



AFFILIATED AGENCIES

Orange County
Transit District

Local Transportation
Authority

Service Authority for
Freeway Emergencies

Consolidated
Transportation
Service Agency

Congestion Management
Agency

February 17, 2026

Christopher Cash
Director of Public Works
City of Orange
300 East Chapman Avenue
Orange, CA 92866

**Subject: Transmittal – Letter Agreement No. 26 to Agreement No. C-1-2777 -
M2 Comprehensive Transportation Funding Programs**

Dear Mr. Cash:

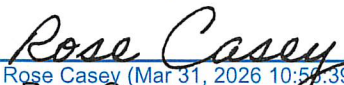
Please see the attached Letter Agreement No. 26 and the referenced Master Funding Agreement (C-1-2777). The Letter Agreement incorporates an updated *Attachment A (Project List)* for City of Orange (City) projects funded through the Measure M2 Comprehensive Transportation Funding Programs (CTFP).

To ensure compliance with the Master Funding Agreement, please review Article 4 "Responsibilities of Agency", which outlines the City's obligations related to project implementation, reporting, and recordkeeping. The City's key responsibilities include:

- Implementing and completing projects consistent with the *CTFP Guidelines* and *M2 Eligibility Guidelines*.
- Participating in Orange County Transportation Authority's (OCTA)'s semi-annual project review process to provide updates on scope, schedule, costs, and funding.
- Maintaining financial and project records for a minimum of five (5) years following final payment.
- Requests for reimbursement must include all supporting documentation and align with the approved project scope.
- Cooperating with OCTA audits and post-project compliance reviews.

If you have any questions, please contact Mason Doshier at (714) 560-5427.

Sincerely,


Rose Casey (Mar 31, 2026 10:56:39 PDT)
Rose Casey
Executive Director, Planning

RC:md
Attachments



January 19, 2026

Mr. Christopher Cash
City of Orange – Department of Public Works
300 East Chapman Avenue
Orange, California 92866

Subject: Agreement No. C-1-2777, City of Orange, "M2 CTFP Master Funding Agreement" – Letter Agreement No. 26

Dear Mr. Cash:

This Letter Agreement serves as the Orange County Transportation Authority's (OCTA) approval to amend Agreement No. C-1-2777, Attachment A-25 "Projects List". OCTA is deleting Attachment A-25, in its entirety, as identified in Article 4 "Responsibilities of Agency", paragraph A, and in lieu thereof is inserting the revised "Project List", attached hereto as Attachment A-26, which is incorporated and made a part of the Agreement. All provisions set forth in Master Funding Agreement No. C-1-2777 apply.

If you have any questions, please feel free to contact Mason Doshier at (714) 560-5427.

Please execute this letter agreement and return the signed original to the attention of:

Cathy Bounleuth, Contract Administrator, Capital Projects
Contracts Administration and Materials Management Department
600 South Main Street, 4th Floor
Orange, CA 92868
Phone: (714) 560-5077, Email: cbounleuth@octa.net

Upon full execution by both parties, this Letter Agreement No. 26 to Agreement No. C-1-2777, shall be made effective this 2nd day of January, 2026 ("Effective Date").

Accepted and Agreed

Rose Casey

Rose Casey (May 21, 2026 16:08:54 PDT)

Rose Casey
Executive Director, Planning
Orange County Transportation Authority

Christopher S. Cash

Christopher S. Cash (May 21, 2026 16:02:54 PDT)

Christopher Cash
Director of Public Works
City of Orange

Lydia Bilynsky

Lydia Bilynsky (May 22, 2026 12:00:15 PDT)

Lydia Bilynsky
Department Manager, Capital Projects
Orange County Transportation Authority

