

1 **COOPERATIVE AGREEMENT NO. C-8-1798**

2 **BETWEEN**

3 **ORANGE COUNTY TRANSPORTATION AUTHORITY**

4 **AND**

5 **CITIES OF ANAHEIM, CYPRESS, GARDEN GROVE, LOS ALAMITOS, ORANGE,**

6 **STANTON, VILLA PARK, AND COUNTY OF ORANGE**

7 **FOR**

8 **KATELLA AVENUE REGIONAL TRAFFIC SIGNAL SYNCHRONIZATION 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 Anaheim, Cypress, Garden Grove, Los

13 Alamitos, Orange, Stanton, Villa Park, and the County of Orange (hereinafter referred to as

14 "PARTICIPATING AGENCIES") each individually known as "Party" and collectively known as the

15 "Parties".

16 **RECITALS:**

17 **WHEREAS**, the AUTHORITY in cooperation with the PARTICIPATING AGENCIES is working

18 together in coordinating traffic signals across multiple jurisdictional boundaries as a part of the Renewed

19 Measure M (M2) Regional Traffic Signal Synchronization Program (RTSSP or Project P) to enhance

20 countywide traffic flow and reduce congestion; and

21 **WHEREAS**, the AUTHORITY has completed the competitive 2018 Call for Projects (hereinafter,

22 "2018 CALL") in support of Project P and awarded Project P funds based on the application (hereinafter,

23 "APPLICATION") prepared by the City of Anaheim (hereinafter referred to as the "APPLICANT

24 AGENCY") for implementation of signal synchronization of traffic signals along Katella Avenue between

25 the intersections of Northbound Interstate-605 freeway on-ramp Los Alamitos to Jamboree Road in Irvine

26 (hereinafter, "PROJECT"); and

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 seventy-three (73) 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 project; and

19 **WHEREAS**, AUTHORITY and each respective Party acknowledge and understand that in-
20 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 approved PROJECT ALLOCATION and APPLICATION,
4 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 One Million Twelve Thousand Three
7 Hundred Forty Seven Dollars (\$1,012,347.00), as shown in Attachment A, or equivalent to at least twenty
8 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 June
15 11, 2018; and

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

18 **WHEREAS**, the City of Anaheim's City Council approved this Agreement on the ____ day of
19 _____, 20____.

20 **WHEREAS**, the City of Cypress' City Council approved this Agreement on the ____ day of
21 _____, 20____.

22 **WHEREAS**, the City of Garden Grove's City Council approved this Agreement on the ____ day
23 of _____, 20____.

24 **WHEREAS**, the City of Los Alamitos' City Council approved this Agreement on the ____ day of
25 _____, 20____.

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1 **WHEREAS**, the City of Orange's City Council approved this Agreement on the ____ day of
2 _____, 20_____.

3 **WHEREAS**, the City of Stanton's City Council approved this Agreement on the ____ day of
4 _____, 20_____.

5 **WHEREAS**, the City of Villa Park's City Council approved this Agreement on the ____ day of
6 _____, 20_____.

7 **WHEREAS**, the County of Orange's Board of Supervisors approved this Agreement on the ____
8 day of _____, 20_____.

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

11 **ARTICLE 1. COMPLETE AGREEMENT**

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

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

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

9 **ARTICLE 2. SCOPE OF AGREEMENT**

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

14 **ARTICLE 3. RESPONSIBILITIES OF AUTHORITY**

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

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

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

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

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

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

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

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

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

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

15 The AUTHORITY as the LEAD AGENCY agrees to the following responsibilities for the
16 implementation of the PROJECT:

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

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

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

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

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

1 F. To prepare a "Before and After Study" for PROJECT as described in the Measure M2
2 Eligibility Guidelines adopted by the AUTHORITY. The "Before and After Study" for the project is
3 considered the equivalent of the required Project Final Report (Measure M2 Ordinance No. 3, Section
4 B.III.9) for PROJECT. The AUTHORITY shall provide the "Before and After Study" to the
5 PARTICIPATING AGENCIES in draft and final formats for review and comment. AGENCY comments
6 shall be noted in the final study. If specified in APPLICATION, AUTHORITY shall provide a "Before and
7 After Study" video of a representative portion of PROJECT at up to two (2) public meetings.

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

9 PARTICIPATING AGENCIES agree to the following responsibilities for implementation and
10 funding of PROJECT:

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

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

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

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

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

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

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

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

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

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

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

17 **ARTICLE 6. DELEGATED AUTHORITY**

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

22 **ARTICLE 7. AUDIT AND INSPECTION**

23 AUTHORITY and PARTICIPATING AGENCIES shall maintain a complete set of records in
24 accordance with generally accepted accounting principles. Upon reasonable notice, PARTICIPATING
25 AGENCIES shall permit the authorized representatives of AUTHORITY to inspect and audit all work,
26 materials, payroll, books, accounts, and other data and records of PARTICIPATING AGENCIES for a

1 period of five (5) years after final payment, final closeout, or until any on-going audit is completed,
2 whichever is later. For purposes of audit, the date of completion of this Agreement shall be the date of
3 AUTHORITY's payment of consultant's final billing (so noted on the paid invoice) under this Agreement.
4 AUTHORITY shall have the right to reproduce any such books, records, and accounts. The above
5 provision with respect to audits shall extend to and/or be included in contracts with PARTICIPATING
6 AGENCIES' contractor.

