

1 **COOPERATIVE AGREEMENT NO. C-1-3741**

2 **BETWEEN**

3 **ORANGE COUNTY TRANSPORTATION AUTHORITY**

4 **AND**

5 **CITY OF LA HABRA**

6 **FOR**

7 **LA HABRA COMMUNITY SPECIAL EVENT SHUTTLE (PROJECT V COMMUNITY- BASED**
8 **TRANSIT/CIRCULATORS, PROJECT NO. 20-LHAB-CBT-3961)**

9 **THIS COOPERATIVE AGREEMENT** is effective this _____ day of _____, 2021
10 (“Effective Date”), by and between the Orange County Transportation Authority, 550 South Main Street,
11 P.O. Box 14184, Orange, California 92863-1584, a public corporation of the State of California
12 (hereinafter referred to as "AUTHORITY" or "OCTA"), and the City of La Habra, 110 E La Habra Blvd,
13 La Habra, California 90631, a municipal corporation (hereinafter referred to as "CITY"), each individually
14 known as “PARTY,” and/or collectively known as “PARTIES.”

15 **RECITALS:**

16 **WHEREAS**, the AUTHORITY’s Board of Directors (BOARD) approved the
17 Project V Community-Based Transit/Circulator service; Community Special Event Shuttle
18 (Project No. 20-LHAB-CBT-3961), hereinafter referred to as “PROJECT,” on April 13, 2020 and also
19 authorized AUTHORITY to develop and execute a Cooperative Agreement; and

20 **WHEREAS**, AUTHORITY and CITY desire to enter into a Cooperative Agreement to define the
21 roles and responsibilities between AUTHORITY and CITY for initial marketing and operating subsidy
22 funds for community-based transit services for the Community Special Event Shuttle (hereinafter referred
23 to as PROJECT) in accordance with Exhibit A, entitled “La Habra Community Special Event Shuttle
24 Scope of Work”, herein referred to as Exhibit A; and

25 **WHEREAS**, AUTHORITY’s BOARD approved the Renewed Measure M2 Eligibility Guidelines -
26 Local Agency Preparation Manual on January 25, 2010 and subsequent amendments, most recently on

1 April 12, 2021 and the Comprehensive Transportation Funding Programs (CTFP) Guidelines
2 October 14, 2019 and most recently on January 25, 2021; and

3 **WHEREAS**, AUTHORITY will periodically update the Renewed Measure M2 Eligibility
4 Guidelines - Local Agency Preparation Manual and the CTFP Guidelines whereby the most recent update
5 is incorporated herein by reference; and

6 **WHEREAS**, AUTHORITY's BOARD authorized on January 25, 2021, the AUTHORITY to
7 negotiate, execute, and amend as necessary all existing cooperative agreements for Project V Services
8 in order to implement the changes consistent with the direction provided by the AUTHORITY's BOARD
9 on January 25, 2021; and

10 **WHEREAS**, AUTHORITY and CITY agree that M2 funding is subject to CITY annually fulfilling
11 M2 eligibility requirements; and

12 **WHEREAS**, CITY has indicated it will contract directly with service provider to operate PROJECT;
13 and

14 **WHEREAS**, AUTHORITY has agreed to provide Project V funding in the amount not-to-exceed
15 Sixty-Six Thousand Two Hundred Thirty-Four Dollars (\$66,234), of which the AUTHORITY and CITY
16 agree that initial marketing to be provided by AUTHORITY is Twelve Thousand Five Hundred Ten Dollars
17 (\$12,510), and the annual operating subsidy to be provided will be in an amount not to exceed
18 Fifty-Three Thousand Seven Hundred Twenty-Four Dollars (\$53,724), consistent with Exhibit B, entitled
19 "La Habra Community Special Event Shuttle Funding Table," herein referred to Exhibit B; and

20 **WHEREAS**, CITY has agreed to provide a minimum of at least One Thousand Three Hundred
21 Ninety Dollars (\$1,390) for initial marketing costs, and Five Thousand Nine Hundred Seventy Dollars
22 (\$5,970) for operating match, consistent with Exhibit B; and

23 **WHEREAS**, this Cooperative Agreement defines the specific terms, conditions, roles and funding
24 responsibilities between the AUTHORITY and CITY for PROJECT; and

25 **WHEREAS**, CITY's Council approved this Cooperative Agreement on this _____ day of
26 _____ 20__; and

1 **NOW, THEREFORE**, it is mutually understood and agreed by AUTHORITY and CITY as follows:

2 **ARTICLE 1. COMPLETE COOPERATIVE AGREEMENT**

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

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

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

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1 **ARTICLE 2. SCOPE OF COOPERATIVE AGREEMENT**

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

7 **ARTICLE 3. RESPONSIBILITES OF AUTHORITY**

8 AUTHORITY agrees to the following responsibilities for PROJECT:

9 A. Within sixty (60) days of receipt of acceptable invoice, to reimburse CITY for
10 ninety percent (90%) of Initial Marketing costs. Under any circumstance, funds provided through this
11 agreement for initial marketing shall not exceed Twelve Thousand Five Hundred Ten Dollars (\$12,510),
12 and shall be provided consistent with Exhibit B.

