

1 **COOPERATIVE AGREEMENT NO. C-8-1797**

2 **BETWEEN**

3 **ORANGE COUNTY TRANSPORTATION AUTHORITY**

4 **AND**

5 **CITIES OF GARDEN GROVE, ORANGE, SANTA ANA, AND WESTMINSTER**

6 **FOR**

7 **GARDEN GROVE BOULEVARD REGIONAL TRAFFIC SIGNAL SYNCHRONIZATION PROGRAM**

8 **PROJECT**

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

15 **RECITALS:**

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

20 **WHEREAS**, the AUTHORITY has completed the competitive 2018 Call for Projects  
21 (hereinafter, "2018 CALL") in support of Project P and awarded Project P funds based on the application  
22 (hereinafter, "APPLICATION") prepared by the City of Garden Grove (hereinafter referred to as the  
23 "APPLICANT AGENCY") for implementation of signal synchronization of traffic signals along Garden  
24 Grove Boulevard between the intersections of Valley View Street located in the City of Garden Grove and  
25 Memory Lane/Bristol Street located in the City of Santa Ana (hereinafter, "PROJECT"); and

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

4           **WHEREAS**, the PROJECT will include approximately thirty-four (34) traffic signalized  
5 intersections as identified in the APPLICATION; and

6           **WHEREAS**, the PROJECT will include Intelligent Transportation System (ITS) elements  
7 identified in the APPLICATION including certain hardware and software upgrades to intersection and  
8 central control systems including Advanced Transportation Controller units (ATC), telematics and  
9 interconnect systems, Advanced Transportation Management Systems (ATMS), Roadside Units  
10 (RSU), and other associated systems (hereinafter collectively referred to as "ITS ELEMENTS"), will  
11 be constructed and/or installed and implemented as part of the PROJECT as identified in the  
12 APPLICATION; and

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

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

19           **WHEREAS**, AUTHORITY and each respective Party acknowledge and understand that  
20 in-house resources (staff) from Party will provide various services for PROJECT, and

21           **WHEREAS**, AUTHORITY and each respective Party acknowledge and understand that  
22 PROJECT costs for various types of additional work required by each respective Party, by its staff, or  
23 by policy, may not have been included in the original application and therefore costs to contractors or  
24 consultants to comply with staff requirements are not included in the PROJECT allocation; and

25           **WHEREAS**, AUTHORITY and Parties agree that these costs will be paid by PROJECT; and

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1           **WHEREAS**, Parties and each respective Party acknowledge and understand that the costs for  
2 the additional work may be reversed by AUTHORITY's Audit; and

3           **WHEREAS**, based on AUTHORITY's Board of Directors approved PROJECT ALLOCATION and  
4 APPLICATION, the AUTHORITY agrees to implement the PROJECT; and

5           **WHEREAS**, the PARTICIPATING AGENCIES per the M2 Ordinance, agree to provide  
6 PROJECT funding in a combined cash and in-kind services match of Five Hundred Twenty Nine  
7 Thousand One Hundred Sixty Seven Dollars and Fifty Five cents (\$529,167.55), as shown in Attachment  
8 A, or equivalent to at least twenty percent (20%) of PROJECT cost; and

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

11           **WHEREAS**, this Agreement defines the specific terms, conditions, and funding responsibilities  
12 between the AUTHORITY and the PARTICIPATING AGENCIES for the implementation of the  
13 PROJECT; and

14           **WHEREAS**, the AUTHORITY's Board of Directors authorized funding for the PROJECT on  
15 June 11, 2018; and

16           **WHEREAS**, the AUTHORITY's Board of Directors authorized this cooperative agreement on  
17 September 10, 2018.

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

20           **WHEREAS**, the City of Orange's City Council approved this Agreement on the \_\_\_\_ day  
21 of \_\_\_\_\_, 20\_\_\_\_.

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

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

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

3 **ARTICLE 1. COMPLETE AGREEMENT**

4 A. This Agreement, including any attachments incorporated herein and made applicable by  
5 reference, constitutes the complete and exclusive statement of the term(s) and conditions(s) of this  
6 Agreement between AUTHORITY and PARTICIPATING AGENCIES and it supersedes all prior  
7 representations, understandings, and communications. The invalidity in whole or in part of any term or  
8 condition of this Agreement shall not affect the validity of other term(s) or conditions(s) of this Agreement.  
9 The above referenced Recitals are true and correct and are incorporated by reference herein.

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

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

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1           **ARTICLE 2. SCOPE OF AGREEMENT**

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

6           **ARTICLE 3. RESPONSIBILITIES OF AUTHORITY**

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

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

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

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

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

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

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

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1 G. AUTHORITY shall invoice the PARTICIPATING AGENCIES as identified in  
2 APPLICATION and Attachment A for the dollar cash match at the end of the Primary Implementation  
3 phase or at a mutually agreed upon time to facilitate any respective AGENCY funding timeframes.

