



BOARD OF DIRECTORS

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Chair

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Director

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Director

Ryan Chamberlain  
Ex-Officio Member

CHIEF EXECUTIVE OFFICE

Darrell Johnson  
Chief Executive Officer

March 2, 2018

William Janusz  
Principal Civil Engineer  
City of Huntington Beach  
2000 Main Street  
Huntington Beach, CA 92648

**SUBJECT: OCTA'S COOPERATIVE AGREEMENT NO. C-7-1828**

Dear William Janusz:

Enclosed please find a hard copy of the executed subject agreement.

Should you have any contractual related questions, please feel free to contact Michael Le at (714) 560-5314 or by e-mail at [mle1@octa.net](mailto:mle1@octa.net).

Sincerely,

Marla Ewing  
Senior Office Specialist  
Contract Administration and Materials Management

Enclosure(s)

1 COOPERATIVE AGREEMENT NO. C-7-1828

2 BETWEEN

3 ORANGE COUNTY TRANSPORTATION AUTHORITY

4 AND

5 CITIES OF ANAHEIM, FOUNTAIN VALLEY, FULLERTON, GARDEN GROVE,

6 HUNTINGTON BEACH, STANTON

7 AND

8 WESTMINSTER

9 FOR

10 MAGNOLIA STREET REGIONAL TRAFFIC SIGNAL SYNCHRONIZATION PROJECT

11 THIS COOPERATIVE AGREEMENT (Agreement), is effective this 1<sup>st</sup> day of March, 2018, by  
12 and between the Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184,  
13 Orange California 92863-1584, a public corporation of the State of California (herein referred to as  
14 "AUTHORITY") and the cities of Anaheim, Fountain Valley, Fullerton, Garden Grove, Huntington Beach,  
15 Stanton, and Westminster; (hereinafter referred to as "PARTICIPATING AGENCIES") each individually  
16 known as "Party" and collectively known as the "Parties".

17 RECITALS:

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

22 WHEREAS, the AUTHORITY has completed the competitive 2016 Call for Projects (hereinafter,  
23 "2016 CALL") in support of Project P and awarded Project P funds based on the application (hereinafter,  
24 "APPLICATION") prepared by the City of Anaheim (hereinafter referred to as the "APPLICANT

25 /

26 /

1 AGENCY") for implementation of signal synchronization of traffic signals along Magnolia Street  
2 (hereinafter, "PROJECT"); and

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

6 **WHEREAS**, the PROJECT will include approximately fifty (50) traffic signalized intersections  
7 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 and  
10 central control systems including Advanced Transportation Controller units (ATC), traffic telematics  
11 and interconnect systems, Advanced Transportation Management Systems (ATMS), Roadside Units  
12 (RSU), and other associated systems (hereinafter collectively referred to as "ITS ELEMENTS"), will  
13 be constructed and/or installed and implemented as part of the PROJECT as identified in the  
14 APPLICATION; and

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

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

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

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



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

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

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

6           **WHEREAS**, the PARTICIPATING AGENCIES per the M2 Ordinance, agree to provide  
7 PROJECT funding in a combined cash and in-kind services match of at Six Hundred Seventy Seven  
8 Thousand Nine Hundred Twenty Three Dollars (\$677,923.00), as shown in Attachment A, or equivalent  
9 to at least twenty percent (20%) of PROJECT cost; and

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

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

15           **WHEREAS**, the AUTHORITY's Board of Directors authorized funding for the PROJECT on  
16 April 11, 2016; and

17           **WHEREAS**, the AUTHORITY's Board of Directors authorized this Cooperative Agreement on the  
18 11<sup>th</sup> day of SEPTEMBER, 2017.

19           **WHEREAS**, the City of Anaheim's City Council approved this Agreement on the 7<sup>th</sup> day of  
20 NOVEMBER, 2017.

21           **WHEREAS**, the City of Fountain Valley's City Council approved this Agreement on the 17<sup>th</sup>  
22 day of OCTOBER, 2017.

23           **WHEREAS**, the City of Fullerton's City Council approved this Agreement on the 7<sup>th</sup> day of  
24 NOVEMBER, 2017.

25           **WHEREAS**, the City of Garden Grove's City Council approved this Agreement on the 10<sup>th</sup> day  
26 of OCTOBER, 2017.

1           **WHEREAS**, the City of Huntington Beach's City Council approved this Agreement on the 6<sup>th</sup>  
2 day of NOVEMBER, 2017.

3           **WHEREAS**, the City of Stanton's City Council approved this Agreement on the 26<sup>th</sup> day of  
4 SEPTEMBER, 2017.