LB

CK

M2 CTFP MASTER FUNDING AGREEMENT

City of Orange - Project List

Project Description	CTFP Amount	Programmed Fiscal Year	Board Date	Letter Agreement No.
Project O "Regional Capacity Program"				
Katella Avenue and Wanda Street Intersection Widening (Engineering)	\$ 51,500	2012-13	6/27/2011	1
Meats Avenue Interchange at SR-55 (Engineering)	\$ 1,400,000	2011-12	6/27/2011	1
Lincoln Avenue and Tustin Street Intersection	\$ 105,000	2013-14	4/8/2013	3
Lincoln Avenue/Tustin Street Intersection (Right of Way)	\$ 67,500	2014-15	4/14/2014	6
Lincoln Avenue/Tustin Street Intersection (Construction)	\$ 368,640	2015-16	4/14/2014	6
Katella Avenue/Wanda Road Intersection (Right of Way)	\$ 120,000	2014-15	4/14/2014	6
Katella Avenue/Wanda Road Intersection (Construction)	\$ 583,680	2015-16	4/14/2014	6
Tustin Street and Katella Avenue Intersection (Engineering) (FAST TRACK)	\$ 105,000	2015-16	4/27/2015	9
Tustin Street and Katella Avenue Intersection (Right of Way) (FAST TRACK)	\$ 750,000	2016-17	4/27/2015	9
Tustin Street and Katella Avenue Intersection (Construction) (FAST TRACK)	\$ 363,882	2017-18	4/27/2015	9
Tustin Street and Chapman Avenue Intersection (Engineering)	\$ 105,000	2015-16	4/27/2015	9
Tustin Street and Chapman Avenue Intersection (Right of Way)	\$ 138,750	2016-17	4/27/2015	9
Tustin Street and Meats Avenue Intersection (Engineering)	\$ 97,500	2015-16	4/27/2015	9
Tustin Avenue and Meats Avenue Intersection Right Turn Lane Addition (Right of Way)	\$ 1,424,713	2016-17	4/11/2016	11
Tustin/Meats Intersection Right Turn Lane Addition	\$ 719,625	2018-19	4/10/2017	13
Tustin Street and Chapman Avenue Intersection Widening	\$ 375,000	2017-18	4/10/2017	13
Cannon Street at Serrano Avenue Intersection Widening	\$ 108,750	2018-19	6/11/2018	15
Cannon Street Widening - Santiago Canyon Road to Serrano Avenue (Engineering)	\$ 618,750	2021-22	5/10/2021	21
Cannon Street at Serrano Avenue Intersection Widening (Construction)	\$ 631,814	2022-23	5/9/2022	23
<i>Cumulative Program Total</i>	\$ 8,135,104			

M2 CTFP MASTER FUNDING AGREEMENT

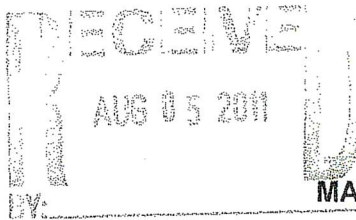
City of Orange - Project List

Project X "Environmental Clean Up"				
Orange Old Towne Automatic Retractable Screens Project	\$ 100,000	2011-12	8/8/2011	1
Savi Storm Drain Installation Project	\$ 100,000	2012-13	8/13/2012	2
CDS Unit at Santiago Creek	\$ 111,750	2013-14	9/23/2013	5
Lemon Street Continuous Deflection Separator Unit	\$ 150,000	2014-15	9/22/2014	8
Collins Avenue Bio Clean Unit Installation	\$ 150,000	2015-16	8/10/2015	10
Orangewood Avenue Bio Clean Unit Installation	\$ 150,000	2016-17	9/12/2016	12
Orangewood Avenue BioClean Unit Installation	\$ 300,000	2017-18	8/14/2017	14
DSBB and CPS BMP Installation	\$ 249,360	2019-20	9/9/2019	17
DSBB and CPS BMP Installation - 2020	\$ 308,803	2020-21	10/12/2020	20
CDS, CPS and FTA BMP Installation	\$ 500,000	2021-22	8/21/2021	22
Debris Separating Baffle Box and Connector Pipe Screen BMP Installation	\$ 400,000	2022-23	11/14/2022	24
Glassell Street & La Veta Avenue Water Quality Storm Drain Improvement Project	\$ 436,000	2023-24	8/14/2023	25
White Oak Ridge & Palmyra Avenue Water Quality Storm Drain Improvement Project	\$ 600,000	2025-26	10/13/2025	26
<i>Cumulative Program Total</i>	\$ 3,555,913			
Project P "Regional Traffic Signal Synchronization Program"				
Tustin Avenue - Rose Drive RTSSP	\$ 2,766,833	2020-21	5/11/2020	19
<i>Cumulative Program Total</i>	\$ 2,766,833			
Project W "Safe Transit Stops"				
South Bound (SB) The City Drive/City Way	\$ 30,000	2014-15	7/14/2014	7
North Bound (NB) The City Drive/Dawn Way	\$ 28,020	2014-15	7/14/2014	7
SB Main Street/Katella Avenue	\$ 13,837	2014-15	7/14/2014	7