4 H. AUTHORITY shall request updates for the PROJECT as part of semi-annual review  
5 process, including documentation of in-kind match conforming to Attachment A and will include the  
6 PROJECT in the list of active projects in OC Fund Tracker until completion of the three-year grant period.  
7 Documents to be provided include, but are not limited to, payroll records, contracts, and purchase orders.

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

9 The AUTHORITY as the LEAD AGENCY agrees to the following responsibilities for the  
10 implementation of the PROJECT:

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

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

14 C. To collect all data necessary to provide new optimized timing plans including, but not  
15 limited to, manual or video all movement counts at each PROJECT signalized intersection, and a mutually  
16 agreed upon number and location of twenty-four (24) hour / seven (7) day automated machine traffic  
17 counts with vehicle classification.

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

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

21 F. To prepare a "Before and After Study" for PROJECT as described in the Measure M2  
22 Eligibility Guidelines adopted by the AUTHORITY. The "Before and After Study" for the project is  
23 considered the equivalent of the required Project Final Report (Measure M2 Ordinance No. 3, Section  
24 B.III.9) for PROJECT. The AUTHORITY shall provide the "Before and After Study" to the  
25 PARTICIPATING AGENCIES in draft and final formats for review and comment.  
26 AGENCY comments shall be noted in the final study. If specified in APPLICATION, AUTHORITY shall

1 provide a "Before and After Study" video of a representative portion of PROJECT at up to two (2) public  
2 meetings.

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

4 PARTICIPATING AGENCIES agree to the following responsibilities for implementation and  
5 funding of PROJECT:

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

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

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

12 D. To provide AUTHORITY all current intersection as-built drawings, all current  
13 intersections controller assembly plans as provided by the manufacturer and modified by Party since  
14 original installation, local field master, local controller, and ATMS timing plans and other ITS related  
15 data upon request.

16 E. To provide the local cash match and/or documentation for the in-kind services match  
17 for PROJECT in accordance with Attachment A. Failure to provide local cash match and or evidence  
18 of in-kind services match may result in the loss of future participation for competitive funding  
19 opportunities.

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

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

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

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

4 J. PARTICIPATING AGENCIES shall, if specified in APPLICATION, continue Ongoing  
5 Operations and Maintenance after the three-year grant period is complete and continue until the end of  
6 the PROJECT per additional maintenance of effort in APPLICATION.

7 K. The project is partially funded by Senate Bill 1 (SB-1) and PARTICIPATING AGENCIES  
8 agree to comply with all applicable SB-1 Accountability Guidelines, Local Partnership Program and State  
9 requirements.

10 **ARTICLE 6. DELEGATED AUTHORITY**

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

15 **ARTICLE 7. AUDIT AND INSPECTION**

16 AUTHORITY and PARTICIPATING AGENCIES shall maintain a complete set of records in  
17 accordance with generally accepted accounting principles. Upon reasonable notice, PARTICIPATING  
18 AGENCIES shall permit the authorized representatives of AUTHORITY to inspect and audit all work,  
19 materials, payroll, books, accounts, and other data and records of PARTICIPATING AGENCIES for a  
20 period of five (5) years after final payment, final closeout, or until any on-going audit is completed,  
21 whichever is later. For purposes of audit, the date of completion of this Agreement shall be the date of  
22 AUTHORITY's payment of consultant's final billing (so noted on the paid invoice) under this Agreement.  
23 AUTHORITY shall have the right to reproduce any such books, records, and accounts. The above  
24 provision with respect to audits shall extend to and/or be included in contracts with PARTICIPATING  
25 AGENCIES' contractor.

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1           **ARTICLE 8. INDEMNIFICATION**

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

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

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

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1           **ARTICLE 9. ADDITIONAL PROVISIONS**

2           A.     Term of Agreement: This Agreement shall be in full force and effect through  
3     December 31, 2023.

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

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

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

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

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

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

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

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

6 J. Governing Law: The laws of the State of California and applicable local and federal laws,  
7 regulations and guidelines shall govern this Agreement.

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

10 L. Notices: Any notices, requests, or demands made between the Parties pursuant to this  
11 Agreement are to be directed as follows:

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**COOPERATIVE AGREEMENT NO. C-8-1797  
GARDEN GROVE BOULEVARD – RTSSP**

<b>To GARDEN GROVE:</b>	<b>To AUTHORITY:</b>
City of Garden Grove	Orange County Transportation Authority
11222 Acacia Parkway Garden Grove, CA 92842	550 South Main Street P. O. Box 14184 Orange, CA 92863-1584
Attention: Dai Vu Traffic Engineer Tel: (714) 741-5189 Email: <a href="mailto:daiv@garden-grove.org">daiv@garden-grove.org</a>	Attention: Michael Le Contract Administrator Tel: (714) 560-5314 E-mail: <a href="mailto:mle1@octa.net">mle1@octa.net</a>
<b>To ORANGE:</b>	<b>To WESTMINSTER:</b>
City of Orange	City of Westminster
300 E. Chapman Avenue Orange, CA 92868	8200 Westminster Boulevard Westminster, CA 92683
Attention: Jacki Scott Traffic Engineer Tel: (714) 744-5534 Email: <a href="mailto:jscott@cityoforange.org">jscott@cityoforange.org</a>	Attention: Adolfo Ozaeta Traffic Engineer Tel: (714) 548-3462 Email: <a href="mailto:aenzaeta@ci.westminster.ca.us">aenzaeta@ci.westminster.ca.us</a>
<b>To SANTA ANA:</b>	
City of Santa Ana	
20 Civic Center Plaza, M-43 Santa Ana, CA 92702	
Attention: Cesar Rodriguez Acting Senior Civil Engineer Tel: (714) 647-5626 Email: <a href="mailto:Crodriguez@santa-ana.org">Crodriguez@santa-ana.org</a>	