5           **WHEREAS**, the City of Westminster's City Council approved this Agreement on the 31<sup>st</sup> day  
6 of JANUARY, 2018.

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

9           **ARTICLE 1. COMPLETE AGREEMENT**

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

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

23           C. PARTICIPATING AGENCIES' failure to insist on any instance(s) of AUTHORITY's  
24 performance of any term(s) or condition(s) of this Agreement shall not be construed as a waiver or  
25 relinquishment of PARTICIPATING AGENCIES' right to such performance or to future performance of  
26 such term(s) or condition(s), and AUTHORITY's obligation in respect thereto shall continue in full force



1 and effect. Changes to any portion of this Agreement shall not be binding upon PARTICIPATING  
2 AGENCIES except when specifically confirmed in writing by an authorized representative of  
3 PARTICIPATING AGENCIES by way of a written amendment to this Agreement and issued in  
4 accordance with the provisions of this Agreement.

5 **ARTICLE 2. SCOPE OF AGREEMENT**

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

10 **ARTICLE 3. RESPONSIBILITIES OF AUTHORITY**

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

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

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

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

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

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

23 F. AUTHORITY, or agents of AUTHORITY, under this Agreement and upon closeout of  
24 PROJECT, may perform a technical and/or field review to ensure that the CTFP guidelines, policies, and  
25 procedures were followed. Such a review may be performed one hundred and eighty (180) days after the  
26 PROJECT three-year grant period is complete. If the technical and or field review determines that any of

1 the activities performed are ineligible for CTFP funding, PARTICIPATING AGENCIES must reimburse  
2 and return the amount of funding used to perform the ineligible activity to AUTHORITY.

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

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

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

11 The AUTHORITY as the LEAD AGENCY agrees to the following responsibilities for the  
12 implementation of the PROJECT:

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

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

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

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

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

23 F. To prepare a "Before and After Study" for PROJECT as described in the Measure M2  
24 Eligibility Guidelines adopted by the AUTHORITY. The "Before and After Study" for the project is  
25 considered the equivalent of the required Project Final Report (Measure M2 Ordinance No. 3, Section  
26 B.III.9) for PROJECT. The AUTHORITY shall provide the "Before and After Study" to the



1 PARTICIPATING AGENCIES in draft and final formats for review and comment. AGENCY comments  
2 shall be noted in the final study. If specified in APPLICATION, AUTHORITY shall provide a "Before and  
3 After Study" video of a representative portion of PROJECT at up to two (2) public meetings.

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

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

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

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

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

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

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

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

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

24 H. To waive all fees associated with any local agency permits and/or services that may be  
25 required of the AUTHORITY, or its contracted consultant, sub consultants, electrical contractors, and/or  
26 service or equipment providers utilized 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 monitoring 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 **ARTICLE 6. DELEGATED AUTHORITY**

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

12 **ARTICLE 7. AUDIT AND INSPECTION**

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

22 **ARTICLE 8. INDEMNIFICATION**

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

1 claims, 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 (PARTICIPATING AGENCIES' employees  
4 included), for damage to property, including property owned by AUTHORITY, or from any violation of any  
5 federal, state, or local law or ordinance, alleged to be caused by the negligent acts, omissions or willful  
6 misconduct of PARTICIPATING AGENCIES, and their officers, directors, employees or agents in  
7 connection with or arising out of the performance of this Agreement.

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

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

21 **ARTICLE 9. ADDITIONAL PROVISIONS**

22 A. Term of Agreement: This Agreement shall be in full force and effect through  
23 June 30, 2023.

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



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

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

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

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

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

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

21 I. Force Majeure: Either Party shall be excused from performing its obligations under this  
22 Agreement during the time and to the extent that it is prevented from performing by an unforeseeable  
23 cause beyond its control, including but not limited to: any incidence of fire, flood; acts of God;  
24 commandeering of material, products, plants or facilities by the federal, state or local government; national  
25 fuel shortage; or a material act or omission by the other Party, when satisfactory evidence of such cause

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**COOPERATIVE AGREEMENT NO. C-7-1828  
MAGNOLIA STREET - RTSSP**

1 is presented to the other Party, and provided further that such nonperformance is unforeseeable, beyond  
2 the control and is not due to the fault or negligence of the Party not performing.

3 J. Assignment: Neither this Agreement, nor any of the Parties' rights, obligations, duties, or  
4 authority hereunder may be assigned in whole or in part by either Party without the prior written consent  
5 of the other Party in its sole and absolute discretion. Any such attempt of assignment shall be deemed  
6 void and of no force and effect. Consent to one assignment shall not be deemed consent to any  
7 subsequent assignment, nor the waiver of any right to consent to such subsequent assignment.

