

COOPERATIVE AGREEMENT BY AND BETWEEN THE CITY
OF ANAHEIM AND CITY OF ORANGE FOR THE BALL ROAD-
TAFT AVENUE TRAFFIC SIGNAL SYNCHRONIZATION
PROJECT

This Cooperative Agreement ("Agreement") is made and entered into this _____ day of _____, 2025, by and between the CITY OF ANAHEIM, a municipal corporation ("ANAHEIM") and the CITY OF ORANGE, a municipal corporation ("ORANGE"). ORANGE and ANAHEIM are collectively referred to herein as "CITIES".

RECITALS:

A. ANAHEIM applied for a grant from the Orange County Transportation Authority ("OCTA") as part of the Renewed Measure M (M2) Regional Traffic Signal Synchronization Program ("RTSSP") (Project P), aimed to coordinate traffic signals across multiple jurisdictions to enhance countywide traffic flow and reduce congestion (the "APPLICATION").

B. The Ball Road-Taft Avenue Traffic Signal Synchronization Project (the "PROJECT") was selected by OCTA as one of the RTSSP projects to be funded in Fiscal Year 2024-2025, based on an application submitted by ANAHEIM on behalf of CITIES.

C. OCTA and ANAHEIM entered into a Master Funding Agreement (Agreement No. C-1-2754) defining the terms and conditions for approved Measure M2 projects.

D. CITIES desire to initiate and implement the PROJECT, with ANAHEIM as the lead agency.

E. CITIES desire to enter into this Agreement to demonstrate their commitment to improving traffic signal synchronization opportunities for Orange County and to develop and implement the PROJECT.

F. CITIES desire to set the specific terms, conditions and funding responsibilities between the CITIES for the implementation of the PROJECT.

NOW, THEREFORE, it is mutually understood and agreed by the CITIES as follows:

1. TERM

This Agreement shall commence on the Effective Date and continue in full force and effect until December 31, 2030. This Agreement may be extended for up to two additional one-year periods upon the mutual written consent of the CITIES' project liaisons.

2. SCOPE OF PROJECT

A. The PROJECT includes improvement at thirty-seven (37) traffic signals along Ball Road-Taft Avenue corridor as described in and at an estimated cost as set forth in the PROJECT Application ("APPLICATION") attached as Exhibit "A" and incorporated herein by this reference.

B. The PROJECT includes elements identified in the APPLICATION, including certain hardware and software upgrades to traffic controllers, traffic telecommunications, master controllers and associated systems (collectively referred to as "Traffic Control Elements"), and these Traffic Control Elements will be constructed and/or installed and implemented as part of the PROJECT as identified in the APPLICATION, attached as Exhibit "A."

3. SHARED RESPONSIBILITIES

A. CITIES agree to coordinate the inclusion of other Traffic Control Elements and in-kind services to be integrated during the construction of the PROJECT that are not included in the project application and that the applicable city will have the responsibility for verifying and coordinating during the course of the PROJECT. All costs associated with the inclusion of other Traffic Control Elements, if any, are the sole responsibility of the city owning each and any of those other elements during the PROJECT.

B. CITIES agree to implement the PROJECT based on Exhibit "A," including a match of approximately Three Hundred Forty-Two Thousand, Six Hundred Forty-Nine Dollars and 50/100 Cents (\$342,649.50), which equals twenty percent (20%) of the PROJECT cost split with the following cost contribution of cash and in kind services:

Agency	M2 Request		City Match		Project Total	
	PI*	O&M**	PI*	O&M**	PI*	O&M**
Anaheim	\$1,035,238.00	\$89,280.00	\$258,809.50	\$22,320.00	\$ 1,294,047.50	\$111,600.00
	\$1,124,518.00		\$281,129.50		\$1,405,647.50	
Orange	\$228,800.00	\$17,280.00	\$57,200.00	\$4,320.00	\$ 286,000.00	\$ 21,600.00
	\$246,080.00		\$61,520.00		\$307,600.00	
TOTAL	\$1,264,038.00	\$106,560.00	\$316,009.50	\$26,640.00	\$1,580,047.50	\$133,200.00
	\$1,370,598.00		\$342,649.50		\$1,713,247.50	

* Primary Implementation Phase

** Operations and Maintenance Phase

CITIES agree the final amount and corresponding match 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. OCTA will fund the remaining 80% of the project cost estimated at One

Million, Three Hundred Seventy Thousand, Five Hundred Ninety-Eight Dollars and 00/100 Cents (\$1,370,598.00).