M2 CTFP MASTER FUNDING AGREEMENT

City of Orange - Project List

SB Main Street/Chapman Avenue	\$ 15,241	2014-15	7/14/2014	7
Orange Transportation Center Dock 1	\$ 14,338	2014-15	7/14/2014	7
SB Main Street/La Veta Avenue	\$ 14,010	2014-15	7/14/2014	7
SB Tustin Street at East Village Way	\$ 30,000	2014-15	7/14/2014	7
NB The City Drive/Justice Center	\$ 18,100	2019-20	6/26/2019	16
West Bound (WB) Chapman Ave/Main Street	\$ 18,100	2019-20	6/26/2019	16
East Bound (EB) Chapman Ave/The City Drive	\$ 22,000	2019-20	6/26/2019	16
WB Chapman Ave/The City Drive	\$ 18,100	2019-20	6/26/2019	16
Orange TraNsportation Center/Dock # 2	\$ 22,000	2019-20	6/26/2019	16
<i>Cumulative Program Total</i>	\$ 243,746			
Project V "Community-Based Transit/Circulators Program" - Planning Only				
Orange Community Circulator Feasibility Study	\$ 59,400	2020-21	4/13/2020	18
<i>Cumulative Program Total</i>	\$ 59,400			
Total (All Projects)	\$ 14,760,996			



11/11-9/11/11
Distributed: 9/6/11
Accounting
Camm
FPA
PM A. McClanahan
Vendor ✓ K. Allen
CA M. Cruz

MASTER FUNDING AGREEMENT NO. C-1-2777

BETWEEN

ORANGE COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF ORANGE

FOR

M2 COMPREHENSIVE TRANSPORTATION FUNDING PROGRAMS

THIS AGREEMENT is effective this 19th day of AUGUST 2011, by and between the Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, California 92863-1584, a public corporation of the State of California (hereinafter referred to as "AUTHORITY"), and the City of Orange, 300 E. Chapman Avenue, P.O. Box 449, Orange, CA 92866-1591, a municipal corporation (hereinafter referred to as "AGENCY").

RECITALS:

WHEREAS, Voters approved Renewed Measure M (M2) on November 7, 2006; and

WHEREAS, Orange County Local Transportation Authority Ordinance No. 3 outlines the M2 Transportation Ordinance and Investment Plan to fund transportation facility and service improvement programs for a period of thirty years commencing on April 1, 2011; and

WHEREAS, AUTHORITY and AGENCY agree that M2 funding is subject to AGENCY fulfilling M2 eligibility requirements; and

WHEREAS, AUTHORITY's Board of Directors approved the Renewed Measure M Eligibility Guidelines - Local Agency Preparation Manual on January 25, 2010 and subsequent amendments on March 14, 2011 and April 11, 2011; and

WHEREAS, AUTHORITY's Board of Directors approved the Comprehensive Transportation Funding Programs (CTFP) Guidelines on March 22, 2010; and

WHEREAS, AUTHORITY will periodically update the Renewed Measure M2 Eligibility Guidelines - Local Agency Preparation Manual and the CTFP Guidelines whereby the most recent

update is incorporated herein by reference; and

WHEREAS, AUTHORITY has approved AGENCY's competitive project(s) (hereinafter referred to as "PROJECT(s)") as specified in Attachment A "Projects List" to receive funding under the CTFP; and

WHEREAS, AUTHORITY has determined that AGENCY's PROJECT(s) has met the requirements of and is eligible under the CTFP Guidelines; and

WHEREAS, AGENCY's "Project List" may be amended to include new projects with each competitive call for projects and will be incorporated by Letter Agreement executed by both parties and incorporated herein; and

WHEREAS, the Letter Agreement may include additional requirements for PROJECT(s) funded with sources other than M2 or Local Fair Share Net Revenues sources; and

WHEREAS, AUTHORITY and AGENCY agree that Local Fair Share Program Net Revenues are distributed on a formula basis to eligible jurisdictions; and

WHEREAS, payment terms for this Master Funding Agreement will be in accordance with Chapter 10 of the CTFP Guidelines; and

WHEREAS, this Master Funding Agreement defines the specific terms and conditions and funding responsibilities between AUTHORITY and AGENCY for CTFP and Local Fair Share Program Net Revenues; and

WHEREAS, AUTHORITY's Board of Directors approved this Master Funding Agreement on June 27, 2011; and

WHEREAS, the AGENCY's City Council approved this Agreement on the 26th day of JULY 2011;

NOW, THEREFORE, it is mutually understood and agreed by AUTHORITY and AGENCY as follows:

ARTICLE 1. COMPLETE AGREEMENT

A. This Agreement, including any attachments incorporated herein and made applicable by

reference, constitutes the complete and exclusive statement of the term(s) and condition(s) of this agreement between AUTHORITY and AGENCY and it supersedes all prior representations, understandings, and communications. The invalidity in whole or in part of any term or condition of this Agreement shall not affect the validity of other term(s) or condition(s) of this Agreement. The above referenced Recitals are true and correct and are incorporated by reference herein.