13 B. Within sixty (60) days of receipt of acceptable invoice, to reimburse for either ninety (90%)
14 of operations and maintenance (O&M) costs net fares or a per boarding subsidy (described below),
15 whichever is lower and based on evidence of costs incurred. The per boarding subsidy will be
16 Ten Dollars and Five Cents (\$10.05) per boarding for fiscal year (FY) 2020-21, Ten Dollars and
17 Twenty-Four Cents (\$10.24) per boarding for FY 2021-22, Ten Dollars and Forty-Three Cents (\$10.43)
18 per boarding for FY 2022-23, Ten Dollars and Sixty-Two Cents (\$10.62) per boarding for FY 2023-24,
19 Ten Dollars and Eighty-One Cents (\$10.81) per boarding for FY 2024-25, Eleven Dollars and One Cent
20 (\$11.01) per boarding for FY 2025-26, Eleven Dollars and Twenty-Two Cents (\$11.22) per boarding for
21 FY 2026-27, Eleven Dollars and Forty-Three Cents (\$11.43) per boarding for FY 2027-28, and
22 Eleven Dollars and Sixty-Four Cents (\$11.64) per boarding for FY 2028-29. Under any circumstance,
23 funds provided through this Cooperative Agreement for O&M shall not exceed Fifty-Three Thousand
24 Seven Hundred Twenty-Four Dollars (\$53,724) and shall be provided consistent with Exhibit B.

25 C. AUTHORITY will review CITY's project operating reports and provide regular updates on
26 service performance and bring any requested significant scope changes that are not specifically

1 requested through CITY Council action to AUTHORITY's BOARD for review and approval, when
2 appropriate.

3 D. AUTHORITY staff will review and approve scope changes that are determined to be minor
4 in nature.

5 E. Upon the service's cost per boarding exceeding twice the per boarding subsidy or
6 exceeding Twenty Dollars and Ten Cents (\$20.10) for FY 2020-21, Twenty Dollars and Forty-Seven
7 Cents (\$20.47) for FY 2021-22, Twenty Dollars and Eighty-Five Cents (\$20.85) for FY 2022-23,
8 Twenty-One Dollars and Twenty-Four Cents (\$21.24) for FY 2023-24, Twenty-One Dollars and
9 Sixty-Three Cents (\$21.63) for FY 2024-25, Twenty-Two Dollars and Three Cents (\$22.03) for
10 FY 2025-26, Twenty-Two Dollars and Forty-Four Cents (\$22.44) for FY 2026-27, Twenty-Two Dollars
11 and Eighty-Five Cents (\$22.85) for FY 2027-28, and Twenty-Three Dollars and Twenty-Seven Cents
12 (\$23.27) for FY 2028-29 (consistent with rates as identified in Article 3, paragraph B), AUTHORITY will
13 provide written notice to CITY of this determination. CITY will be required to disclose this finding and any
14 other relevant operating data to CITY Council and request a CITY Council response to continue,
15 restructure, or cancel the service, all within sixty (60) days of receipt of notice. AUTHORITY will also
16 assist CITY to continue, restructure, or cancel the service, depending on CITY Council response. CITY
17 Council's final determination is expected to be made via CITY Council action and reported back to
18 AUTHORITY within forty-five (45) days of CITY Council action.

19 F. AUTHORITY will provide M2 (OCGO) logos, which may include decals for vehicles and
20 digital artwork for marketing and publication purposes. CITY shall coordinate with OCTA regarding the
21 sizing, placement, and furnishing of decals.

22 **ARTICLE 4. RESPONSIBILITIES OF CITY**

23 CITY agrees to the following responsibilities for PROJECT:

24 A. To provide transit or community shuttle service consistent with the project scope identified
25 in Exhibit A.

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1 B. Transit service is to be open to the public, and fully accessible for persons with disabilities,
2 in compliance with the Americans with Disabilities Act (ADA).

3 C. To provide eligible local match funds at a minimum of ten percent (10%) of Initial Marketing
4 Costs, and a minimum of ten percent (10%) of O&M costs (less fares) or whatever match value is required
5 after AUTHORITY has paid the per boarding subsidy (inflated annually consistent with Exhibit B),
6 whichever O&M match contribution is greater, in accordance with Exhibit B.

7 D. If CITY receives Initial Marketing or O&M subsidies for PROJECT from any other
8 non-AUTHORITY source, including fares, CITY will not invoice AUTHORITY for the amount received
9 from the other non-AUTHORITY source(s).

10 E. CITY will submit PROJECT reports to AUTHORITY using Exhibit C, entitled "Project V
11 Quarterly Report," herein referred to as Exhibit C, and shall provide to AUTHORITY monthly revenue
12 vehicle hours, revenue vehicle miles, boardings, project cost information, and cost per boarding broken
13 down by each month for the reporting quarter. Customer satisfaction may be reported in aggregate for
14 the quarterly reporting period. However, surveys need to be conducted at minimum once a year.

15 F. CITY will invoice AUTHORITY not more frequently than quarterly but at least once a year
16 to receive reimbursement for ninety percent (90%) of Initial Marketing costs and ninety (90%) of O&M
17 costs or per boarding subsidy, as described in Article 3, paragraph B, whichever is lower, and consistent
18 with ARTICLE 5. A Sample Invoice Template is provided as Exhibit D.

