

1 COOPERATIVE AGREEMENT NO. C-3-3058

2 BETWEEN

3 ORANGE COUNTY TRANSPORTATION AUTHORITY

4 AND

5 CITIES OF HUNTINGTON BEACH, LA HABRA, LAKE FOREST, NEWPORT BEACH,

6 RANCHO SANTA MARGARITA, SEAL BEACH, AND YORBA LINDA

7 FOR

8 ALTERNATIVE SIGNAL COMMUNICATION DEMONSTRATION PROJECT

9 THIS COOPERATIVE AGREEMENT (Agreement), is effective this _____ day of
10 _____, 202_ ("Effective Date"), by and between the Orange County Transportation
11 Authority, 550 South Main Street, P.O. Box 14184, Orange California 92863-1584, a public corporation
12 of the State of California (herein referred to as "AUTHORITY") and the cities of Huntington Beach, La
13 Habra, Lake Forest, Newport Beach, Rancho Santa Margarita, Seal Beach, and Yorba Linda (hereinafter
14 referred to as each a "PARTICIPATING AGENCY", collectively as the "PARTICIPATING AGENCIES"),
15 each individually known as "Party" and collectively known as the "Parties".

16 **RECITALS:**

17 **WHEREAS**, AUTHORITY and PARTICIPATING AGENCIES agree to evaluate, select, and
18 implement alternative signal communication solutions as a demonstration for the region to evaluate; and

19 **WHEREAS**, on June 13, 2022, AUTHORITY entered into an agreement with Iteris, Inc. (Iteris),
20 for a demonstration of alternative signal communication solutions; and

21 **WHEREAS**, PARTICIPATING AGENCIES have indicated their desire to upgrade or install new
22 communication infrastructure as part of the Alternative Signal Communication Demonstration Project
23 (hereinafter referred to as "PROJECT"); and

24 **WHEREAS**, the PROJECT will include twenty-two (22) traffic signal communication network
25 infrastructure upgrades, as identified in Attachment A; and

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1 **WHEREAS**, the PROJECT will include communication network infrastructure upgrades, such as
2 hardware to support the management of each PARTICIPATING AGENCY's traffic network; and

3 **WHEREAS**, PARTICIPATING AGENCIES will each be responsible for their jurisdictional portion
4 of the operation and maintenance of PROJECT; and

5 **WHEREAS**, AUTHORITY and PARTICIPATING AGENCIES have previously cooperated, and
6 will continue to cooperate, in carrying out traffic signal synchronization and other Intelligent Transportation
7 Systems (ITS) improvements; and

8 **WHEREAS**, AUTHORITY and PARTICIPATING AGENCIES acknowledge their mutual desire to
9 enter into this Cooperative Agreement to formalize the terms and conditions and to establish guidelines
10 and responsibilities between AUTHORITY and PARTICIPATING AGENCIES, for mutually agreed upon
11 services for the improvement of the PROJECT.

12 **NOW, THEREFORE**, it is mutually understood and agreed by AUTHORITY and
13 PARTICIPATING AGENCIES as follows:

14 **ARTICLE 1. COMPLETE AGREEMENT**

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

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

1 amendment to this Agreement and issued in accordance with the provisions of this Agreement.

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

10 **ARTICLE 2. SCOPE OF AGREEMENT**

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

15 **ARTICLE 3. RESPONSIBILITIES OF AUTHORITY**

16 AUTHORITY agrees to the following responsibilities for PROJECT:

17 A. To oversee the procurement, configuration, and installation of ITS devices at
18 PARTICIPATING AGENCY-specified intersections to enable communication from the traffic controllers
19 and the PARTICIPATING AGENCIES' Advanced Traffic Management System (ATMS) at no cost to the
20 PARTICIPATING AGENCIES.

21 B. To accept responsibility for and to maintain in good condition the AUTHORITY installed ITS
22 devices for the duration of the PROJECT.