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

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

ARTICLE 2. SCOPE OF AGREEMENT

This Agreement specifies the roles and responsibilities of both AUTHORITY and AGENCY as they pertain to the subjects and projects addressed herein. Both AUTHORITY and AGENCY agree that each will cooperate and coordinate with the other in all activities covered by this Agreement and any other supplemental agreements, including Letter Agreements, which may be required to facilitate purposes thereof.

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ARTICLE 3. RESPONSIBILITIES OF AUTHORITY

AUTHORITY agrees to the following responsibilities for funding of PROJECT(s):

A. AUTHORITY shall allocate M2 Net Revenues as specified in Ordinance No. 3 and pay AGENCY in accordance with the policies and procedures contained in the CTFP manual and AUTHORITY's Board of Directors approved PROJECT budgets.

B. AUTHORITY shall provide guidance and oversight of the M2, state and federal funds in compliance with M2 eligibility guidelines, CTFP Guidelines, state and federal funding requirements and allocation and reporting requirements.

C. Within thirty (30) days of receipt of an acceptable initial payment CTFP invoice and within sixty (60) days for an acceptable final payment invoice for eligible expenditures, AUTHORITY shall, in accordance with Chapter 10 of the CTFP Guidelines, remit to AGENCY the required reimbursement for applicable planning, environmental, engineering, right-of-way and construction activities.

D. AUTHORITY shall pay Net Revenues allocated for the Local Fair Share Program to eligible AGENCY within sixty (60) days of receipt by AUTHORITY.

E. AUTHORITY shall process any required Federal Transportation Improvement Program (FTIP) amendments, Subject to state and federal regulations and guidelines prepared by the Southern California Association of Governments.

F. At the request of AGENCY, AUTHORITY shall, in accordance with AUTHORITY specification and no cost to the AGENCY excluding installation and removal expenses, provide signage for all construction PROJECT(s) that are in excess of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) and exceed a ninety (90) day construction schedule.

G. AUTHORITY, or agents of AUTHORITY, may upon close-out of each PROJECT(s) under this Agreement, perform an audit and or technical review to ensure that CTFP Guidelines policies and procedures were followed. Such audit shall be performed within one hundred and eighty (180) days of AUTHORITY receiving the final report for each PROJECT(s). If the audit or technical review

determines that any of the activities performed are ineligible for CTFP funding, AGENCY must return the amount of funding used to perform the ineligible activity to AUTHORITY in accordance with Article 4.G.

ARTICLE 4. RESPONSIBILITIES OF AGENCY

AGENCY agrees to the following responsibilities for PROJECT(s):

A. AGENCY or AGENCY's designee will act as the lead agency for all phases of the PROJECT(s) identified in Attachment A, approved for M2 funding.

B. AGENCY agrees that M2 funding is subject to AGENCY meeting all of the requirements outlined in the M2 Eligibility Guidelines and CTFP Guidelines.

C. AGENCY agrees to implement and complete PROJECT(s) funded under this Agreement in accordance with the CTFP Guidelines, M2 Eligibility requirements and application submitted to AUTHORITY.

D. AGENCY agrees to submit all PROJECT information to the Federal Transportation Improvement Program and OCFundTracker during semi-annual reviews and as requested by the AUTHORITY in accordance with the prescribed deadlines.

E. AGENCY agrees to obligate funds in the programmed year in accordance with the CTFP Guidelines and adhere to any additional requirements identified in any and all Letter Agreement(s) amended hereto.

F. AGENCY agrees to enter into and required Letter Agreement for PROJECT(s) approved by the Board to define specific funding and reporting requirements.

G. AGENCY shall return funds expended on activities, other than those approved by the AUTHORITY's Board of Directors, within thirty (30) day's of AUTHORITY's written demand. Any AGENCY which uses funds for other than transportation purposes shall be deemed ineligible to receive funds for a period of five (5) years.

H. AGENCY agrees to dispose of any acquired right-of-way in excess of the required transportation use. Excess right-of-way must be identified at the time of initial payment submittal and

prior to the disposal process. Resolution of any issues regarding whether or not a right-of-way is excess to the transportation improvement will be by the mutual agreement of AUTHORITY and AGENCY. Excess land acquired with CTFP funds shall be sold by AGENCY in accordance with Government Code Sections 54220-54232 and proceeds from the sale shall be returned immediately to AUTHORITY.

I. AGENCY will comply with all federal, state and local laws and regulations, including the Renewed Measure M2 Eligibility Guidelines – Local Agency Preparation Manual and the CTFP Guidelines, which are incorporated herein by reference.