C. Upon issuance of a Notice to Proceed to the consultant that is selected by ANAHEIM through a Request for Proposal, ANAHEIM may issue invoices to CITIES for up to eighty percent (80%) of the cash match amount identified in Section 3.B, above, and Exhibit "A." The remaining cash match amount will be invoiced after the completion of the Primary Implementation Phase of the PROJECT.

D. CITIES agree that unused PROJECT funds from one city may be used by another city (with matching fund responsibility) upon mutual written agreement of CITIES.

E. In the event the cost of the PROJECT exceeds the estimates as submitted in the APPLICATION, ANAHEIM shall meet with the affected city to determine revisions to the PROJECT. Any revisions necessitating an increase to the budget(s) or revised funding proposal(s) are subject to advanced written approval by the affected city. Any cost overruns shall be the financial responsibility of the jurisdiction where the work improvement occurs or as the case may be, causes the required improvement.

F. CITIES agree to:

(1) Designate a technical lead person to act as the liaison for the PROJECT. The liaison and any other required personnel shall attend and participate in all PROJECT-related meetings and participate on the OCTA Traffic Forum.

(2) 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.

(3) Participate and support the PROJECT implementation within the timeframe outlined in the APPLICATION and consistent with OCTA's Comprehensive Transportation Funding Programs ("CTFP") Guidelines.

(4) Provide ANAHEIM all current intersection, local field master, and/or central control system timing plans and related data upon request.

(5) Identify and verify the upgrades to Traffic Control Elements to be constructed and installed as part of the PROJECT and as identified in the project application for each city.

(6) Coordinate the inclusion of other Traffic Control Elements and in-kind services, where necessary, that CITIES require for the implementation of the PROJECT but are not included in the project application. Each city shall be responsible for the inclusion of such elements within reason.

(7) Maintain PROJECT-related signals and telecommunications equipment with high priority during the PROJECT and be responsible for repair of the signal control systems in CITIES' own jurisdiction.

(8) 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 at a central or field location when necessitated by the PROJECT.

(9) Waive all fees associated with any local agency permits that may be required of the consultant, sub-consultants, contractors and/or service or equipment providers in the performance of the PROJECT.

(10) Document in-kind match or dollar match funding as identified in the project application and provide verification of such expenditures as part of any required review or audit process, which may include payroll records, contracts and purchase orders.

(11) Maintain and operate the traffic signals and improvements for a period of two (2) years following the completion of the Primary Implementation Phase of the PROJECT.

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

4. RESPONSIBILITIES OF CITY OF ORANGE

A. CITY of Orange agrees to the following responsibilities for implementation and funding of the PROJECT:

(1) To designate ANAHEIM as the Administering Agency for the PROJECT, authorizing ORANGE to manage, procure and implement all aspects of the PROJECT.

(2) To authorize OCTA to distribute its grant allocation of approximately One Million, Three Hundred Seventy Thousand, Five Hundred Ninety-Eight Dollars and 00/100 Cents (\$1,370,598.00) to ANAHEIM in order to pool the CITIES' grant funds to effect completion of a more thorough PROJECT than could be accomplished by each city individually.

(3) To contribute CITIES' cash match as set forth in Section 3.B, above. Payment shall be within thirty (30) days of receipt of invoice from ANAHEIM.

