



**COOPERATIVE AGREEMENT NO. C-1-3598  
FIRST STREET / BOLSA AVENUE RTSSP PROJECT**

1           **WHEREAS**, the PARTICIPATING AGENCIES agree to abide by the Comprehensive  
2 Transportation Funding Program Guidelines and M2 Ordinance, including all revisions; and

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

6           **WHEREAS**, the PROJECT will include approximately fifty five (55) traffic signalized  
7 intersections along the main corridor and five (5) offset from the main corridor as identified in the  
8 APPLICATION; and

9           **WHEREAS**, the PROJECT will include Intelligent Transportation System (ITS) elements as  
10 identified in the APPLICATION and other associated systems (hereinafter collectively referred to as  
11 “ITS ELEMENTS”), that will be constructed and/or installed and implemented as part of the PROJECT  
12 as identified in the 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  
15 before or at the same time as the construction of the PROJECT and are not part of this Agreement;  
16 and

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

19           **WHEREAS**, AUTHORITY and each respective Party acknowledges and understands that  
20 in-house resources (staff hours) from Party will provide various services for the PROJECT per the  
21 APPLICATION; and

22           **WHEREAS**, AUTHORITY and each respective Party acknowledge and understand that  
23 PROJECT costs for various types of additional work required by each respective Party may not have  
24 been included in the original application and therefore costs are not included in the PROJECT  
25 allocation; and

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1           **WHEREAS**, AUTHORITY and each respective Party agree that these additional costs will be  
2 paid by the PROJECT with written approval by AUTHORITY, which may result in additional dollar  
3 match; and

4           **WHEREAS**, Parties acknowledge and understand that the costs for the additional work may  
5 be reversed by AUTHORITY's Audit; and

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

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

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

13          **WHEREAS**, the AUTHORITY's Board of Directors authorized funding for the PROJECT on  
14 May 10, 2021; and

15          **WHEREAS**, the AUTHORITY's Board of Directors authorized this cooperative agreement on  
16 August 9, 2021.

17          **WHEREAS**, the City of Huntington Beach's City Council approved this Agreement on the \_\_\_\_  
18 day of \_\_\_\_\_, 20\_\_\_\_.

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

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

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

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1           **WHEREAS**, the County of Orange’s Director of Public Works, with authority delegated by the  
2 County of Orange’s Board of Supervisors approved this Agreement on the \_\_\_\_day of  
3 \_\_\_\_\_, 20\_\_\_\_\_.

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

6           **ARTICLE 1. COMPLETE AGREEMENT**

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

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

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

1 PARTICIPATING AGENCIES by way of a written amendment to this Agreement and issued in  
2 accordance with the provisions of this Agreement.

3 **ARTICLE 2. SCOPE OF AGREEMENT**

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

8 **ARTICLE 3. RESPONSIBILITIES OF AUTHORITY**

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

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

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

15 C. AUTHORITY shall provide formats, templates, and guidance in reporting requirements as  
16 described in the CTFP Guidelines.

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

23 E. AUTHORITY shall invoice the PARTICIPATING AGENCIES for twenty percent (20%) of  
24 actual costs at the end of the Primary Implementation phase or at a mutually agreed upon time to  
25 facilitate any respective Party funding timeframes. The estimated match per the APPLICATION is  
26 outlined in Attachment A.

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

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

6           The AUTHORITY, as the LEAD AGENCY, agrees to the following responsibilities for the  
7 implementation of the PROJECT:

8           A.       AUTHORITY, or agents of the AUTHORITY, shall manage, procure, implement, and  
9 complete all aspects of the PROJECT as identified in the APPLICATION, including filing all  
10 documentation necessary to comply with the California Environmental Quality Act (CEQA) regulations for  
11 the PROJECT.

12          B.       AUTHORITY, or agents of the AUTHORITY, shall coordinate outreach with  
13 PARTICIPATING AGENCIES for the PROJECT.

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

18          D.       AUTHORITY, or agents of the AUTHORITY, shall develop and implement new timing  
19 plans optimized for signal synchronization.

20          E.       AUTHORITY, or agents of the AUTHORITY, shall provide updated timing plans for all  
21 control systems and all relevant data used to develop said plans to the PARTICIPATING AGENCIES.