J. AGENCY shall install and remove signage for all competitively awarded construction PROJECT(s) that are in excess of \$500,000 and exceed a 90 day construction period in accordance with AUTHORITY specifications during construction period. AGENCY may request AUTHORITY furnished signage or it may choose to provide AGENCY furnished signage so long as said signage conforms to AUTHORITY specifications as follows: Signage shall include a Measure M2 logo that is a minimum of twelve inches (12") tall, an OCTA logo that is a minimum of three inches (3") tall (image files provided by OCTA upon request), verbiage stating "Street Improvements Funded by Measure M" in Myriad Pro, bold condensed font at two hundred and fifty six (256) pt. and "Your dollars at Work" in Myriad Pro, bold condensed font at one hundred and eighty (180) pt.

ARTICLE 5. DELEGATED AUTHORITY

The actions required to be taken by AGENCY in the implementation of this Agreement are delegated to its Public Works Director, or his/her designee, and the actions required to be taken by AUTHORITY in the implementation of this Agreement are delegated to AUTHORITY's Chief Executive Officer.

ARTICLE 6. AUDIT AND INSPECTION

AUTHORITY and AGENCY shall maintain a complete set of records in accordance with generally accepted accounting principles. Upon reasonable notice, AGENCY shall permit the authorized representatives of the AUTHORITY to inspect and audit all work, materials, payroll, books,

1 accounts, and other data and records of AGENCY for a period of four (4) years after final payment, or
2 completion of audit by the AUTHORITY, or after final payment of debt service where local fair share
3 revenues were pledged, whichever is longer. For purposes of audit, the date of completion of this
4 Agreement shall be the date of AUTHORITY's payment of AGENCY's final billing (so noted on the
5 invoice) under this Agreement. AUTHORITY shall have the right to reproduce any such books, records,
6 and accounts. The above provision with respect to audits shall extend to and/or be included in contracts
7 with AGENCY's contractor(s).

8 **ARTICLE 7. INDEMNIFICATION**

9 A. AGENCY shall indemnify, defend and hold harmless AUTHORITY, its officers, directors,
10 employees and agents from and against any and all claims (including attorney's fees and reasonable
11 expenses for litigation or settlement) for any loss or damages, bodily injuries, including death, worker's
12 compensation subrogation claims, damage to or loss of use of property alleged to be caused by the
13 negligent acts, omissions or willful misconduct by AGENCY, its officers, directors, employees or agents
14 in connection with or arising out of the performance of this Agreement.

15 B. AUTHORITY shall indemnify, defend and hold harmless AGENCY, its officers, directors,
16 employees and agents from and against any and all claims (including attorney's fees and reasonable
17 expenses for litigation or settlement) for any loss or damages, bodily injuries, including death, worker's
18 compensation subrogation claims, damage to or loss of use of property alleged to be caused by the
19 negligent acts, omissions or willful misconduct by AUTHORITY, its officers, directors, employees or
20 agents in connection with or arising out of the performance of this Agreement.

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

23 **ARTICLE 8. ADDITIONAL PROVISIONS**

24 A. Term of Agreement: This Agreement shall continue in full force and effect through final
25 acceptance of PROJECT by AUTHORITY, or until March 31, 2041 whichever is later. This Agreement
26 may be extended at the mutual consent of both parties

1 B. Termination: This agreement is null and void if PROJECT is not awarded. However,
2 AUTHORITY agrees to reimburse AGENCY for any costs incurred up to the official date of notification
3 to AGENCY that PROJECT will not be awarded.

4 C. AUTHORITY and AGENCY shall comply with all applicable federal, state, and local
5 laws, statues, ordinances and regulations of any governmental authority having jurisdiction over the
6 PROJECT(s).

7 D. Legal Authority: AUTHORITY and AGENCY hereto consent that they are authorized to
8 execute this Agreement on behalf of said parties and that, by so executing this agreement, the parties
9 hereto are formally bound to the provisions of this Agreement.

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

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

24 H. Assignment: Neither this Agreement, nor any of the Parties rights, obligations, duties, or
25 authority hereunder may be assigned in whole or in part by either Party without the prior written consent
26 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.

I. Obligations To Comply with Law: Nothing herein shall be deemed nor construed to authorize or require any Party to issue bonds, notes or other evidences of indebtedness under the terms, in amounts, or for purposes other than as authorized by local, state or federal law.