19 G. CITY shall provide separate and distinct cost accounting for all Project V funded services
20 and include and identify any non-AUTHORITY funds or grant revenues, including fares, received along
21 with any requirements associated with external fund sources for the PROJECT to confirm AUTHORITY's
22 share and local match rates.

23 H. CITY's Project V service shall meet the following minimum performance standard of
24 providing service at a cost of no more than twice the per boarding subsidy. Upon the service's cost per
25 boarding exceeding Twenty Dollars and Ten Cents (\$20.10) for FY 2020-21, Twenty Dollars and
26 Forty-Seven Cents (\$20.47) for FY 2021-22, Twenty Dollars and Eighty-Five Cents (\$20.85) for

1 FY 2022-23, Twenty-One Dollars and Twenty-Four Cents (\$21.24) for FY 2023-24, Twenty-One Dollars
2 and Sixty-Three Cents (\$21.63) for FY 2024-25, Twenty-Two Dollars and Three Cents (\$22.03) for
3 FY 2025-26, Twenty-Two Dollars and Forty-Four Cents (\$22.44) for FY 2026-27, Twenty-Two Dollars
4 and Eighty-Five Cents (\$22.85) for FY 2027-28, and Twenty-Three Dollars and Twenty-Seven Cents
5 (\$23.27) for FY 2028-29 (consistent with rates as identified in Article 3, paragraph E), AUTHORITY will
6 provide written notice to CITY of this determination.

7 I. Upon receipt of AUTHORITY notification that CITY is not meeting the requirement
8 described in Article 4, paragraph H, CITY will be required to disclose this finding and any other relevant
9 operating data to the CITY Council and solicit a response from the CITY Council within sixty (60) days of
10 receipt of notice. The CITY Council response shall be one of the following; to continue, to restructure, or
11 to cancel the service. CITY Council's response shall be made via CITY Council action and reported back
12 to AUTHORITY within forty-five (45) days of CITY Council action.

13 J. CITY agrees to place AUTHORITY's M2 (OCGO) decals on the vehicles used for service
14 and on marketing and related service publication materials, including software applications.

15 K. CITY is required to use capital items purchased with Project V funding, such as but not
16 limited to bus/vehicles, equipment, facilities, and bus stop amenities, for Project V purposes for the entire
17 useful life and/or through the termination of the service. For capital items purchased with
18 Project V funding, if termination of Project V use occurs prior to the completion of the capital item's useful
19 life and/or grant term, CITY is responsible for repaying AUTHORITY the same percentage of the sale
20 price (or estimated value of the asset(s) based on straight line depreciation of the asset[s]), consistent
21 with the Project V percentage of the initial purchase. Useful life shall be based upon AUTHORITY's policy
22 for service life for similar asset type, where applicable.

23 L. CITY is required to coordinate and seek approval from AUTHORITY regarding any
24 changes to project scope in Exhibit A. If service substantially deviates from the scope identified in
25 Exhibit A, without CITY Council action and/or OCTA approval, the project may not be reimbursed.

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1 M. CITY shall be responsible for providing ample notification to its customers at a minimum
2 of fourteen (14) calendar days prior to any significant service changes and/or service cancellation.

3 N. CITY shall submit an ADA Service Plan to AUTHORITY for review prior to the start of
4 services identified in Exhibit A and shall ensure service meets ADA requirements.

5 O. CITY shall develop and administer surveys to measure customer satisfaction at least once
6 a year based upon local service objectives. CITY shall report to AUTHORITY information collected
7 through the surveys through Exhibit C; and report should include a plan to improve service, if customer
8 satisfaction is found to be below CITY's service objectives.

9 **ARTICLE 5. MAXIMUM COMPENSATION AND REQUEST FOR REIMBURSEMENT**

10 A. CITY shall contribute matching funds, as is specified within this Cooperative Agreement
11 in Article 4, paragraph C, toward the actual costs of PROJECT.

12 B. CITY shall invoice AUTHORITY, consistent with funding match and per boarding subsidy
13 as noted in Article 3, paragraph B and Article 4, paragraph C, and is expected to invoice quarterly, when
14 applicable and within ninety (90) days following a quarterly service period to receive reimbursement and
15 in accordance with Exhibit B. CITY's invoice shall include allowable PROJECT costs incurred and paid
16 for by CITY consistent with the PROJECT's Scope of Work. Invoice shall include supporting
17 documentation as required to verify Initial Marketing and O&M costs. Invoices submitted by CITY shall
18 be signed by an authorized agent who can duly certify the accuracy of the included information and shall
19 not exceed Sixty-Six Thousand Two Hundred Thirty-Four Dollars (\$66,234). Advance payments by
20 AUTHORITY are not allowed.

21 C. The invoice must be submitted on CITY's letterhead.

22 D. The invoice shall be submitted by CITY and in duplicate to AUTHORITY's Accounts
23 Payable Office. Each invoice shall include the following information:

- 24 1. Cooperative Agreement Number C-1-3741 and Project Number 20-LHAB-CBT-3961
25 2. The total PROJECT expenditures including the percent and amount to be reimbursed
26 shall not exceed ninety percent (90%) of Initial Marketing and ninety percent (90%) of O&M costs or the

1 per boarding subsidy, which is listed in Article 3, paragraph B. Supporting documentation for all expenses
2 must be provided, including invoices. A Sample Invoice Template is provided as Exhibit D.