22          F.       AUTHORITY, or agents of the AUTHORITY, shall prepare a "Primary Implementation  
23 Report" and "Operations and Maintenance Report" for the PROJECT as described in the Measure M2  
24 Eligibility Guidelines and CTFP Guidelines adopted by the AUTHORITY. The AUTHORITY shall provide  
25 the reports to the PARTICIPATING AGENCIES in draft and final formats for review and comment.  
26 AGENCY comments shall be noted in the final study. If specified in the APPLICATION, AUTHORITY, or

1 agents of the AUTHORITY, shall provide a “Before and After Study” video of a representative portion of  
2 PROJECT at up to two (2) public meetings.

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

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

6 A. PARTICIPATING AGENCIES shall provide a technical representative to meet and  
7 participate as a member of the PROJECT’s Traffic Forum.

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

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

13 D. PARTICIPATING AGENCIES shall provide AUTHORITY, or agents of the  
14 AUTHORITY, all current intersection as-built drawings, all current intersections controller assembly  
15 plans as provided by the manufacturer and modified by Party since original installation, local field  
16 master, local controller, and Advanced Traffic Management System timing plans and other ITS related  
17 data upon request.

18 E. PARTICIPATING AGENCIES shall each provide the AUTHORITY with a combined  
19 dollar and in-kind services match, totaling at least twenty percent (20%) of actual PROJECT costs.  
20 The APPLICATION estimated this amount to be Seven Hundred Seventy Four Thousand Three  
21 Hundred Seventy Eight Dollars (\$774,378.00) as shown in Attachment A. PARTICIPATING  
22 AGENCIES shall work with AUTHORITY to address and mitigate budget impacts. Failure to provide  
23 local dollar match and/or evidence of in-kind services match may result in the ineligibility of future  
24 participation in competitive funding opportunities.

25 F. PARTICIPATING AGENCIES shall provide payment for the dollar match to  
26 AUTHORITY within thirty (30) calendar days of receipt of an invoice.

1           G.     PARTICIPATING AGENCIES that have included an in-kind services match, as  
2 identified in Attachment A, shall provide documentation of conformance as part of the semi-annual  
3 review process or as requested by the AUTHORITY, or agents of the AUTHORITY.

4           H.     PARTICIPATING AGENCIES shall waive all fees associated with any local agency  
5 permits that may be required of the consultant, subconsultants, and/or service or equipment providers  
6 in the performance of the PROJECT.

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

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

14           **ARTICLE 6. DELEGATED AUTHORITY**

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

19           **ARTICLE 7. AUDIT AND INSPECTION**

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

1 AUTHORITY shall have the right to reproduce any such books, records, and accounts. The above  
2 provision with respect to audits shall extend to and/or be included in contracts with PARTICIPATING  
3 AGENCIES' contractor.

4 **ARTICLE 8. INDEMNIFICATION**

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

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

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

3 **ARTICLE 9. ADDITIONAL PROVISIONS**

4 A. Term of Agreement: This Agreement shall be in full force and effect through  
5 December 31, 2026.

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

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

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

16 E. AUTHORITY and Parties shall comply with all applicable federal, state, and local laws,  
17 statues, ordinances, and regulations of any governmental authority having jurisdiction over the  
18 PROJECT.

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

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

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

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

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

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

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

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**COOPERATIVE AGREEMENT NO. C-1-3598  
FIRST STREET / BOLSA AVENUE RTSSP PROJECT**

<p><b>To SANTA ANA:</b></p>	<p><b>To AUTHORITY:</b></p>
<p>City of Santa Ana</p>	<p>Orange County Transportation Authority</p>
<p>20 Civic Center Plaza Santa Ana, CA 92701</p>	<p>550 South Main Street P. O. Box 14184 Orange, CA 92863-1584</p>
<p>Attention: Cesar Rodriguez Senior Civil Engineer Tel: (714) 647-5626 Email: <a href="mailto:crodriguez5@santa-ana.org">crodriguez5@santa-ana.org</a></p>	<p>Attention: Michael Le Senior Contract Administrator Tel: (714) 560-5314 Email: <a href="mailto:mle1@octa.net">mle1@octa.net</a></p> <p>CC: Alicia Yang Project Manager Tel: (714) 560-5362 Email: <a href="mailto:ayang@octa.net">ayang@octa.net</a></p>
<p><b>To HUNTINGTON BEACH:</b></p>	<p><b>To TUSTIN:</b></p>
<p>City of Huntington Beach</p>	<p>City of Tustin</p>
<p>2000 Main Street, P.O. Box 190 Huntington Beach, CA 92648</p>	<p>300 Centennial Way Tustin, CA 92780</p>
<p>Attention: William Janusz Principal Civil Engineer Tel: (714) 374-1628 Email: <a href="mailto:wjanusz@surfcity-hb.org">wjanusz@surfcity-hb.org</a></p> <p>/</p> <p>/</p> <p>/</p> <p>/</p> <p>/</p>	<p>Attention: Krys Saldivar Public Works Manager – Traffic/Transportation Tel: (714) 573-3172 Email: <a href="mailto:ksaldivar@tustinca.org">ksaldivar@tustinca.org</a></p>

