Agreement: This Agreement may be executed and delivered in any  
10 number of counterparts, each of which, when executed and delivered shall be deemed an original and all  
11 of which together shall constitute the same agreement. Facsimile signatures shall be permitted.

12 I. Force Majeure: Either Party shall be excused from performing its obligations under this  
13 Agreement during the time and to the extent that it is prevented from performing by an unforeseeable  
14 cause beyond its control, including but not limited to: any incidence of fire, flood; acts of God;  
15 commandeering of material, products, plants or facilities by the federal, state or local government; national  
16 fuel shortage; or a material act or omission by the other Party, when satisfactory evidence of such cause  
17 is presented to the other Party, and provided further that such nonperformance is unforeseeable, beyond  
18 the control and is not due to the fault or negligence of the Party not performing.

19 J. Assignment: Neither this Agreement, nor any of the Parties' rights, obligations, duties, or  
20 authority hereunder may be assigned in whole or in part by either Party without the prior written consent  
21 of the other Party in its sole and absolute discretion. Any such attempt of assignment shall be deemed  
22 void and of no force and effect. Consent to one assignment shall be deemed consent to any subsequent  
23 assignment, nor the waiver of any right to consent to such subsequent assignment.

24 K. Governing Law: The laws of the State of California and applicable local and federal laws,  
25 regulations and guidelines shall govern this Agreement.

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1 L. Litigation fees: Should litigation arise out of this Agreement for the performance thereof,  
2 the court shall award costs and expenses, including attorney's fees, to the prevailing Party.

3 M. Notices: Any notices, requests, or demands made between the Parties pursuant to this  
4 Agreement are to be directed as follows:

To SANTA ANA:	To AUTHORITY:
City of Santa Ana	Orange County Transportation Authority
20 Civic Center Plaza – M43 Santa Ana, CA 92701	550 South Main Street P. O. Box 14184 Orange, CA 92863-1584
Attention: Vinh Nguyen Senior Civil Engineer Tel: (714) 647-5612 E-mail: <a href="mailto:vnguyen@santa-ana.org">vnguyen@santa-ana.org</a>	Attention: Venita Anderson Senior Contract Administrator Tel: (714) 560-5427 E-mail: <a href="mailto:vanderson@octa.net">vanderson@octa.net</a>

To GARDEN GROVE:	To SEAL BEACH:
City of Garden Grove	City of Seal Beach
11222 Acacia Parkway Garden Grove, CA 92842	211 8 <sup>th</sup> Street Seal Beach, CA 90740
Attention: Tony Aquino City Traffic Engineer Tel: (714) 741-5193 E-mail: <a href="mailto:tony1@garden-grove.org">tony1@garden-grove.org</a>	Attention: Cesar Rangel Assistant Engineer Tel: (562) 431-2527 ext. 1328 E-mail: <a href="mailto:crangel@sealbeachca.gov">crangel@sealbeachca.gov</a>

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To TUSTIN:	To WESTMINSTER:
City of Tustin	City of Westminster
300 Centennial Way Tustin, CA 92780	8200 Westminster Blvd. Westminster, CA 92683
Attention: Krys Saldivar Public Works Manager Tel: (714) 573-3172 E-mail: <a href="mailto:ksaldivar@tustinca.org">ksaldivar@tustinca.org</a>	Attention: Adolfo Ozaeta, P. E. Traffic Engineer Tel: (714) 548-3462 E-mail: <a href="mailto:aozaeta@ci.westminster.ca.us">aozaeta@ci.westminster.ca.us</a>

To ORANGE COUNTY:
County of Orange
300 North Flower Street Santa Ana, CA 92703
Attention: Isaac Alonso Rice, P.E. Traffic Engineer Tel: (714) 245-4569 E-mail: <a href="mailto:Isaac.alonsorice@ocpw.ocgov.com">Isaac.alonsorice@ocpw.ocgov.com</a>

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1 This Agreement shall be made effective upon execution by all Parties.