3 3. Adequate detail describing all work completed.

4 4. Documentation providing evidence that the contractor(s), including service
5 provider/operator has been paid by CITY.

6 5. Each invoice for O&M subsidy will include the following operating statistics for the
7 invoicing period: revenue vehicle hours, total boardings, boardings per revenue vehicle hour, operating
8 costs, net operating costs (costs less fares), reimbursement per net operating costs, reimbursement per
9 boarding, and cost per boarding consistent with Exhibit C report template.

10 6. If CITY receives operating subsidy from any other non-AUTHORITY source, CITY will
11 note other revenues in invoice and also not invoice OCTA for the amount received from the other
12 non-AUTHORITY source(s).

13 7. Such other information as requested by AUTHORITY.

14 E. Total payments shall not exceed the Funding Amount specified in Article 3, paragraphs A
15 and B above.

16 F. CITY shall submit final invoice no later than one hundred eighty (180) days after
17 completion of PROJECT.

18 **ARTICLE 6. DELEGATED AUTHORITY**

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

23 **ARTICLE 7. AUDIT AND INSPECTION**

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

1 other data and records of CITY for a period of five (5) years after final payment, or completion of audit by
2 the AUTHORITY, or after final payment of debt service, whichever is longer. For purposes of audit, the
3 date of completion of this Cooperative Agreement shall be the date of AUTHORITY's payment of CITY's
4 final billing under this Cooperative Agreement. AUTHORITY shall have the right to reproduce any such
5 books, records, and accounts. The above provision with respect to audits shall extend to and/or be
6 included in contracts with CITY's contractor(s).

7 **ARTICLE 8. MUTUAL INDEMNIFICATION**

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

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

1 connection with or arising out of the performance of this Cooperative Agreement.

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

4 **ARTICLE 9. ADDITIONAL PROVISIONS:**

5 PARTIES agree to the following mutual responsibilities:

6 A. Term of Cooperative Agreement: This Cooperative Agreement shall continue in full force
7 and effect from the effective date until June 30, 2030, unless otherwise terminated as provided in this
8 Article. This Cooperative Agreement may only be extended upon mutual consent by both PARTIES.

9 B. Termination: In the event either PARTY defaults in the performance of their obligations
10 under this Cooperative Agreement or breaches any of the provisions of this Agreement, the
11 non-defaulting PARTY shall have the option to terminate this Agreement upon sixty (60) calendar days'
12 prior written notice to the other PARTY.

13 C. Termination for Convenience: Either PARTY may terminate this Cooperative Agreement
14 for its convenience by providing sixty (60) days' prior written notice of its intent to terminate for
15 convenience to the other PARTY.

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

19 E. PARTIES shall comply with all applicable federal, state, and local laws, statues,
20 ordinances and regulations of any governmental authority having jurisdiction over the PROJECT.

21 F. Legal Authority: PARTIES hereto consent that they are authorized to execute this
22 Cooperative Agreement on behalf of said PARTIES and that, by so executing this Cooperative
23 Agreement, PARTIES hereto are formally bound to the provisions of this Cooperative Agreement.

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

1 covenant or condition of this Cooperative Agreement shall be valid and enforceable to the fullest extent
2 permitted by law.

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

7 I. Force Majeure: Each of the PARTIES shall be excused from performing its obligations
8 under this Cooperative Agreement during the time and to the extent that it is prevented from performing
9 by an unforeseeable cause beyond its control, including but not limited to; any incidence of fire, flood;
10 acts of God; commandeering of material, products, plants or facilities by the federal, state or local
11 government; national fuel shortage; or a material act or omission by the other PARTY; when satisfactory
12 evidence of such cause is presented to the other PARTY, and provided further that such nonperformance
13 is unforeseeable, beyond control and is not due to the fault or negligence of the PARTY not performing.

14 J. Assignment: Neither this Cooperative Agreement, nor any of the PARTIES' rights,
15 obligations, duties, or authority hereunder may be assigned in whole or in part by any party without the
16 prior written consent of the other PARTIES in their sole and absolute discretion. Any such attempt of
17 assignment shall be deemed void and of no force and effect. Consent to one assignment shall not be
18 deemed consent to any subsequent assignment, nor the waiver of any right to consent to such
19 subsequent assignment.

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

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1 L. Litigation fees: Should litigation arise out of this Cooperative Agreement for the
2 performance thereof, the court shall award costs and expenses, including attorney's fees, to the prevailing
3 PARTY.

To CITY:	To AUTHORITY:
City of La Habra	Orange County Transportation Authority
110 E La Habra Blvd, La Habra, California 90631	550 South Main Street P. O. Box 14184 Orange, CA 92863-1584
Attention: David De Leon	Attention: Luis Martinez
Recreation Services Manager	Associate Contract Administrator
Tel: (562) 383-4200 E-mail: ddleon@lahabracaca.gov	Tel: (714) 560-5767 E-mail: lmartinez1@octa.net Cc: Joseph Alcock, Section Manager, M2 Local Programs Email: jalcock@octa.net

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

19 N. Successors and Assigns: The provisions of this Cooperative Agreement shall bind and
20 inure to the benefit of each of the PARTIES hereto, and all successors or assigns of the PARTIES hereto.