7 **ARTICLE 8. INDEMNIFICATION**

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

19 B. To the fullest extent permitted by law, AUTHORITY shall defend (at AUTHORITY's sole
20 cost and expense with legal counsel reasonably acceptable to PARTICIPATING AGENCIES), indemnify,
21 protect, and hold harmless PARTICIPATING AGENCIES, including their officers, directors, employees,
22 and agents (collectively the "Indemnified Parties"), from and against any and all liabilities, actions, suits,
23 claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders,
24 penalties, and expenses including legal costs and attorney fees (collectively "Claims"), including but not
25 limited to Claims arising from injuries to or death of persons (AUTHORITY's employees included), for
26 damage to property, including property owned by PARTICIPATING AGENCIES, or from any violation of

1 any federal, state, or local law or ordinance, alleged to be caused by the negligent acts, omissions or
2 willful misconduct of AUTHORITY, its officers, directors, employees or agents in connection with or arising
3 out of the performance of this Agreement.

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

6 **ARTICLE 9. ADDITIONAL PROVISIONS**

7 A. Term of Agreement: This Agreement shall be in full force and effect through December
8 31, 2023.

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

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

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

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

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

25 G. Severability: If any term, provision, covenant or condition of this Agreement is held to be
26 invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the

1 remainder of this Agreement shall not be affected thereby, and each term, provision, covenant or
2 condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

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

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

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

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

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

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To ANAHEIM:	To AUTHORITY:
City of Anaheim	Orange County Transportation Authority
TMC 201 S. Anaheim Boulevard Suite 502 Anaheim, CA 92805	550 South Main Street P. O. Box 14184 Orange, CA 92863-1584
Attention: John Thai Principal Traffic Engineer Tel: (714) 765-5202 Email: jthai@anaheim.net	Attention: Michael Le Contract Administrator Tel: (714) 560-5314 E-mail: mle1@octa.net
To CYPRESS:	To GARDEN GROVE:
City of Cypress	City of Garden Grove
5275 Orange Avenue Cypress, CA 90630	11222 Acacia Parkway Garden Grove, CA 92842
Attention: Keith Carter Traffic Engineer Tel: (714) 229-6750 Email: kcarter@ci.cypress.ca.us	Attention: Dai Vu Traffic Engineer Tel: (714) 741-5189 Email: daiv@garden-grove.org

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**COOPERATIVE AGREEMENT NO. C-8-1798
KATELLA AVENUE – RTSSP**

To LOS ALAMITOS:	To ORANGE:
City of Los Alamitos	City of Orange
3191 Katella Avenue	300 E. Chapman Avenue
Los Alamitos, CA 90720	Orange, CA 92868
Attention: Farhad Iranitalab	Attention: Jacki Scott
Contract Traffic Engineer	Traffic Engineer
Tel: (562) 368-4893	Tel: (714) 744-5534
Email: firanitalab@willdan.com	Email: jscott@cityoforange.org
To STANTON:	To VILLA PARK:
City of Stanton	City of Villa Park
7800 Katella Avenue	17855 Santiago Boulevard
Stanton, CA 90680	Villa Park, CA 92861
Attention: Allan Rigg	Attention: Akram Hindeiyeh
Director of Public Works/City Engineer	Contract Traffic Engineer
Tel: (714) 890-4203	Tel: (949) 639-0561
Email: arigg@ci.stanton.ca.us	E-mail: ahindiyeh@villapark.org
To COUNTY OF ORANGE:	
County of Orange	
300 N. Flower Street	
Santa Ana, CA 92703	
Attention: Edward Frondoso	
Manager – Traffic & Design	
Tel: (714) 245-4596	
Email: Edward.frondoso@ocpw.ocgov.com	

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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-8-1798 to be
3 executed on the date first written above.

4 **CITY OF ANAHEIM**

ORANGE COUNTY TRANSPORTATION AUTHORITY

5 By: _____
6 Tom Tait
7 Mayor

By: _____
Darrell E. Johnson
Chief Executive Officer

8 **ATTEST:**

APPROVAL RECOMMENDED:

9
10 By: _____
11 Theresa Bass, CMC
12 City Clerk

By: _____
Kia Mortazavi
Executive Director, Planning

13 Dated: _____

14 **APPROVED AS TO FORM**

15
16 By: _____
17 Robert Fabela
18 City Attorney

19
20 Dated: _____

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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-8-1798 to be
3 executed on the date first written above.