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

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

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

To AGENCY:	To AUTHORITY:
City of Orange	Orange County Transportation Authority
300 E. Chapman Avenue	550 South Main Street
P.O. Box 449	P.O. Box 14184
Orange, CA 92866-1591	Orange, CA 92863-1584
ATTENTION: Joe DeFrancesco, Public Works Director	ATTENTION: Marvin Cruz, Senior Contract Administrator
Tel: (714) 744-5525	Tel: (714) 560 – 5568
Email: jdefrancesco@cityoforange.org	Email: mcruz@octa.net

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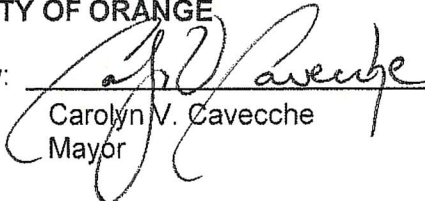
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This Agreement shall be made effective upon execution by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement No. C-1-2777 to be executed on the date first above written.

CITY OF ORANGE

By: 

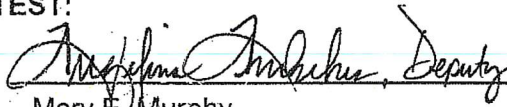
Carolyn V. Cavecche
Mayor

ORANGE COUNTY TRANSPORTATION AUTHORITY

By: 

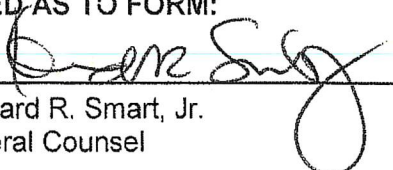
Will Kempton
Chief Executive Officer

ATTEST:

By: 

for Mary E. Murphy
City Clerk

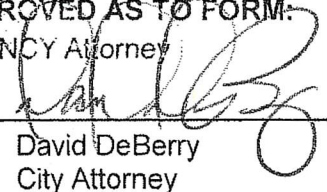
APPROVED AS TO FORM:

By: 

Kennard R. Smart, Jr.
General Counsel

APPROVED AS TO FORM:

AGENCY Attorney

By: 

David DeBerry
City Attorney

APPROVAL RECOMMENDED:

By: 

Kia Mortazavi
Executive Director, Planning

Dated: 7-28-11

Dated: 8-11-11

Should be titled Amendment No.1. See
Amendment No.2 dated July 18, 2014
(Page 2)

1451 - 5890.8
Distributed: 8-12-13

Accounting

CAMM

FPA

PM

Vendor

AMENDMENT NO. 4 (REVISED) 1

MASTER FUNDING AGREEMENT NO. C-1-2777

BETWEEN

ORANGE COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF ORANGE

FOR

M2 COMPREHENSIVE TRANSPORTATION FUNDING PROGRAMS

THIS AMENDMENT NO. 4 is effective this 11th day of July 2013, by and between the Orange County Transportation Authority ("AUTHORITY"), and the City of Orange, a municipal corporation (hereinafter referred to as "AGENCY").

WITNESSETH:

WHEREAS, by Agreement No. C-1-2777 dated August 19, 2011, as last changed by Letter Agreement No. 3, AUTHORITY and AGENCY entered into a Master Funding Agreement that defines the specific terms and conditions and funding responsibilities between AUTHORITY and AGENCY for Comprehensive Transportation Funding Programs (CTFP) and Local Fair Share Program Net Revenues;

WHEREAS, AUTHORITY is revising the audit provision language with no change to the maximum cumulative obligation; and

NOW, THEREFORE, it is mutually understood and agreed by AUTHORITY and AGENCY that Agreement No. C-1-2777 is hereby amended in the following particulars only:

1. Amend ARTICLE 3. RESPONSIBILITIES OF AUTHORITY, page 4 of 10, Paragraph G, to delete in its entirety and in lieu thereof insert:

"AUTHORITY, or agents of AUTHORITY, may upon close-out off each PROJECT(s) under this Agreement, perform a technical or field review to ensure that CTFP Guidelines were followed. Such review may be performed after an acceptable final report has been submitted for each

AMENDMENT NO. 4 TO
AGREEMENT NO. C-1-2777

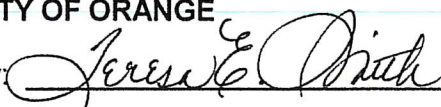
PROJECT(s). If the review determines that any of the activities performed are ineligible for CTFP funding, AGENCY must return the amount of funding used to perform the ineligible activity to AUTHORITY in accordance with Article 4.G."

2. Amend **ARTICLE 6. AUDIT AND INSPECTION**, page 7 of 10, line 1, to delete "a period of four (4) years" and in lieu thereof insert "a period of five (5) years."

The balance of Agreement No. C-1-2777 remains unchanged

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 4 to Agreement C-1-2777 to be executed as of the date first above written.