**COOPERATIVE AGREEMENT NO. C-1-3598  
FIRST STREET / BOLSA AVENUE RTSSP PROJECT**

<b>To WESTMINSTER:</b>	<b>To COUNTY OF ORANGE:</b>
City of Westminster	County of Orange
8200 Westminster Boulevard Westminster, CA 92863	601 North Ross Street Santa Ana, CA 92701
Attention: Adolfo Ozaeta Transportation Manager Tel: (714) 548-3462 Email: <a href="mailto:aozaeta@westminster-ca.gov">aozaeta@westminster-ca.gov</a>	Attention: Rick Diaz Senior Civil Engineer Tel: (714) 245-4581 Email: <a href="mailto:rick.diaz@ocpw.ocgov.com">rick.diaz@ocpw.ocgov.com</a>

M. Force Majeure: Either 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 an unforeseeable cause beyond its control, including but not limited to: any incidence 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 Party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the Party not performing.

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**COOPERATIVE AGREEMENT NO. C-1-3598  
FIRST STREET / BOLSA AVENUE RTSSP PROJECT**

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

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement No. C-1-3598 to be executed as of the date of the last signature below.

**CITY OF HUNTINGTON BEACH**

**ORANGE COUNTY TRANSPORTATION**

**AUTHORITY**

By: \_\_\_\_\_  
Kim Carr  
Mayor

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

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

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

**ATTEST:**

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Robin Estanislau  
City Clerk

By:  \_\_\_\_\_  
James Donich (Sep 7, 2021 15:25 PDT)  
James M. Donich  
General Counsel

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

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

**APPROVED AS TO FORM**

**APPROVAL RECOMMENDED**

By: \_\_\_\_\_  
Michael E. Gates  
City Attorney

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

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

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

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3 be executed as of the date of the last signature below.

4 **CITY OF SANTA ANA**

5  
6 By: \_\_\_\_\_  
7 Kristine Ridge  
8 City Manager

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

10  
11 **ATTEST:**

12 By: \_\_\_\_\_  
13 Daisy Gomez  
14 Clerk of the Council

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

16 **APPROVED AS TO FORM**  
17 **Sonia R. Carvalho, City Attorney**

18 By: John M. Funk  
19 John M. Funk  
20 Assistant City Attorney

21 Dated: September 16, 2021

22 **RECOMMENDED FOR APPROVAL**

23 By: \_\_\_\_\_  
24 Nabil Saba, PE  
25 Executive Director  
26 Public Works Agency

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

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3 be executed as of the date of the last signature below.

4           **CITY OF TUSTIN**

5  
6 By: \_\_\_\_\_

7           Letitia Clark  
8           Mayor

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

10          **ATTEST:**

11  
12 By: \_\_\_\_\_

13           Erica N. Yasuda  
14           City Clerk

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

16          **APPROVED AS TO FORM**

17  
18 By: \_\_\_\_\_

19           David E. Kendig  
20           City Attorney

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

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3 be executed as of the date of the last signature below.