2 **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement No. C-5-3589 to be  
3 executed on the date first written above.

4 **CITY OF SANTA ANA**

**ORANGE COUNTY TRANSPORTATION AUTHORITY**


5 By: \_\_\_\_\_  
6 David Cavazos  
7 City Manager

By: \_\_\_\_\_  
Darrell Johnson  
Chief Executive Officer

8 **ATTEST:**

**APPROVED AS TO FORM:**

9  
10 By: \_\_\_\_\_  
11 Maria D. Huizar  
12 City Clerk

By: \_\_\_\_\_  
  
13 James M. Donich  
14 General Counsel

15 **APPROVED AS TO FORM**

**APPROVAL RECOMMENDED:**

16 By: \_\_\_\_\_  
17 Sonia R. Carvalho  
18 City Attorney

By: \_\_\_\_\_  
Kia Mortazavi  
Executive Director, Planning

19  
20 Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

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COOPERATIVE AGREEMENT NO. C-5-3589  
WESTMINSTER AVENUE / 17<sup>TH</sup> STREET - RTSSP

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3 executed on the date first written above.

4 **CITY OF GARDEN GROVE**

5 By: \_\_\_\_\_  
6 Scott C. Stiles  
7 City Manager

8 **ATTEST:**

9  
10 By: \_\_\_\_\_  
11 Kathleen Bailor  
12 City Clerk

13 **APPROVED AS TO FORM**

14 By: Omar Sandoval  
15 Omar Sandoval  
16 City Attorney

17  
18 Dated: 2-12-16

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3 executed on the date first written above.

4 **CITY OF SEAL BEACH**

5 By: \_\_\_\_\_  
6 Jill R. Ingram  
7 City Manager

8 **ATTEST:**

9  
10 By: \_\_\_\_\_  
11 Tina Knapp  
12 City Clerk

13 **APPROVED AS TO FORM**

14  
15 By: \_\_\_\_\_  
16 Steven L. Flower  
17 City Attorney

18 Dated: \_\_\_\_\_  
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3 executed on the date first written above.

4 **CITY OF TUSTIN**

5 By: \_\_\_\_\_  
6 Charles E. Puckett  
7 Mayor

8  
9 **ATTEST:**

10  
11 By: \_\_\_\_\_  
12 Jeffrey C. Parker  
13 City Clerk

14 **APPROVED AS TO FORM**

15  
16 By: \_\_\_\_\_  
17 David E. Kendig  
18 City Attorney

19 Dated: \_\_\_\_\_  
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3 executed on the date first written above.

4 **CITY OF WESTMINSTER**

5 By: \_\_\_\_\_

6 Tri Ta  
7 Mayor

8 **ATTEST:**

9  
10 By: \_\_\_\_\_

11 City Clerk

12 **APPROVED AS TO FORM**

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15 By: \_\_\_\_\_

16 City Attorney

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18 Dated: \_\_\_\_\_

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3 executed on the date first written above.

4 **COUNTY OF ORANGE**

5 By: \_\_\_\_\_  
6 Todd Spitzer  
7 Board of Supervisors

8 **ATTEST:**

9  
10 By: \_\_\_\_\_  
11 Robin Stieler  
12 Clerk of the Board

13 **APPROVED AS TO FORM**

14  
15 By: \_\_\_\_\_  
16 Nicholas S. Chrisos  
17 County Counsel

18 Dated: \_\_\_\_\_  
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**DETAILED LOCAL MATCH COMMITMENT**

**SECTION 1: AGENCY TOTAL MATCH SUMMARY**

AGENCY	CASH	IN-KIND	TOTAL MATCH
City of Santa Ana	\$241,896.00	\$38,456.00	\$280,352.00
City of Garden Grove	\$95,184.00	\$13,833.00	\$109,017.00
City of Seal Beach	\$47,903.00	\$9,800.00	\$57,703.00
City of Tustin	\$38,500.00	\$0.00	\$38,500.00
City of Westminster	\$84,448.00	\$15,006.00	\$99,454.00
County of Orange	\$120,000.00	\$0.00	\$120,000.00
<b>TOTAL</b>	<b>\$627,931.00</b>	<b>\$77,095.00</b>	<b>\$705,026.00</b>