CITY OF ORANGE

By: 

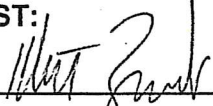
Teresa Smith
Mayor

ORANGE COUNTY TRANSPORTATION AUTHORITY

By: 

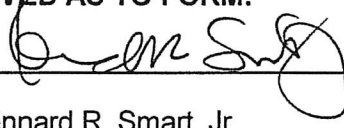
Meena Katakia
Manager, Capital Projects

ATTEST:

By:  chief clerk for

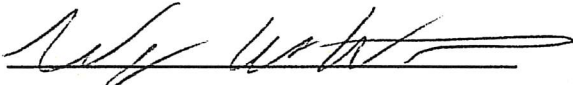
Mary E. Murphy
City Clerk

APPROVED AS TO FORM:

By: 

Kennard R. Smart, Jr.
General Counsel

APPROVED AS TO FORM:

By: 

Wayne Winthers
City Attorney

Dated: 7-11-13

Ag. 2/79.1 L
Distributed: 7-22-14
Accounting
CMM
FPA
PM R Lopez-S Kaur-K Aitor
Vendor
CA P Bitor

1 AMENDMENT NO. 2 TO
2 MASTER FUNDING AGREEMENT NO. C-1-2777

3 BETWEEN

4 ORANGE COUNTY TRANSPORTATION AUTHORITY

5 AND

6 CITY OF ORANGE

7 FOR

8 M2 COMPREHENSIVE TRANSPORTATION FUNDING PROGRAMS

9 THIS AMENDMENT NO. 2 is effective this 18 day of July 2014, by and
10 between the Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange,
11 California 92863-1584, a public corporation of the State of California (hereinafter referred to as
12 "AUTHORITY"), and the City of Orange, 300 E. Chapman Ave., Orange, CA 92866, a municipal
13 corporation (hereinafter referred to as "AGENCY") each individually known as "Party" and collectively
14 known as the "Parties".

15 WITNESSETH:

16 WHEREAS, by Agreement No. C-1-2777 dated August 19, 2011, as last changed by Letter
17 Agreement No. 5 dated November 15, 2013, AUTHORITY and AGENCY entered into a Master
18 Funding Agreement that defines the specific terms and conditions and funding responsibilities between
19 AUTHORITY and AGENCY for Comprehensive Transportation Funding Programs (CTFP) and Local
20 Fair Share Program Net Revenues;

21 WHEREAS, currently Letter Agreements and Amendments to the Master Funding Agreement
22 (Amendments) are numbered sequentially as issued; and

23 WHEREAS, the Letter Agreements are sub-agreements to the Master Funding Agreement; and

24 WHEREAS, the AUTHORITY and AGENCY desire to separate the Letter Agreements from the
25 Amendments and assign separate numbering conventions to each; and

26 /

1 **WHEREAS**, due to the change in the numbering convention for the Letter Agreements and
2 Amendments, this Amendment No. 2 will revise the numbering for Amendments to Agreement No. C-1-
3 2777 issued to date as follows: Amendment No. 4 (Revised) dated July 11, 2013 is changed to
4 Amendment No. 1, with the subsequent Amendments to the Master Funding Agreement to be
5 numbered sequentially beginning with this Amendment No. 2; and

6 **WHEREAS**, the next Letter Agreement to be issued will be No. 6 with Attachment A-6, Letter
7 Agreement No. 4 and Attachment A-5 will not be used; and

8 **WHEREAS**, AUTHORITY is revising the audit provision language with no change to the
9 maximum cumulative obligation; and

10 **NOW, THEREFORE**, it is mutually understood and agreed by AUTHORITY and
11 AGENCY that Agreement No. C-1-2777 is hereby amended in the following particulars only:

12 1. Amend **ARTICLE 5. DELEGATED AUTHORITY**, page 6 of 10, to delete in its entirety
13 and in lieu thereof insert:

14 "The actions required to be taken by AGENCY in the implementation of this Agreement are
15 delegated to its Director of Public Services, or his/her designee, and the actions required to be taken by
16 AUTHORITY in the implementation of this Agreement are delegated to AUTHORITY's Chief Executive
17 Officer or designee."

18 2. Amend **ARTICLE 6. AUDIT AND INSPECTION**, page 6 of 10, as last changed by
19 Amendment No. 4 (Revised) (now identified as Amendment No. 1) dated July 11, 2013 to delete in its
20 entirety and in lieu thereof insert:

21 "AUTHORITY and AGENCY shall maintain a complete set of records in accordance with
22 generally accepted accounting principles. Upon reasonable notice, AGENCY shall permit the
23 authorized representatives of the AUTHORITY to inspect and audit all work, materials, payroll,
24 contracts, books, accounts, and other data and records of AGENCY for a period of five (5) years after
25 final payment by AUTHORITY for CTFP projects. For the Local Fair Share program, upon reasonable
26 notice, AGENCY shall permit the authorized representatives of the AUTHORITY to inspect and audit all

work, materials, payroll, contracts, books, accounts, and other data and records of AGENCY for a period of five (5) years after expenditure of funds or five (5) years after final payment of debt service where local fair share revenues were pledged, whichever is longer. AUTHORITY 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 AGENCY's contractor(s)."