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

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

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

<b>To ANAHEIM:</b>	<b>To AUTHORITY:</b>
City of Anaheim	Orange County Transportation Authority
201 S. Anaheim Blvd. 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) 765-5294 Email: <a href="mailto:jthai@anaheim.net">jthai@anaheim.net</a>	Attention: Michael Le Contract Administrator Tel: (714) 560-5314 E-mail: <a href="mailto:mle1@octa.net">mle1@octa.net</a>

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**COOPERATIVE AGREEMENT NO. C-7-1828  
MAGNOLIA STREET - RTSSP**

<b>To FOUNTAIN VALLEY:</b>	<b>To FULLERTON:</b>
City of Fountain Valley	City of Fullerton
10200 Slater Avenue Fountain Valley, CA 92708	303 West Commonwealth Avenue Fullerton, CA 92832
Attention: Temo Galvez Deputy Director Public Works/ City Engineer Tel: (714) 593-4517 Email: <a href="mailto:temo.galvez@fountainvalley.org">temo.galvez@fountainvalley.org</a>	Attention: Don Hoppe Public Works Director Tel: (714) 738-6864 Email: <a href="mailto:dhoppe@cityoffullerton.com">dhoppe@cityoffullerton.com</a>

<b>To GARDEN GROVE:</b>	<b>To HUNTINGTON BEACH:</b>
City of Garden Grove	City of Huntington Beach
11222 Acacia Parkway Garden Grove, CA 92842	2000 Main Street Huntington Beach, CA 92648
Attention: Dai Vu Traffic Engineer Tel: (714) 741-5189 Email: <a href="mailto:daiv@garden-grove.org">daiv@garden-grove.org</a>	Attention: William Janusz Principal Civil Engineer Tel: (714) 374-1628 Email: <a href="mailto:wjanusz@surfcity-hb.org">wjanusz@surfcity-hb.org</a>

<b>To STANTON:</b>	<b>To WESTMINSTER:</b>
City of Stanton	City of Westminster
7800 Katella Avenue Stanton, CA 90680	8200 Westminster Blvd. Westminster, CA 92683
Attention: Allan Rigg Public Works Director/City Engineer Tel: (714) 890-4203 Email: <a href="mailto:arigg@ci.stanton.ca.us">arigg@ci.stanton.ca.us</a>	Attention: Adolfo Ozaeta, P.E. Traffic Engineer Tel: (714) 548-3462 Email: <a href="mailto:aozaeta@ci.westminster.ca.us">aozaeta@ci.westminster.ca.us</a>

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement No. C-7-1828 to be executed on the date first written above.

CITY OF ANAHEIM

ORANGE COUNTY TRANSPORTATION AUTHORITY

By: James Vanderbilt  
Tom Tait  
Mayor  
James Vanderbilt, Mayor Pro Tem

By: [Signature]  
Darrell Johnson  
Chief Executive Officer

ATTEST:

APPROVED AS TO FORM:

By: [Signature]  
Theresa Bass  
Acting City Clerk

By: Cassie Tuperon, for  
James M. Donich  
General Counsel

APPROVED AS TO FORM:

APPROVAL RECOMMENDED:

By: [Signature]  
Deputy City Attorney

By: [Signature]  
Kia Mortazavi  
Executive Director, Planning

Dated: 10/21/17

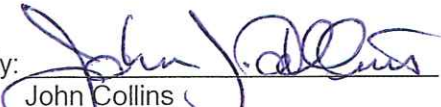
Dated: 2.28.18



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-7-1828 to be  
3 executed on the date first written above.

4 **CITY OF FOUNTAIN VALLEY**

5 By:   
6 John Collins  
7 Mayor

8 **ATTEST:**

9  
10 By:   
11 Rick Miller  
12 City Clerk

13 **APPROVED AS TO FORM:**

14 By:   
15 City Attorney

16 Dated: 10-17-17

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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-7-1828 to be  
3 executed on the date first written above.

4 **CITY OF FULLERTON**

5 By: Bruce Whitaker  
6 Bruce Whitaker  
7 Mayor

8 **ATTEST:**

9   
10 By: \_\_\_\_\_  
11 Lucinda Williams  
12 City Clerk

13 **APPROVED AS TO FORM:**

14   
15 By: \_\_\_\_\_  
16 City Attorney

17 Dated: 9-20-17  
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1 This Agreement shall be made effective upon execution by all Parties.

2  
3 **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement No. C-7-1828 to be  
4 executed on the date first written above.