**SECTION 2: MATCH BREAKDOWN (CASH VS IN-KIND SERVICES)**

**A. Cash Match**

AGENCY	FUNDING SOURCE	AMOUNT OF CASH CONTRIBUTION
City of Santa Ana	M2 Fairshare	\$241,896.00
City of Garden Grove	M2 Fairshare	\$95,184.00
City of Seal Beach	M2 Fairshare	\$47,903.00
City of Tustin	M2 Fairshare	\$38,500.00
City of Westminster	Traffic Impact Fee	\$84,448.00
County of Orange	Gas Tax	\$120,000.00
<b>TOTAL</b>		<b>\$627,931.00</b>

**B. In-Kind Services**

*i. Specific Improvements (List items and Cost):*

Agency	Improvement	Date of Construction	Expenditure
N/A			\$
<b>TOTAL</b>			

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ii. Staffing Commitment:

AGENCY	STAFF POSITION	TYPE OF SERVICE TO PROJECT	NO. OF HOURS	FULLY BURDENED HOURLY RATE	TOTAL*
City of Santa Ana	Sr. Civil Engineer	Project Admin	24	\$233	\$5,592
City of Santa Ana	Assistant Traffic Operation Engineer	Project Design / Implement / Construction Eng.	40	\$213	\$8,520
City of Santa Ana	Assistant Engineer	Project Design / Implement / Construction Eng.	55	\$213	\$11,715
City of Santa Ana	Construction Inspector	Construction Engineering	55	\$187	\$10,285
City of Santa Ana	Engineering Intern	Project Design / Implement / Construction Eng.	57.17	\$41	\$2,344
<b>Total for <u>City of Santa Ana</u>:</b>					<b>\$ 38,456</b>
City of Garden Grove	Associate Engineer	Project Design / Implement / Review	40	\$95	\$3,800
City of Garden Grove	Associate Engineer	Project Design / Implementation	40	\$95	\$3,800
City of Garden Grove	Sr. Traffic Signal Electrician	Project Design / Construction Eng.	40	\$75	\$3,000
City of Garden Grove	Construction Inspector	Construction Engineering	28.11	\$115	\$3,233
<b>Total for <u>City of Garden Grove</u>:</b>					<b>\$ 13,833</b>
City of Seal Beach	City Traffic Engineer	Project Admin	8	\$175	\$1,400
City of Seal Beach	Assistant Engineer	Project Design / Implement / Construction Eng.	40	\$145	\$5,800
City of Seal Beach	Construction Inspector	Construction Engineering	20.8	\$125	\$2,600
<b>Total for <u>City of Seal Beach</u>:</b>					<b>\$ 9,800</b>

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City of Westminster	Traffic Engineering	Project Admin / Implement / Construction Eng.	110.0	\$94.12	\$10,353
City of Westminster	Civil Engineering Assistant	Project Implement / Construction Eng.	58.12	\$80.06	\$4,653
<b><i>Total for <u>City of Westminster</u>:</i></b>					<b>\$ 15,006</b>
<b>TOTAL IN-KIND MATCH*:</b>					<b>\$ 77,095</b>

*\*Total amount is the required participation by the identified agency. The number of hours and hourly rate will be based on each agency's actual fully burdened billing rates, which must collectively equal the same value of the assigned "Total" dollars. Each agency will be responsible for keeping detailed records of hours worked and description of work. An accounting record of personnel, hours at fully burdened rate is expected to be included with the final submittal. Records will be subject to auditing.*