3. Amend **ARTICLE 8. ADDITIONAL PROVISIONS**, page 9 of 10, Paragraph L, to update AUTHORITY's contact information.

To AGENCY:

City of Orange
300 E. Chapman Ave.
Orange, CA 92866

ATTENTION: Joe DeFrancesco
Director of Public Works

Tel: (714) 744-5525

E-mail: webmaster@cityoforange.org

To AUTHORITY:

Orange County Transportation Authority
550 South Main Street
P.O. Box 14184
Orange, CA 92863-1584

ATTENTION: Michael Le

Associate Contract Administrator

Tel:(714) 560 – 5314

E-mail: mle1@octa.net

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1 The balance of Agreement No. C-1-2777 remains unchanged

2 **IN WITNESS WHEREOF**, the parties hereto have caused this Amendment No. 2 to Agreement
3 C-1-2777 to be executed as of the date first above written.

4 **CITY OF ORANGE**

5 By: Teresa E. Smith

6 Teresa E. Smith
7 Mayor

ORANGE COUNTY TRANSPORTATION AUTHORITY

5 By: Meena Katakia

6 Meena Katakia
7 Manager, Capital Projects

8 **ATTEST:**

9 By: Mary E. Murphy

10 Mary E. Murphy
11 City Clerk

APPROVED AS TO FORM:

9 By: Kennard R. Smart, Jr.

10 Kennard R. Smart, Jr.
11 General Counsel

12 **APPROVED AS TO FORM:**

13 By: Wayne W. Winthers

14 Wayne W. Winthers
15 City Attorney

16 Dated: 7/10/14

C12777_Letter Agreement

Final Audit Report

2026-05-22

Created:	2026-03-11
By:	Cathy Bounleuth (cbounleuth@octa.net)
Status:	Signed
Transaction ID:	CBJCHBCAABAA_NSiA5yOOf39c8jeZsbaltPp4-G9NFy_

"C12777_Letter Agreement" History

-  Document created by Cathy Bounleuth (cbounleuth@octa.net)
2026-03-11 - 6:13:35 PM GMT
-  Document emailed to Rose Casey (rcasey@octa.net) for signature
2026-03-11 - 6:21:47 PM GMT
-  Restricted visibility Email viewed by Rose Casey (rcasey@octa.net)
2026-03-31 - 5:52:39 PM GMT
-  New document URL requested by Rose Casey (rcasey@octa.net)
2026-03-31 - 5:52:41 PM GMT
-  Restricted visibility Document e-signed by Rose Casey (rcasey@octa.net)
Signature Date: 2026-03-31 - 5:56:39 PM GMT - Time Source: server
-  Document emailed to Christopher Cash (ccash@cityoforange.org) for signature
2026-03-31 - 5:56:42 PM GMT
-  Restricted visibility Email viewed by Christopher Cash (ccash@cityoforange.org)
2026-03-31 - 7:37:51 PM GMT
-  Restricted visibility Email viewed by Christopher Cash (ccash@cityoforange.org)
2026-05-21 - 11:02:04 PM GMT
-  Signer Christopher Cash (ccash@cityoforange.org) entered name at signing as Christopher S. Cash
2026-05-21 - 11:02:52 PM GMT
-  Restricted visibility Document e-signed by Christopher S. Cash (ccash@cityoforange.org)
Signature Date: 2026-05-21 - 11:02:54 PM GMT - Time Source: server - Signature Appearance Selected: TYPE
-  Document emailed to Rose Casey (rcasey@octa.net) for signature
2026-05-21 - 11:02:57 PM GMT



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2026-05-21 - 11:07:50 PM GMT

 Restricted visibility Document e-signed by Rose Casey (rcasey@octa.net)

Signature Date: 2026-05-21 - 11:08:54 PM GMT - Time Source: server - Signature Appearance Selected: TYPE

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2026-05-21 - 11:08:56 PM GMT

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2026-05-22 - 6:59:35 PM GMT

 Restricted visibility Document e-signed by Lydia Bilynsky (lbilynsky@octa.net)

Signature Date: 2026-05-22 - 7:00:15 PM GMT - Time Source: server - Signature Appearance Selected: DRAW

 Agreement completed.

2026-05-22 - 7:00:15 PM GMT



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