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1 This Cooperative Agreement shall be made effective upon execution by both PARTIES.

2 **IN WITNESS WHEREOF**, the PARTIES hereto have caused this Cooperative
3 Agreement No. C-1-3741 to be executed on the date first above written.

4 **CITY OF LA HABRA**

**ORANGE COUNTY TRANSPORTATION
AUTHORITY**

5 By: _____

By: _____

6 Jim Sadro
7 City Manager

Darrell E. Johnson
Chief Executive Officer

8
9 **ATTEST:**

APPROVED AS TO FORM

10 By: _____

By:  _____
James Donich (Oct 15, 2021 18:03 PDT)

11 Laurie Swindell; CMC
12 City Clerk

James M. Donich
General Counsel

13 **APPROVED AS TO FORM:**

APPROVAL RECOMMENDED:

14 By: _____

By: _____

15 Richard D. Jones
16 City Attorney

Kia Mortazavi
Executive Director, Planning



MB 

SCOPE OF WORK

LA HABRA COMMUNITY SPECIAL EVENT SHUTTLE

PROJECT SUMMARY

The La Habra Community Special Event Shuttle is a service that will operate on three (3) special event days, per year, for the term of the grant. The grant also provides funding for initial marketing primarily signage, communication, and branding materials to support operating the special event service over the term of the grant.

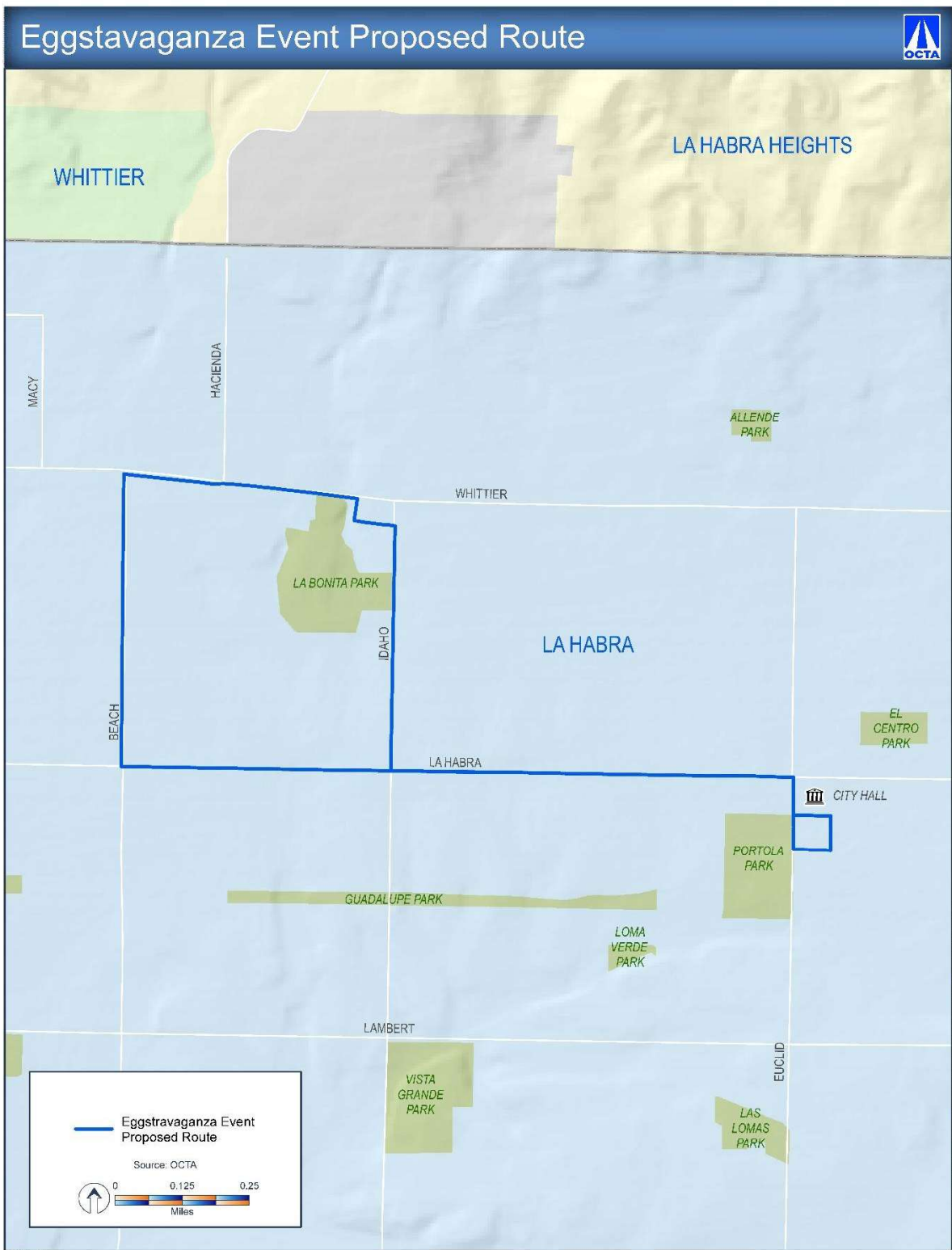
The City itself (or through a vendor) will administer, operate, and store as appropriate, all special event shuttles and relevant materials.