(4) To provide detailed documentation supporting any in-kind match set forth in Section 3.B, above, to the reasonable satisfaction of ANAHEIM.

(5) To help develop the PROJECT scope, attend team meetings, and review all consultant and administrative reports pertaining to the scope of work in their individual jurisdictions.

(6) To provide required updates as requested by OCTA as part of the semi-annual review process until the completion of the three-year grant period. Documents to be provided include but are not limited to payroll records, contracts, and purchase orders related to the PROJECT.

5. RESPONSIBILITIES OF ANAHEIM

ANAHEIM agrees to the following responsibilities for implementation and funding of the PROJECT:

A. To manage the PROJECT for CITIES, ANAHEIM shall act as the Administering Agency for the work for all CITIES. Within ten (10) days after this Agreement has been executed, ANAHEIM will provide an executed copy of this Agreement to OCTA, pursuant to the terms and conditions set forth herein.

B. To contribute its match share of cash as set forth in Section 3.B, above.

C. To enter into any required Cooperative Agreement with Caltrans regarding Caltrans Improvements in CITIES; to comply with all the terms and conditions of said Cooperative Agreement; to pay invoices for such Caltrans Improvements as required by Caltrans; and to invoice CITIES in a timely manner with detailed documentation of said Caltrans Improvements.

D. To work cooperatively with CITIES; to ensure that CITIES have the opportunity to provide meaningful input into all phases of the PROJECT; to ensure that CITIES' staff has adequate time to review all draft reports, contracts, the proposed scope of work, and any other

pertinent information; and to convene regular meetings of staff representatives from CITIES to provide a regular process of input from CITIES to the consultant team.

E. To enter into an agreement with a qualified consultant and contractor to assist in the completion and monitoring of the PROJECT.

F. To coordinate the work effort of the PROJECT, provide the day to-day management of the consultant, and manage all consultant administration and contracting. ANAHEIM shall review and pay the consultant's invoices accordingly after ensuring that the work has been satisfactorily performed.

G. To provide ongoing maintenance and operation of optimized signal timing after the Primary Implementation phase of the PROJECT is completed and to continue such maintenance until the end of the grant period and provide verification of such activities as required by Measure M2 program funding.

H. To comply with all of the terms and conditions of its Cooperative Agreement with OCTA, including the project reporting and auditing requirements contained therein.

I. ANAHEIM, or its authorized representatives, may upon close-out of PROJECT under this Agreement, perform an audit and or technical review to ensure that the CTFP Guidelines policies and procedures were followed. Such an audit shall be performed within one hundred eighty (180) days after the PROJECT's grant period is complete. If the audit or technical review determines that any of the activities performed are ineligible for CTFP funding, the city that incurred the ineligible expense must return the amount of funding used to perform the ineligible activity to ORANGE.

6. MUTUAL INDEMNIFICATION

ANAHEIM AND ORANGE (PARTNERS) agree to indemnify, defend and hold harmless all PROJECT partners, their elected officials, officers, agents and employees from and against all claims (including attorney's fees and reasonable expenses for litigation and settlement) for any loss or damages, bodily injuries, damage to, or loss of property caused by negligent acts, omission or willful misconduct of the PARTNERS, their officers, agents and employees in connection with or arising out of the performance of this Agreement.

7. INSURANCE

A. CITIES shall each maintain and keep in full force and effect during the term of this Agreement insurance or a program of self-insurance against claims for injuries to persons or damages to property which may arise in connection with CITIES' performance of their obligations hereunder.

B. CITIES shall require their consultants and contractors performing work in connection with this Agreement to obtain and maintain the following minimum amount of insurance during the term of this Agreement as described below:

(1) General liability insurance in the amount of \$2,000,000 per occurrence and \$4,000,000 in the aggregate. Such insurance shall: (a) cover bodily injury, death and property damage; (b) name CITIES, and their elected officials, officers, employees, agents, volunteers and representatives as additional insured(s); and (c) be primary and not contributory with respect to insurance or self-insurance programs maintained by the city.

