

COOPERATIVE AGREEMENT BY AND BETWEEN THE CITIES OF  
HUNTINGTON BEACH, GARDEN GROVE AND WESTMINSTER FOR THE  
VALLEY VIEW STREET/BOLSA CHICA STREET CORRIDOR TRAFFIC  
SIGNAL SYNCHRONIZATION PROJECT

This Cooperative Agreement (“Agreement”) is made and entered into this \_\_\_ day of \_\_\_\_\_, 2022, by and between the CITY OF HUNTINGTON BEACH, the CITY OF GARDEN GROVE and the CITY OF WESTMINSTER.

- A. The City of Huntington Beach, with cooperation from the Cities of Garden Grove and Westminster, applied for a grant from the Orange County Transportation Authority (“OCTA”) Measure M2 Regional Traffic Signal Synchronization Program (“RTSSP”), aimed to coordinate traffic signals across multiple jurisdictions to enhance the countywide traffic flow and reduce congestion.
- B. The Valley View Street/Bolsa Chica Street Corridor Traffic Signal Synchronization Project was selected by OCTA as one of the RTSSP Projects to be funded in OCTA Fiscal Year 2020-2021. A two-year project delay was received from OCTA, with a revised project funding Fiscal Year of 2022-2023. The project will include timing implementation and improvements at traffic signals along Valley View Street/Bolsa Chica Street, from Chapman Avenue in Garden Grove to Warner Avenue in Huntington Beach, as listed in the Project Application attached hereto as Exhibit B and incorporated herein by this reference.
- C. The total budget for the project is \$1,871,410. Of this budget, 80% (\$1,497,120) is funded by the OCTA Regional Traffic Signal Synchronization Program and 20% (\$374,280) is local agencies matching funds. The breakdown is shown in Exhibit A attached hereto and incorporated herein by this reference.
- D. Huntington Beach, Garden Grove and Westminster agree to provide twenty percent (20%) matching funds for the total project cost. Matching funds can be a combination of cash and in-kind match as defined by the RTSSP grant.
- E. OCTA and Huntington Beach have entered into a Master Funding Agreement “Cooperative Agreement No. C-1-2765” defining the terms and conditions for approved Measure M2 projects that will be implemented by Huntington Beach.
- F. Huntington Beach agrees to serve as the lead agency to oversee the design and implementation of the project.
- G. Huntington Beach, Garden Grove and Westminster desire to enter into this Cooperative Agreement to demonstrate their commitment to implement the project and improve inter-jurisdiction traffic signal synchronization on Valley View Street/Bolsa Chica Street.
- H. This Cooperative Agreement defines the specific terms, conditions and funding responsibilities between Huntington Beach, Garden Grove and Westminster for the implementation of the project.

NOW THEREFORE, it is mutually understood and agreed by and between HUNTINGTON BEACH, GARDEN GROVE AND WESTMINSTER:

I. SCOPE:

This Agreement specifies the roles and responsibilities of the cities as they pertain to the subjects and projects addressed herein. The project is specifically detailed in the Project Application attached hereto as Exhibit B and incorporated herein by this reference. All of the cities agreed that each will cooperate and coordinate with the other in all activities covered by this Agreement and any other supplemental agreements that may be required to facilitate purposes thereof.

II. MUTUAL RESPONSIBILITIES:

Huntington Beach, Garden Grove and Westminster mutually agree to:

- a. Designate a lead staff to act as the liaison for the project. The liaison and any other project personnel, if necessary, will attend and participate in all related project meetings.
- b. Participate, cooperate and coordinate with contractors, consultants, vendors and staff in good faith using reasonable efforts to resolve any unforeseen issues and disputes arising out of the project to the extent practicable with respect to the performance of the project.
- c. Maintain project related traffic signals and telecommunications equipment with high priority during the project, and be responsible for repair of their own signal control systems in each of their respective jurisdictions.
- d. Provide on-site support for signal control systems, timing plans, detection systems and related equipment during construction, installation and integration, and be available to change or make adjustments to timing plans when necessitated by the project.
- e. Document in-kind match or dollar match funding as identified in the project application, and provide verification of such expenditures as part of any review or audit process, which may include payroll records, contracts and purchase orders.
- f. Monitor and operate the project traffic signals and improvements within its jurisdiction for a period of two (2) years following the completion of the Primary Implementation Phase of the project, as required by the program funding.
- g. Coordinate the inclusion of other improvements and in-kind services, where necessary, that the owning agency requires for the implementation of the project, but are not included in the project application. The owning agency shall be responsible for the inclusion of such elements within reason and at its own costs.

- h. Unused project funds for improvements from one City can be used by another City (with matching fund responsibility) upon mutual consent of the involved parties.