The City's three (3) proposed annual special event days include the following:

- **Eggstravaganza Event (in April) 1 day event-** proposed operating statistics and routing is provided below:

Operating Characteristics: Eggstravaganza

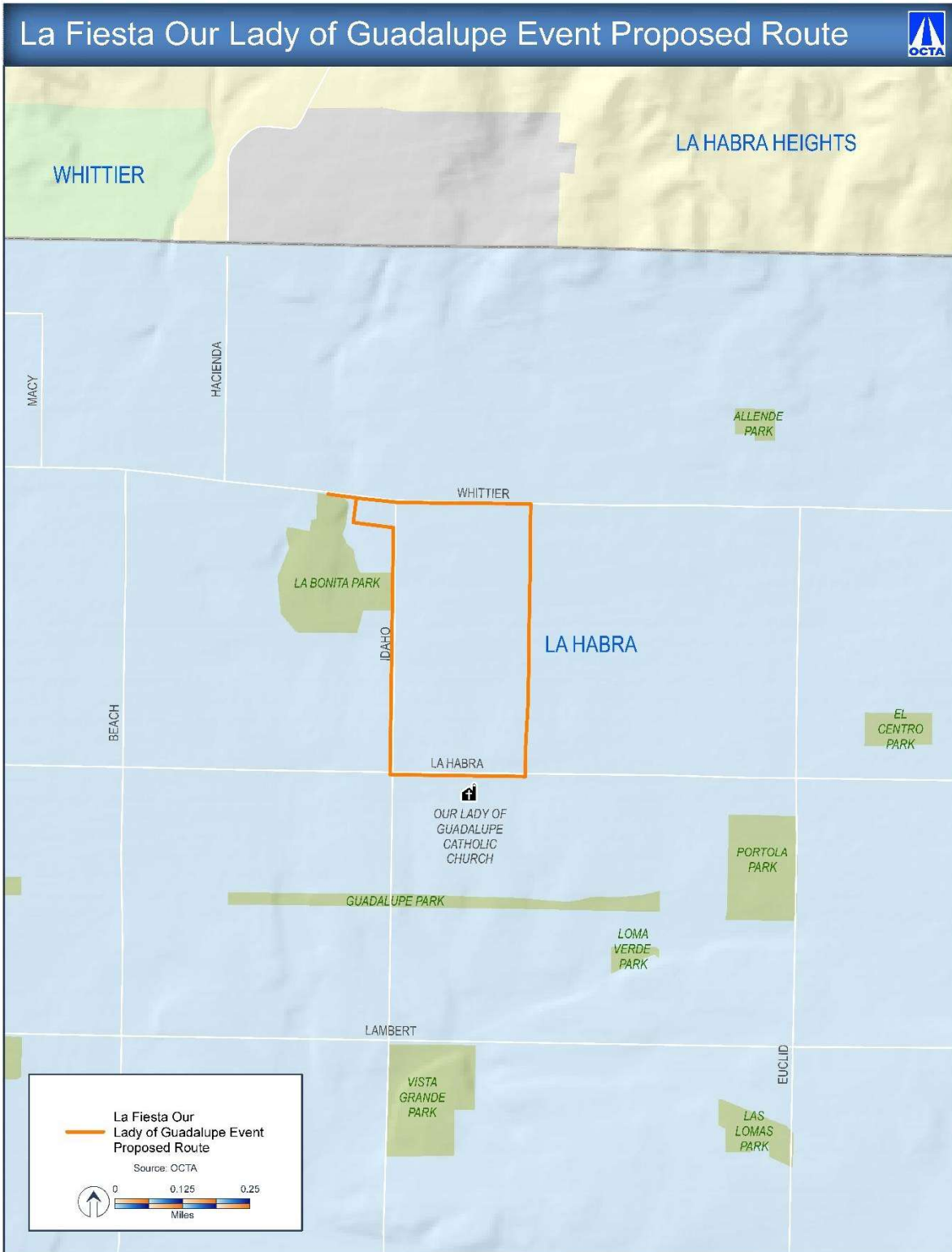
Days of Operation	Year 1 – Saturday, April 11, 2021
Service Span	7 am – 12 pm (5 hours)
Headway	N/A
Avg. Service Speed	20 minutes
Headway	N/A
No. Shuttles	1



- **La Fiesta Our Lady of Guadalupe Event (November) 1 day event** – proposed operating statistics and routing is provided below.