(2) Business automobile liability with a combined single limit of \$2,000,000. Said insurance shall cover bodily injury, death and property damage for all owned, non-owned and hired vehicles and be written on an occurrence basis.

(3) Workers' compensation insurance as required by law with any required employer's liability insurance with limits not less than \$2,000,000 per accident.

(4) Professional liability insurance covering errors and omissions arising out of the performance of this Agreement with a minimum limit of \$2,000,000 per claim. Contractor shall agree to keep such policy in force and effect for PROJECT duration.

C. The insurance policies maintained by a consultant or contractor shall be primary insurance and no insurance held or owned by CITIES shall be called upon to cover any loss under the policy. A consultant or contractor will determine its own needs in procurement of insurance to cover liabilities other than as stated above.

D. Before a consultant or contractor performs any work or prepares or delivers any materials, it shall furnish certificates of required insurance and endorsements to CITIES, evidencing the aforementioned minimum insurance coverages on forms acceptable to ANAHEIM, which shall provide that the insurance in force will not be canceled or allowed to lapse without at least ten (10) days' prior written notice to CITIES.

E. If a consultant or contractor maintains broader coverage and/or higher limits than the minimums described above, the CITIES shall require and shall be entitled to the broader coverage and/or higher limits maintained by the consultant or contractor.

8. GENERAL PROVISIONS

A. Complete Agreement. This Agreement, including any attachments incorporated herein and made applicable by reference, constitutes the complete and exclusive statement of

the terms and conditions of the agreement among CITIES and it supersedes all prior representations, understandings and communications among the parties.

B. Representatives. CITIES each designate their City Manager or his/her designee to be the representative of CITIES for purposes of this Agreement. The City Manager may issue all consents, approvals, directives, and agreements called for by this Agreement, except as otherwise expressly provided in this Agreement.

C. Waiver. The delay or failure of any city at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the city against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

D. 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.

E. Compliance with All Laws. CITIES shall comply with all applicable federal, state and local laws, statutes, ordinances and regulations of any governmental agency having jurisdiction over the PROJECT.

F. Force Majeure. CITIES shall not be responsible for delays or lack of performance resulting from acts beyond their reasonable control. Such acts include, but are 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, pandemic, and any other conditions beyond the reasonable control of a city.

G. Assignment. Neither this Agreement, nor any of the CITIES' rights, obligations, or duties hereunder may be assigned in whole or in part by any city without the prior written consent of the other CITIES in their sole and absolute discretion. Any attempted 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.

H. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California and applicable local and federal laws, regulations and guidelines. In the event of any legal action to enforce or interpret this Agreement, the parties agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

I. Attorneys' Fees. If litigation is brought by any city in connection with this Agreement, the prevailing party(ies) shall be entitled to recover from the opposing party(ies) all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party(ies) in the exercise of its rights and remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

J. Notices. Any notices, requests, or demands made among the CITIES pursuant to this Agreement are to be directed as follows:

To ORANGE:

City Clerk

City of Orange

300 E. Chapman Ave.

Orange, CA 92866

To ANAHEIM:

City Clerk

City of Anaheim

200 S. Anaheim Blvd.

2nd Floor, Room 217

Anaheim, CA 92805

K. Order of Precedence. In the event of an inconsistency between this Agreement and the attached Exhibit, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

L. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

M. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

N. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

O. 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 one agreement.

P. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

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

CITY OF ORANGE, a California municipal corporation

By: _____
Daniel R. Slater, Mayor

ATTEST:

Pamela Coleman, City Clerk

APPROVED AS TO FORM:

Nathalie Adourian
Senior Assistant City Attorney

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CITY OF ANAHEIM, a California municipal corporation

BY: _____

ATTEST:

Theresa Bass, City Clerk

APPROVED AS TO FORM:
ROBERT FABELA, CITY ATTORNEY

BY: _____
Bryn M. Morley
Deputy City Attorney