III. RESPONSIBILITIES OF HUNTINGTON BEACH:

Huntington Beach agrees to the following responsibilities:

- a. Huntington Beach shall serve as lead agency for design and traffic signal timing implementation and shall provide oversight by establishing milestones and overseeing the project development to ensure that all standards and requirements set forth by the agreement is adhered to.
- b. Huntington Beach shall be responsible for completing the project in accordance with the funding guidelines and any and all other OCTA requirements related to these funding programs. Huntington Beach shall maintain coordination with all participating agencies throughout the duration of the project.
- c. Huntington Beach shall provide staff, consultants, and contractors deemed necessary and appropriate to manage, administer, coordinate, and oversee engineering design and timing implementation of the project.
- d. Huntington Beach shall coordinate the work effort of the Project, provide the day-to-day management of the consultant and manage all consultant administration. Huntington Beach shall review the consultant's invoices and pay them accordingly after ensuring that the work has been adequately performed by the consultant.
- e. Huntington Beach shall provide its share of matching fund as shown in Exhibit A attached hereto and incorporated herein by this reference. The final amount may vary and will be based on the 20% of actual cost of implementing all timing, improvements and maintenance, as identified in the project application.
- f. Upon issuance of a Notice to Proceed to the Consultant, Huntington Beach can issue invoices to Garden Grove and Westminster for up to 80% of the cash match amount identified in Exhibit A. The remaining case match amount will be invoiced after completion of the Primary Implementation Phase of the project.
- g. Huntington Beach shall comply with all of the terms and conditions of the Cooperative Agreement with OCTA, including the Project Reporting and Audit Requirements contained therein.

IV. RESPONSIBILITIES OF GARDEN GROVE:

Garden Grove agrees to the following responsibilities:

- a. Garden Grove shall provide its share of matching funds as shown in Exhibit A. The final amount may vary and will be based on the 20% of actual cost of the implementing all timing, improvements and maintenance, as identified in the project application.
- b. Garden Grove shall be responsible for construction contracting, construction administration and construction inspection for all improvements within its jurisdiction. Costs of such inspection services shall be part of the in-kind labor services provided within the matching fund. No additional compensation from the project is provided for providing inspection services.
- c. Garden Grove shall waive all costs and fees related to any and all permits, if such permits are required to perform any project related work in its jurisdiction.

V. RESPONSIBILITIES OF WESTMINSTER:

Westminster agrees to the following responsibilities:

- a. Westminster shall provide its share of matching funds as shown in Exhibit A. The final amount may vary and will be based on the 20% of actual cost of implementing all timing, improvements and maintenance, as identified in the project application.
- b. Westminster shall be responsible for construction contracting, construction administration and construction inspection for all improvements within its jurisdiction. Costs of such inspection services shall be part of the in-kind labor services provided within the matching fund. No additional compensation from the project is provided for providing inspection services.
- c. Westminster shall waive all costs and fees related to any and all permits, if such permits are required to perform any project related work in its jurisdiction.

VI. COMPLETE AGREEMENT

- a. This Agreement, including any attachments incorporated herein and made applicable by reference, constitutes the complete and exclusive statement of the terms and conditions of this Agreement between HUNTINGTON BEACH, GARDEN GROVE AND WESTMINSTER and it supersedes all prior representations, understandings and communications between the parties. The invalidity in whole or in part of any term or condition of this Agreement shall not affect the validity of other term(s) or condition(s) of this Agreement. The above referenced Recitals are true and correct and are incorporated by reference herein.
- b. Any modifications of this Agreement shall only be by amendment upon written mutual consent of all cities. All modifications, amendments, changes and revision of this Agreement in whole or in part, and from time to time, shall be binding upon the cities so long as the same shall be in writing and executed by each agency.
- c. A party's failure to insist on any instance(s) of any other party's performance of any term(s) or condition(s) of this Agreement shall not be construed as a waiver of the non-enforcing party's right to such performance or to future performance of such

term(s) or condition(s), and the non-performing party's obligations in respect thereto shall continue in full force and effect. Changes to any portion of this Agreement shall not be binding upon either party except when specifically confirmed in writing by way of a written amendment to this Agreement between the parties and issued in accordance with the provisions of this Agreement.

## VII. INSURANCE AND INDEMNIFICATION

- a. Each City shall jointly and severally indemnify, defend and hold harmless every other City, its officers, directors, employees and agents from and against any and all claims for any loss or damages, bodily injuries, damage to, or loss of property caused by the negligent acts, omissions or willful misconduct by the City, its officers, directors, employees, or agents in connection with or arising out of the performance of this Agreement.
- b. Each City shall maintain adequate levels of insurance, or self-insurance to assure full indemnification of every other City.