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

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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-8-1797 to be  
3 executed on the date first written above.

4 **CITY OF GARDEN GROVE**

**ORANGE COUNTY TRANSPORTATION AUTHORITY**

5  
6 By: \_\_\_\_\_  
7 Steve Jones  
8 Mayor

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

9 **ATTEST:**

**APPROVAL RECOMMENDED:**

10  
11 By: \_\_\_\_\_  
12 Teresa Pomeroy, CMC  
13 City Clerk

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

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15 Dated: \_\_\_\_\_  
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**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement No. C-8-1797 to be executed on the date first written above.

**CITY OF ORANGE**

By: \_\_\_\_\_  
Teresa P. Smith  
Mayor

**ATTEST:**

By: \_\_\_\_\_  
Mary E. Murphy  
City Clerk

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
Wayne Winthers  
City Attorney

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

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-8-1797 to be  
3 executed on the date first written above.

4 **CITY OF SANTA ANA**

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6 By: \_\_\_\_\_  
7 Raul Godinez II  
8 City Manager

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9 **ATTEST:**

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11 By: \_\_\_\_\_  
12 Maria D. Huizar  
13 Clerk of the Council

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14 **APPROVED AS TO FORM**

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

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

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

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement No. C-8-1797 to be executed on the date first written above.

**CITY OF WESTMINSTER**

By: \_\_\_\_\_  
Tri Ta  
Mayor

**ATTEST:**

By: \_\_\_\_\_  
Christine Cordon  
City Clerk

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
City Attorney

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

**COOPERATIVE AGREEMENT NO. C-8-1797  
GARDEN GROVE BOULEVARD - RTSSP  
ATTACHMENT A**

**DETAILED LOCAL MATCH COMMITMENT**

**SECTION 1: AGENCY TOTAL MATCH SUMMARY**

AGENCY	CASH MATCH		IN-KIND MATCH*		TOTAL MATCH	
	Primary Implementation	Ongoing Monitoring & Maintenance	Primary Implementation	Ongoing Monitoring & Maintenance	Primary Implementation	Ongoing Monitoring & Maintenance
City of Garden Grove	\$ 438,392.50	\$ 16,560.00	\$ 0		\$ 438,392.50	\$ 16,560.00
	\$ 454,952.50				\$ 454,952.50	
City of Orange	\$ 6,200.05	\$ 720.00	\$ 0		\$ 6,200.05	\$ 720.00
	\$ 6,920.05				\$ 6,920.05	
City of Santa Ana	\$ 4,700.00	\$ 720.00	\$ 0		\$ 4,700.00	\$ 720.00
	\$ 5,420.00				\$ 5,420.00	
City of Westminster	\$ 55,395.00	\$ 6,480.00	\$ 0		\$ 55,395.00	\$ 6,480.00
	\$ 61,875.00				\$ 61,875.00	
<b>TOTAL</b>	<b>\$ 504,687.55</b>	<b>\$ 24,480.00</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 504,687.55</b>	<b>\$ 24,480.00</b>
	<b>\$ 529,167.55</b>		<b>\$ 0</b>		<b>\$ 529,167.55</b>	

*\*In-kind match may be converted to cash match if agency does not satisfy in-kind match commitment by the end of the respective phase. However, Cash Match is NOT allowed to be converted to in-kind match.*

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

**A. Cash Match**

AGENCY	FUNDING SOURCE	AMOUNT OF CASH CONTRIBUTION
City of Garden Grove	Measure M	\$ 454,952.50
City of Orange	Other	\$ 6,920.05
City of Santa Ana	M2 Fairshare	\$ 5,420.00
City of Westminster	Other	\$ 61,875.00
<b>TOTAL</b>		<b>\$ 529,167.55</b>

**B. In-Kind Services**

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

Agency	Improvement	Date of Construction	Expenditure
N/A			
<b>TOTAL</b>			<b>\$ 0</b>

*ii. Staffing Commitment:*

AGENCY	STAFF POSITION	TYPE OF SERVICE TO PROJECT	NO. OF HOURS	FULLY BURDENED HOURLY RATE	TOTAL**
N/A					
<b>Total:</b>					<b>\$ 0</b>
<b>TOTAL IN-KIND MATCH**:</b>					<b>\$ 0</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.**