5 **CITY OF GARDEN GROVE**

6 By:   
7 Steven R. Jones  
Mayor

8  
9 **ATTEST:**

10  
11 By:   
12 Teresa Pomeroy  
City Clerk

13  
14 **APPROVED AS TO FORM**

15 By:   
16 Omar Sandoval  
City Attorney

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

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COOPERATIVE AGREEMENT NO. C-7-1828  
MAGNOLIA STREET - RTSSP

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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-7-1828 to be executed on the date first written above.

CITY OF HUNTINGTON BEACH  
By: Barbara Delgleize  
Barbara Delgleize  
Mayor

ATTEST:  
By: Robin Estanislau  
Robin Estanislau  
City Clerk

APPROVED AS TO FORM  
By: Michael E. Gates  
Michael E. Gates  
City Attorney *MV*

Travis Hopkins  
Travis Hopkins,  
Director of Public Works

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

Dated: 9/26/17

ORIGINAL

COOPERATIVE AGREEMENT NO. C-7-1828  
MAGNOLIA STREET - RTSSP

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-7-1828 to be  
3 executed on the date first written above.

4 CITY OF STANTON

5 By: *Carol Warren*  
6 Carol Warren  
7 Mayor

8 ATTEST:

9 By: *Patricia A. Vazquez*  
10 Patricia A. Vazquez  
11 City Clerk



12 APPROVED AS TO FORM

13 By: *Elizabeth Wagner Hull*  
14 Matthew Richardson  
15 City Attorney

16 Dated: 09/26/2017

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2 **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement No. C-7-1828 to be  
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 ~~Amanda Jensen~~ **CHRISTINE GORDON**  
City Clerk

12 **APPROVED AS TO FORM**

13  
14 By:   
15 City Attorney

16 Dated: 2/13/18

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**COOPERATIVE AGREEMENT NO. C-7-1828  
MAGNOLIA STREET - RTSSP  
ATTACHMENT A**

**DETAILED LOCAL MATCH COMMITMENT**

**SECTION 1: AGENCY TOTAL MATCH SUMMARY**

AGENCY	CASH MATCH		IN-KIND MATCH*		TOTAL MATCH	
	PI	OMM	PI	OMM	PI	OMM
City of Anaheim	\$179,141	\$4,320	\$ 0		\$179,141	\$4,320
	\$ 183,461				\$ 183,461	
City of Fountain Valley	\$37,870	\$2,880	\$ 0		\$37,870	\$2,880
	\$ 40,750				\$ 40,750	
City of Fullerton	\$39,906	\$3,360	\$50,225	\$0	\$90,131	\$3,360
	\$ 43,266		\$ 50,225		\$ 93,491	
City of Garden Grove	\$117,450	\$4,320	\$ 0		\$117,450	\$4,320
	\$ 121,770				\$ 121,770	
City of Huntington Beach	\$140,773	\$4,320	\$ 0		\$140,773	\$4,320
	\$ 145,093				\$ 145,093	
City of Stanton	\$47,194	\$1,920	\$ 0		\$47,194	\$1,920
	\$ 49,114				\$ 49,114	
City of Westminster	\$41,364	\$2,880	\$ 0		\$41,364	\$2,880
	\$ 44,244				\$ 44,244	
<b>TOTAL</b>	<b>\$603,698</b>	<b>\$24,000</b>	<b>\$50,225</b>	<b>\$0</b>	<b>\$653,923</b>	<b>\$24,000</b>
	<b>\$ 627,698</b>		<b>\$ 50,225</b>		<b>\$ 677,923</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.*

**COOPERATIVE AGREEMENT NO. C-7-1828  
MAGNOLIA STREET - RTSSP  
ATTACHMENT A**

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

**A. Cash Match**

AGENCY	FUNDING SOURCE	AMOUNT OF CASH CONTRIBUTION
City of Anaheim	Gas Tax	\$ 183,461
City of Fountain Valley	Measure M Turnback	\$ 40,750
City of Fullerton	50% Gas Tax 50% Mitigation Fees	\$ 43,266
City of Garden Grove	M2 Fairshare	\$ 121,770
City of Huntington Beach	AQMD	\$ 145,093
City of Stanton	Gas Tax	\$ 49,114
City of Westminster	Gas Tax	\$ 44,244
<b>TOTAL</b>		<b>\$ 627,698</b>

**B. In-Kind Services**

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

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

*ii. Staffing Commitment:*

AGENCY	STAFF POSITION	TYPE OF SERVICE TO PROJECT	NO. OF HOURS	FULLY BURDENED HOURLY RATE	TOTAL**
Fullerton	TBD	TBD	TBD	TBD	\$ 50,225
<b>Total :</b>					<b>\$ 50,225</b>
<b>TOTAL IN-KIND MATCH**:</b>					<b>\$ 50,225</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. R**