23 C. To provide instructions, manuals, guidance, and formats to PARTICIPATING AGENCIES to
24 enable PARTICIPATING AGENCIES to comply with the monitoring and reporting requirements for the
25 duration of the PROJECT.

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1 D. To remove any AUTHORITY installed ITS devices at the conclusion of the PROJECT upon
2 request by a PARTICIPATING AGENCY, at no cost to PARTICIPATING AGENCIES.

3 **ARTICLE 4. RESPONSIBILITIES OF PARTICIPATING AGENCIES**

4 PARTICIPATING AGENCIES agree to the following responsibilities for PROJECT:

5 A. To designate intersections within PARTICIPATING AGENCY's jurisdiction for AUTHORITY
6 to install ITS devices for the PROJECT.

7 B. To be solely responsible for maintaining the PARTICIPATING AGENCY's traffic signal
8 operation utilized for the PROJECT within PARTICIPATING AGENCY's jurisdiction, except for
9 AUTHORITY installed ITS devices.

10 C. To inform AUTHORITY of new traffic signal installations and any traffic signal modifications,
11 to PARTICIPATING AGENCY's overall traffic signal system, which would materially affect performance
12 of traffic signal communication by AUTHORITY installed ITS devices.

13 D. To continue to be responsible for and to maintain in good condition appropriate traffic signal
14 controllers for PARTICIPATING AGENCY's traffic signal operation within such PARTICIPATING
15 AGENCY's jurisdiction for the duration of the PROJECT.

16 E. To evaluate and accept all implementation of the PROJECT in PARTICIPATING AGENCY's
17 jurisdiction in accordance with PARTICIPATING AGENCY's requirements.

18 F. To be responsible for monitoring the devices and the communication links between the traffic
19 signal controllers and PARTICIPATING AGENCY's ATMS to ensure they stay operational.

20 G. To accept responsibility for and to maintain in good condition the AUTHORITY installed ITS
21 devices within AGENCY's jurisdiction upon completion of PROJECT; or, at a PARTICIPATING
22 AGENCY's sole discretion, to request that AUTHORITY remove AUTHORITY installed ITS devices at no
23 cost to PARTICIPATING AGENCIES following completion the PROJECT.

24 **ARTICLE 5. MUTUAL RESPONSIBILITIES OF PARTIES**

25 AUTHORITY and PARTICIPATING AGENCIES agrees to the following responsibilities for
26 PROJECT:

1 A. To work together in good faith, using reasonable efforts to resolve any unforeseen issues and
2 disputes arising out of the performance of this Agreement.

3 B. This Agreement shall not be construed as changing the role of a PARTICIPATING AGENCY
4 in upgrading its existing communication infrastructure, within its jurisdiction.

5 **ARTICLE 6. DELEGATED AUTHORITY**

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

10 **ARTICLE 7. AUDIT AND INSPECTION**

11 AUTHORITY and PARTICIPATING AGENCIES shall maintain a complete set of records in
12 accordance with generally accepted accounting principles. Upon reasonable notice, PARTICIPATING
13 AGENCIES shall permit the authorized representatives of the AUTHORITY to inspect and audit all work,
14 materials, payroll, books, accounts, and other data and records of PARTICIPATING AGENCIES for a
15 period of four (4) years after final payment, or until any on-going audit is completed. For purposes of
16 audit, the date of completion of this Agreement shall be the date of PARTICIPATING AGENCIES
17 payment of AUTHORITY's final billing (so noted on the invoice) under this Agreement. AUTHORITY shall
18 have the right to reproduce any such books, records, and accounts. The above provision with respect to
19 audits shall extend to and/or be included in contracts with PARTICIPATING AGENCIES contractor.