Operating Characteristics: La Fiesta

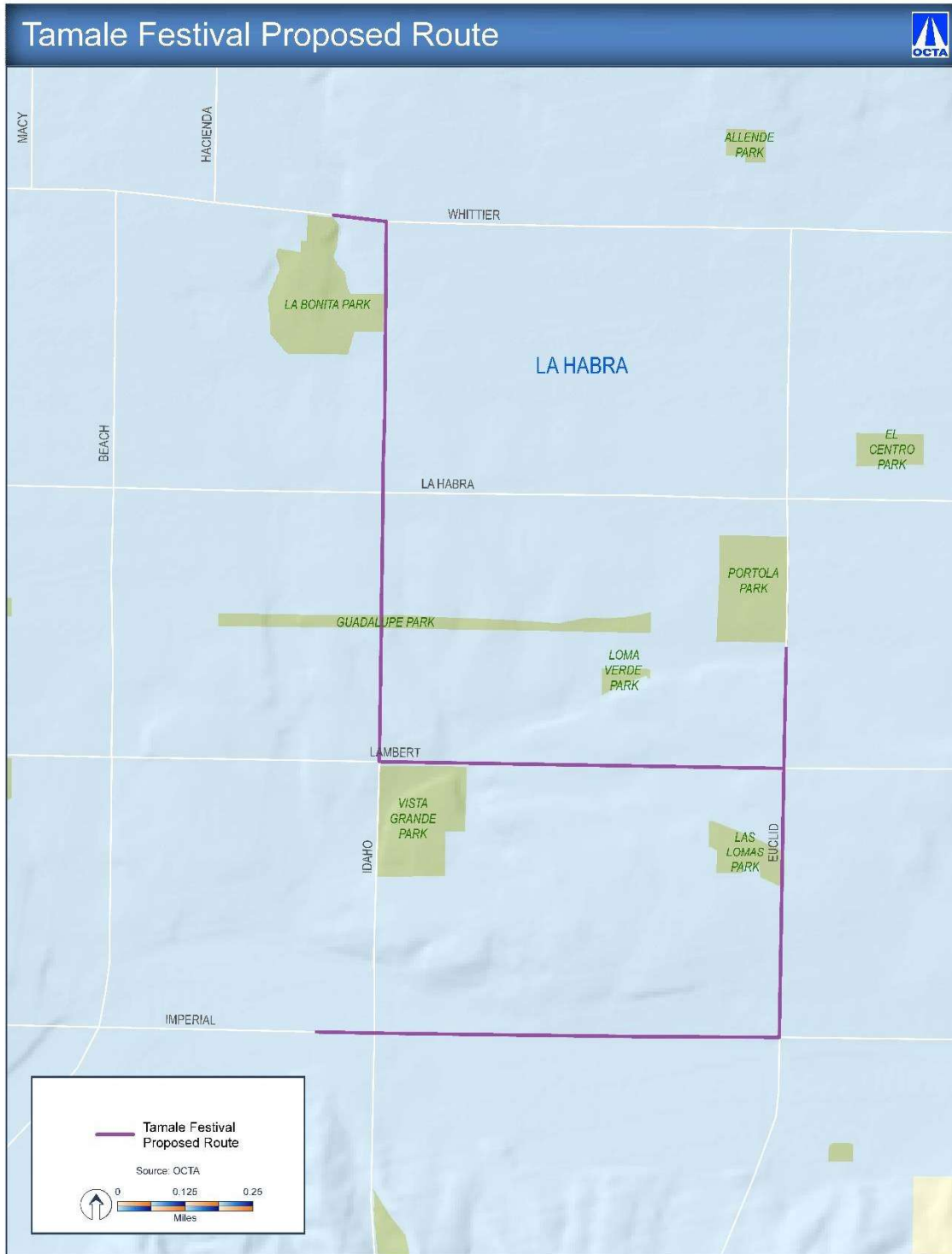
Days of Operation	Year 1 – Sunday, November 29, 2020
Service Span	8 am - 8 pm (12 hours)
Avg. Service Speed	20
Headway	20 minutes
No. Shuttles	2



- **Tamale Festival (December) – 1 day event** – proposed operating statistics and routing is provided below.

Operating Characteristics: La Habra Tamale Festival Route

Days of Operation	Year 1 – Sunday, December 6, 2020
Service Span	8 am – 6:30 pm (10.5 hours)
Avg. Service Speed	20
Headway	20 minutes
No. Shuttles	3



Proposed stop locations per special event are identified below:

La Habra Project V - Stop Locations Per Event

Route	Stop	Direction	Existing/New/NA
Eggstravaganza	La Habra City Hall on E. 1st Ave.	WB	OCTA Route 37
ONE (1) Community Event Shuttle	La Bonita Park on Whittier Blvd.	EB	OCTA Route 29

Route	Stop	Direction	Existing/New/NA
La Fiesta	La Bonita Park on N. Idaho	SB	OTCA Routes 29/143
TWO (2) Community Event Shuttles	Our Lady of Guadalupe Church	EB	OCTA Route 129

Route	Stop	Direction	Existing/New/NA
Tamale Festival	La Bonita Park Whitter Entrance	EB	OCTA Route 143
THREE (3) Community Event Shuttles	La Habra Community Center	SB	N/A

La Habra Community Event Shuttle Funding Table

	Year 1 FY 21	Year 2 FY 22	Year 3 FY 23	Year 4 FY 24	Year 5 FY 25	Year 6 FY 26	Year 7 FY 27	Year 8 FY 28	Year 9 FY 29	TOTALS
INITIAL MARKETING	10%									
OCTA Marketing	\$ 12,510	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,510
Local Match	\$ 1,390	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,390
Total Marketing	\$ 13,900	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,900

	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%
O&M										
OCTA Operations	\$ 7,117	\$ 7,296	\$ 7,479	\$ 7,666	\$ 7,857	\$ 8,054	\$ 8,255	\$ 8,454	\$ 8,653	\$ 53,724
Local Match	\$ 791	\$ 811	\$ 831	\$ 852	\$ 873	\$ 895	\$ 917	\$ 938	\$ 959	\$ 5,970
Total O&M	\$ 7,908	\$ 8,107	\$ 8,310	\$ 8,518	\$ 8,730	\$ 8,949	\$ 9,172	\$ 9,392	\$ 9,612	\$ 59,694