4 **CITY OF CYPRESS**

5 By: _____
6 Jon Peat
7 Mayor

8 **ATTEST:**

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10 By: _____
11 Denise Basham
12 City Clerk

13 **APPROVED AS TO FORM**

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15 By: _____
16 Anthony R. Taylor
17 City Attorney

18 Dated: _____
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement No. C-8-1798 to be executed on the date first written above.

CITY OF GARDEN GROVE

By: _____
Steven R. Jones
Mayor

ATTEST:

By: _____
Teresa Pomeroy, CMC
City Clerk

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-8-1798 to be
3 executed on the date first written above.

4 **CITY OF LOS ALAMITOS**

5 By: _____
6 Troy D. Edgar
7 Mayor

8 **ATTEST:**

9
10 By: _____
11 Windmera Quintanar, CMC
12 City Clerk

13 **APPROVED AS TO FORM**

14
15 By: _____
16 Michael Daudt
17 City Attorney

18 Dated: _____
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2 IN WITNESS WHEREOF, the parties hereto have caused this Agreement No. C-8-1798 to be
3 executed on the date first written above.

4 **CITY OF ORANGE**

5 By: _____
6 Teresa Smith
7 Mayor

8 **ATTEST:**

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10 By: _____
11 Mary E. Murphy
12 City Clerk

13 **APPROVED AS TO FORM**

14
15 By: _____
16 Wayne W. Winthers
17 City Attorney

18 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-8-1798 to be executed on the date first written above.

CITY OF STANTON

By: _____
David J. Shawver
Mayor

ATTEST:

By: _____
Patricia A. Vasquez
City Clerk

APPROVED AS TO FORM

By: _____
Matthew E. Richardson
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-8-1798 to be
3 executed on the date first written above.

4 **CITY OF VILLA PARK**

5 By: _____
6 Robert Collacott
7 Mayor

8 **ATTEST:**

9
10 By: _____
11 Steve Franks
12 City Clerk

13 **APPROVED AS TO FORM**

14
15 By: _____
16 Todd O. Litfin
17 City Attorney

18 Dated: _____
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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-8-1798 to be
3 executed on the date first written above.

4 **COUNTY OF ORANGE**

5 By: _____
6 Andrew Do
7 Chairman

8 **ATTEST:**

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10 By: _____
11 Robin Stieler
12 Clerk of the Board

13 **APPROVED AS TO FORM**

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15 By: _____
16 Deputy County Counsel

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18 Dated: _____
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COOPERATIVE AGREEMENT NO. C-8-1798
KATELLA AVENUE - 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 Anaheim	\$ 400,002	\$ 10,560	\$ 132,000	\$ 0	\$ 532,002	\$ 10,560
	\$ 410,562		\$ 132,000		\$ 542,562	
City of Cypress	\$ 22,800	\$ 4,800	\$ 0		\$ 22,800	\$ 4,800
	\$ 27,600				\$ 27,600	
City of Garden Grove	\$ 10,020	\$ 960	\$ 0		\$ 10,020	\$ 960
	\$ 10,980				\$ 10,980	
City of Los Alamitos	\$ 102,225	\$ 4,800	\$ 0		\$ 102,225	\$ 4,800
	\$ 107,025				\$ 107,025	
City of Orange	\$ 232,410	\$ 10,080	\$ 15,000	\$ 0	\$ 247,410	\$ 10,080
	\$ 242,490		\$ 15,000		\$ 257,490	
City of Stanton	\$ 11,400	\$ 2,400	\$ 0		\$ 11,400	\$ 2,400
	\$ 13,800				\$ 13,800	
City of Villa Park	\$ 26,160	\$ 960	\$ 0		\$ 26,160	\$ 960
	\$ 27,120				\$ 27,120	
County of Orange	\$ 24,810	\$ 960	\$ 0		\$ 24,810	\$ 960
	\$ 25,770				\$ 25,770	
TOTAL	\$ 829,827	\$ 35,520	\$ 147,000	\$ 0	\$ 976,827	\$ 35,520
	\$ 865,347		\$ 147,000		\$ 1,012,347	

**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 Anaheim		\$ 410,562
City of Cypress		\$ 27,600
City of Garden Grove		\$ 10,980
City of Los Alamitos		\$ 107,025
City of Orange		\$ 242,490
City of Stanton		\$ 13,800
City of Villa Park		\$ 27,120
County of Orange		\$ 25,770
TOTAL		\$ 865,347

B. In-Kind Services

i. Specific Improvements (List items and Cost):

Agency	Improvement	Expenditure
TOTAL		\$

COOPERATIVE AGREEMENT NO. C-8-1798
 KATELLA AVENUE - RTSSP
 ATTACHMENT A

ii. Staffing Commitment:

AGENCY	STAFF POSITION	TYPE OF SERVICE TO PROJECT	NO. OF HOURS	FULLY BURDENED HOURLY RATE	TOTAL**
<i>Total City of _____ :</i>					\$
<i>Total City of _____ :</i>					\$
TOTAL IN-KIND MATCH**:					\$ 147,000

****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.**