4           **CITY OF WESTMINSTER**

5  
6 By: \_\_\_\_\_

7           Tri Ta  
8           Mayor

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

10          **ATTEST:**

11  
12 By: \_\_\_\_\_

13           Christine Cordon  
14           City Clerk

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

16          **APPROVED AS TO FORM**

17  
18 By: \_\_\_\_\_

19           Christian Bettenhausen  
20           City Attorney

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

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**COUNTY OF ORANGE**

By: \_\_\_\_\_

James Treadaway  
Director of Public Works

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

**APPROVED AS TO FORM**

By: \_\_\_\_\_

Deputy County Counsel

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

**ESTIMATED LOCAL MATCH COMMITMENT**

**SECTION 1: AGENCY TOTAL MATCH SUMMARY**

AGENCY	CASH MATCH		IN-KIND MATCH*		TOTAL MATCH	
	PI	O & M	PI	O & M	PI	O & M
City of Huntington Beach	\$ 43,852.00	\$ 2,600.00	\$ 0.00	\$ 0.00	\$ 43,852.00	\$ 2,600.00
	<b>\$ 46,452.00</b>		<b>\$ 0.00</b>		<b>\$ 46,452.00</b>	
City of Santa Ana	\$ 321,042.00	\$ 12,000.00	\$ 34,000.00	\$ 3,600.00	\$ 355,042.00	\$ 15,600.00
	<b>\$ 333,042.00</b>		<b>\$ 37,600.00</b>		<b>\$ 370,642.00</b>	
City of Tustin	\$ 129,734.00	\$ 3,290.00	\$ 15,050.00	\$ 350.00	\$ 144,784.00	\$ 3,640.00
	<b>\$ 133,024.00</b>		<b>\$ 15,400.00</b>		<b>\$ 148,424.00</b>	
City of Westminster	\$ 139,620.00	\$ 8,190.00	\$ 0.00	\$ 0.00	\$ 139,620.00	\$ 8,190.00
	<b>\$ 147,810.00</b>		<b>\$ 0.00</b>		<b>\$ 147,810.00</b>	
County of Orange	\$ 59,880.00	\$ 1,170.00	\$ 0.00	\$ 0.00	\$ 59,880.00	\$ 1,170.00
	<b>\$ 61,050.00</b>		<b>\$ 0.00</b>		<b>\$ 61,050.00</b>	
<b>TOTAL MATCH</b>	<b>\$ 694,128.00</b>	<b>\$ 27,250.00</b>	<b>\$ 49,050.00</b>	<b>\$ 3,950.00</b>	<b>\$ 743,178.00</b>	<b>\$ 31,200.00</b>
	<b>\$ 721,378.00</b>		<b>\$ 53,000.00</b>		<b>\$ 774,378.00</b>	

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

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

**A. Cash Match**

AGENCY	FUNDING SOURCE	AMOUNT OF CASH CONTRIBUTION
City of Huntington Beach	AQMD	\$ 46,452.00
City of Santa Ana	M2 Fairshare	\$ 333,042.00
City of Tustin	Transportation Funds / General Fund / M2 Fairshare	\$ 133,024.00
City of Westminster	Traffic Impact Fee	\$ 147,810.00
County of Orange	Road Funds	\$ 61,050.00
<b>TOTAL CASH MATCH:</b>		<b>\$ 721,378.00</b>

**COOPERATIVE AGREEMENT NO. C-1-3598  
FIRST STREET/ BOLSA AVENUE – RTSSP  
ATTACHMENT A**

**B. In-Kind Services**

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

AGENCY	IMPROVEMENT	DATE OF CONSTRUCTION	EXPENDITURE
N/A			
<b>TOTAL FOR SPECIFIC IMPROVEMENTS (i):</b>			<b>\$ 0.00</b>

*ii. Staffing Commitment:*

AGENCY	STAFF POSITION	TYPE OF SERVICE TO PROJECT	NO. OF HOURS	FULLY BURDENED HOURLY RATE	TOTAL**
City of Santa Ana	Sr. Civil Engineer	Project Oversight, Plan Review, Signal Timing	150	\$ 110	\$ 16,500.00
	Assistant Engineer	Project Design Review/ Implement Timing / Construction Engineering	120	\$ 90	\$ 10,800.00
	Construction Inspector	Construction Engineering	120	\$ 70	\$ 8,400.00
	Engineering Intern	General Project Support	95	\$ 20	\$ 1,900.00
<b>Total for City of Santa Ana:</b>					<b>\$ 37,600.00</b>
City of Tustin	Consultant Principal Engineer	Project Oversight, Plan Review, Signal Timing	40	\$ 175	\$ 7,000.00
	Traffic Engineering Consultant	Project Management, O&M Review and Coordination	30	\$ 145	\$ 4,350.00
	PW Inspector (Consultant)	Construction Inspection	30	\$ 135	\$ 4,050.00
<b>Total for City of Tustin:</b>					<b>\$ 15,400.00</b>
<b>TOTAL FOR STAFFING COMMITMENT (ii):</b>					<b>\$ 53,000.00</b>

<b>TOTAL IN-KIND MATCH (i + ii):</b>	<b>\$ 53,000.00</b>
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*\*\*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.*