## VIII. ADDITIONAL PROVISIONS

- a. Term of Agreement: This Agreement shall continue in full force and effect until December 31, 2026. This Agreement may be extended at the mutual consent of all parties in writing.
- b. HUNTINGTON BEACH, GARDEN GROVE and WESTMINSTER hereto affirm that they are authorized to execute this Agreement on behalf of said parties and that, by so executing this Agreement, the parties hereto are formally bound to the provisions of this Agreement.
- c. Severability: If any term, provision, covenant or condition of this Agreement is held to be invalid, void or otherwise unenforceable to any extent, by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term, provision, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- d. Counterparts of Agreement: This Agreement may be executed and delivered in any number of counterparts, each of which, when executed and delivered shall be deemed an original and all of which together shall constitute the same agreement. Facsimile and electronic signatures will be permitted.
- e. In the event that the project costs exceed the estimates submitted in the Project Application as prepared, all parties agree to meet and determine project revisions to meet the budget, or a revised funding proposal by the Cities that shall be documented and submitted in writing as a revision to the Agreement.
- f. The parties shall comply with all applicable Federal, State and local laws, statutes, ordinances and regulations of any governmental agency having jurisdiction over the project.

- g. Force Majeure: Any party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by any unforeseeable cause beyond its control, including but not limited to, any incident of fire; flood; acts of God; commandeering of material products, plants or facilities by the Federal, State or local government; national fuel shortage; or, a material act or omission by the other party; when satisfactory evidence of such cause is presented to the other parties, and provided further that such non-performance is unforeseeable beyond the control and is not due to the fault or negligence of the party not performing.
- h. Assignment: Neither this Agreement, nor any of the parties' rights, obligations or duties hereunder may be assigned in whole or in part by any party without the prior written consent of all the other parties in their sole and absolute discretion. Any such attempt at assignment shall be deemed void and of no force and effect. Consent to one assignment shall not be deemed consent to any subsequent assignment, nor the waiver of any rights to, consent to such subsequent assignment.
- i. Obligations to Comply with Law: Nothing herein shall be deemed nor construed to authorize or require any party to issue bonds, notes or other evidences of indebtedness under the terms, in amounts, or for purposes other than as authorized by local, State or Federal law.
- j. Governing Law: The laws of the State of California and applicable local and Federal laws, regulations and guidelines shall govern this Agreement.
- k. Litigation fees: Should litigation arise out of this Agreement for the performance thereof, the court shall award costs and expenses, including attorney's fees, to the prevailing party.
- l. Notices: Any notices, requests or demands made between the parties pursuant to this Agreement are to be directed to:

City of Huntington Beach  
Public Works/Engineering  
Attn: William Janusz, Principal Civil Engineer  
2000 Main Street  
Huntington Beach, CA 92648  
(714) 374-1628

City of Garden Grove  
Public Works Department  
Attn: Dai Vu, City Traffic Engineer  
11222 Acacia Parkway  
Garden Grove, CA 92842

(714) 741-5189

City of Westminster  
Public Works Department  
Attn: Adolfo Ozeata, Transportation Manager  
8200 Westminster Blvd.,  
Westminster, CA 92683  
(714) 554-3462

IX. DELEGATED AUTHORITY

The actions required to be taken by the Cities in this implementation of this Agreement are deleted to its Mayor, City Manager or equivalent designee.

[SIGNATURES ON SUBSEQUENT PAGES]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written:

CITY OF HUNTINGTON BEACH:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

*WV*



IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written:

CITY OF GARDEN GROVE:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written:

CITY OF WESTMINSTER:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

EXHIBIT A  
Valley View Street / Bolsa Chica Street TSSP  
Project Funds Breakdown

AGENCY	PROJECT FUNDS BY AGENCY *	M2 GRANT (80%)	LOCAL MATCH (20%)		
			TOTAL MATCH **	MATCH TYPE	
				CASH	IN-KIND
HUNTINGTON BEACH	\$654,000.00	\$523,200.00	\$134,311.58	\$131,165.58	\$3,146.00
GARDEN GROVE	\$567,300.00	\$453,840.00	\$115,654.74	\$32,494.74	\$83,160.00
WESTMINSTER	\$597,600.00	\$478,080.00	\$122,153.68	\$122,153.68	\$0.00
CALTRANS	\$41,700.00	\$33,360.00	\$0.00	\$0.00	\$0.00
TOTAL	\$1,860,600.00	\$1,488,480.00	\$372,120.00	\$285,814.00	\$86,306.00

\* Unused project funds from one Agency can be transferred to another agency with mutual consent.

\*\* Total match amount may vary; the final match amount will be based on the actual project implementation costs, to be determined at the Primary Implementation Phase of this project.

EXHIBIT B  
PROJECT APPLICATION  
3/19/2020