20 **ARTICLE 8. INDEMNIFICATION**

21 A. To the fullest extent permitted by law, PARTICIPATING AGENCIES shall defend (at
22 PARTICIPATING AGENCIES sole cost and expense with legal counsel reasonably acceptable to
23 AUTHORITY), indemnify, protect, and hold harmless AUTHORITY, its officers, directors, employees, and
24 agents (collectively the "Indemnified Parties"), from and against any and all liabilities, actions, suits,
25 claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders,
26 penalties, and expenses including legal costs and attorney fees (collectively "Claims"), including but not

1 limited to Claims arising from injuries to or death of persons (PARTICIPATING AGENCIES employees
2 included), for damage to property, including property owned by AUTHORITY, or from any violation of any
3 federal, state, or local law or ordinance, by the negligent acts, omissions or willful misconduct of
4 PARTICIPATING AGENCIES, its officers, directors, employees or agents in connection with or arising
5 out of the performance of this Agreement.

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

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

19 **ARTICLE 9. ADDITIONAL PROVISIONS**

20 A. Term of Agreement: This Agreement shall be in full force and effect through
21 December 31, 2024.

22 B. Termination: In the event either Party defaults in the performance of their obligations under
23 this Agreement or breaches any of the provisions of this Agreement, the non-defaulting Party shall have
24 the option to terminate this Agreement upon thirty (30) days' prior written notice to the other Party.

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1 C. Termination for Convenience: Either Party may terminate this Agreement for its convenience
2 by providing thirty (30) days' prior written notice of its intent to terminate for convenience to the other
3 Party.

4 D. AUTHORITY and PARTICIPATING AGENCIES shall comply with all applicable federal, state,
5 and local laws, statutes, ordinances and regulations of any governmental authority having jurisdiction
6 over the PROJECT.

7 E. Legal Authority: AUTHORITY and PARTICIPATING AGENCIES hereto consent that they
8 are authorized to execute this Agreement on behalf of said Parties and that, by so executing this
9 Agreement, the Parties hereto are formally bound to the provisions of this Agreement.

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

14 G. Counterparts of Agreement: This Agreement may be executed and delivered in any number
15 of counterparts, each of which, when executed and delivered shall be deemed an original and all of which
16 together shall constitute the same agreement. Electronic signatures will be permitted.

17 H. Amendments: This Agreement may be amended in writing at any time by the mutual consent
18 of all Parties. No amendment shall have any force or effect unless executed in writing by both Parties.

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

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J. Assignment: Neither this Agreement, nor any of the Parties' rights, obligations, duties, or authority hereunder may be assigned in whole or in part by either Party without the prior written consent of the other Party in its sole and absolute discretion. Any such attempt of 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 right to consent to such subsequent assignment.

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

L. Litigation fees: Should any of the Parties commence an action against any of the other Parties, either legal, administrative or otherwise, to enforce or interpret the provisions of this Agreement, the court shall award costs and expenses, including attorney's fees, to the prevailing party.

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

To HUNTINGTON BEACH:	To AUTHORITY:
2000 Main Street Huntington Beach, California 92648 Attention: William F. Janusz Principal Civil Engineer Tel: (714) 374-1628 E-mail: wjanusz@surfcity-hb.org	550 S. Main Street P.O. Box 14184 Orange, California 92863-1584 Attention: Megan Bornman Senior Contract Administrator Tel: (714) 560-5064 E-mail: mbornman@octa.net
To LA HABRA: 110 East La Habra Boulevard La Habra, California 90631 Attention: Michael Plotnik Traffic Manager Tel: (562) 383-4162 E-mail: mplotnik@lahabraca.gov / /	CC: Alicia Yang Project Manager Tel: (714) 560-5362 E-mail: ayang@octa.net

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<p>To LAKE FOREST: 100 Civic Center Drive Lake Forest, California 92630 Attention: Tran Tran Traffic Engineering Manager – Public Works Tel: (949) 461-3485 E-mail: ttran@lakeforestca.gov</p>
<p>To NEWPORT BEACH: 100 Civic Center Drive Newport Beach, California 92660 Attention: Brad Sommers City Traffic Engineer Tel: (949) 644-3326 E-mail: bsommers@newportbeachca.gov</p>
<p>To RANCHO SANTA MARGARITA: 22112 El Paseo Rancho Santa Margarita, California 92688 Attention: Wilson Leung Principal Engineer Tel: (949) 635-1800 ext. 6506 E-mail: wleung@cityofrsm.org</p>
<p>To SEAL BEACH: 211 8th Street Seal Beach, California 90740 Attention: Iris Lee Director of Public Works Tel: (562) 431-2527 E-mail: ilee@sealbeachca.gov / / /</p>

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To YORBA LINDA:
4845 Casa Loma Avenue
Yorba Linda, California 92886
Attention: Tony L. Wang
Traffic Engineering Manager
Tel: (714) 961-7175
E-mail: twang@yorbalindaca.gov

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement No. C-3-3058 to be executed as of the date of the last signature below.

CITY OF HUNTINGTON BEACH

ORANGE COUNTY TRANSPORTATION AUTHORITY

By: _____
Gracey Van Der Mark
Mayor

By: _____
Lydia Bilynsky
Department Manager, Capital Projects


ATTEST:

APPROVED AS TO FORM:

By: _____
Robin Estanislau
City Clerk

By: James Donich
JamesDonich (Dec 29, 2023 13:22 PST)
James M. Donich
General Counsel

APPROVED AS TO FORM

By:  _____ *cc H*
Michael E. Gates
City Attorney

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement No. C-3-3058 to be executed as of the date of the last signature below.

CITY OF LA HABRA

By: _____
Albert Mendoza
City Manager

ATTEST:

By: _____
Laurie Swindell
City Clerk

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement No. C-3-3058 to be executed as of the date of the last signature below.

CITY OF LAKE FOREST

By: _____
Thomas E. Wheeler
Director of Public Works

ATTEST:

By: _____
Lisa Berglund
City Clerk

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement No. C-3-3058 to be executed as of the date of the last signature below.

CITY OF NEWPORT BEACH

By: _____
Brad Sommers
City Traffic Engineer

ATTEST:

By: _____
Leilani I. Brown
City Clerk

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement No. C-3-3058 to be executed as of the date of the last signature below.

CITY OF RANCHO SANTA MARGARITA

By: _____
Wilson Leung
Principal Engineer

ATTEST:

By: _____
Amy Diaz
City Clerk

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement No. C-3-3058 to be executed as of the date of the last signature below.

CITY OF SEAL BEACH

By: _____
Iris Le
Director of Public Works

ATTEST:

By: _____
Gloria Harper
City Clerk

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement No. C-3-3058 to be executed as of the date of the last signature below.

CITY OF YORBA LINDA

By: _____
Mark Pulone
City Manager

ATTEST:

By: _____
Marcia Brown
City Clerk

**AGREEMENT NO. C-3-3058
ATTACHMENT A**

No	City	North/South	East/West
1	Huntington Beach	Bolsa Chica Street	Heil Avenue
2		Del Mar Lane	Heil Avenue
3		Graham Street	Heil Avenue
4		Springdale Street	Heil Avenue
5		Trudy Lane	Heil Avenue
6		Edward Street	Heil Avenue
7		Goldenwest Street	Heil Avenue
8		Gothard Street	Heil Avenue
9	La Habra	Euclid Street	Bridenbecker Avenue
10		Euclid Street	Lambert Road
11	Lake Forest	El Toro Road	Pheasant Run
12		El Toro Road	Ridgeline Road
13	Newport Beach	Bayside Drive	Pedestrian Signal at Promontory
14	Rancho Santa Margarita	Via Arribo	Melinda Road
15		Via Regressos	Melinda Road
16		Rancho Trabuco	Melinda Road
17		Altisima	Melinda Road
18	Seal Beach	Heather Street	Lampson Avenue
19		Rose Street	Lampson Avenue
20		Tulip Street	Lampson Avenue
21	Yorba Linda	Lakeview Avenue	Bastanchury Road
22		Lakeview Avenue	Lemon Drive