OCTA Share	\$ 19,627	\$ 7,296	\$ 7,479	\$ 7,666	\$ 7,857	\$ 8,054	\$ 8,255	\$ 8,454	\$ 8,653	\$ 66,234
City Match	\$ 2,181	\$ 811	\$ 831	\$ 852	\$ 873	\$ 895	\$ 917	\$ 938	\$ 959	\$ 7,360
Project Total Cost	\$ 21,808	\$ 8,107	\$ 8,310	\$ 8,518	\$ 8,730	\$ 8,949	\$ 9,172	\$ 9,392	\$ 9,612	\$ 73,594

OCTA % Match	90.00%	90.00%	90.00%	90.00%	90.00%	90.00%	90.00%	90.00%	90.00%	90.00%
Local % Match	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%

Match Rates

	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	OVERALL
Subsidy Rate per Boarding Max	\$ 10.05	\$ 10.24	\$ 10.43	\$ 10.62	\$ 10.81	\$ 11.01	\$ 11.22	\$ 11.43	\$ 11.64	
Cost per Boarding Max	\$ 20.10	\$ 20.47	\$ 20.85	\$ 21.24	\$ 21.63	\$ 22.03	\$ 22.44	\$ 22.85	\$ 23.27	

Note: M2 Funding amounts will be updated in OCFundTracker at the end of each Fiscal Year to reflect transfers of savings authorized by the OCTA Board on 6/24/2021.



PROJECT V QUARTERLY REPORT

Ridership & Statistical Data

Instructions for Submittal

Use this form to submit the required quarterly ridership reports for Project V funded services in operation. To remain in compliance with the CTFP Guidelines, service must meet the minimum service performance standards as outlined in Article 4.

Project Title and Number: [Click here to enter text.](#)

Agency: [Click here to enter text.](#)

Fiscal Year	Quarter	Time Period	Estimated Costs
21/22	2	October 1 - December 30	Click to enter.

Customer Satisfaction:

- 1.) What has been done during the reporting period to survey customer satisfaction and respond to the input received?

[Click or tap here to enter text.](#)

- 2.) When was the last customer satisfaction survey carried out?

[Click to enter.](#)

- 3.) Did customer satisfaction meet or exceed the local jurisdiction's ridership satisfaction performance objectives during this review period? Yes/No

- 4.) If customer satisfaction did not meet or exceed the local jurisdiction's ridership satisfaction performance objectives, please provide a plan to improve ridership satisfaction with this report. Plan attached: Yes/No

Ridership and Statistical Data					
Month/Year	Total O&M Cost	Revenue Vehicle Miles	Boardings	Cost per Boarding	Revenue Vehicle Hours (RVH)
Click to enter.	Click to enter.	Click to enter.	Click to enter.	Click to enter.	Click to enter.
TOTAL	Click to enter.	Click to enter.	Click to enter.	Click to enter.	Click to enter.
Total Cost per RVM (O&M/RVM)		Click to enter.	Total Boardings per RVH (Boardings/RVH)		Click to enter.



PROJECT V QUARTERLY REPORT

Ridership & Statistical Data

Ridership and Statistical Data					
Month/Year	Total O&M Cost	Revenue Vehicle Miles	Boardings	Cost per Boarding	Revenue Vehicle Hours (RVH)
Click to enter.	Click to enter.	Click to enter.	Click to enter.	Click to enter.	Click to enter.
TOTAL	Click to enter.	Click to enter.	Click to enter.	Click to enter.	Click to enter.
Total Cost per RVM (O&M/RVM)		Click to enter.	Total Boardings per RVH (Boardings/RVH)		Click to enter.

Ridership and Statistical Data					
Month/Year	Total O&M Cost	Revenue Vehicle Miles	Boardings	Cost per Boarding	Revenue Vehicle Hours (RVH)
Click to enter.	Click to enter.	Click to enter.	Click to enter.	Click to enter.	Click to enter.
TOTAL	Click to enter.	Click to enter.	Click to enter.	Click to enter.	Click to enter.
Total Cost per RVM (O&M/RVM)		Click to enter.	Total Boardings per RVH (Boardings/RVH)		Click to enter.

I hereby certify that the information provided here is true, complete, and correct in all material respects.

Click to enter.

Print Name

Signature

Date

SAMPLE INVOICE TEMPLATE, REVISED 02.2021
 PROJECT V - CAPITAL AND OPERATIONS & MAINTENANCE INVOICE

Project Title: _____
Agency: _____

Project Number: _____
Invoice Date: _____

To: Orange County Transportation Authority
 550 S Main Street
 Orange, CA 92863-1584
 Attn: Charvalen Alacar

Invoice Number: _____
 Contract Number: _____
Total Requested: \$0.00

Programmed Funding	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	TOTAL
Fiscal Year	20/21	21/22	22/23	23/24	24/25	25/26	26/27	27/28*	28/29*	
CAPITAL										
OCTA										\$0
Agency Share										\$0
OPERATIONS & MAINTENANCE										
OCTA										\$0
Agency Share										\$0
Total Grant Allocation	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Capital Local Match Percent: _____ O&M Local Match Percent: _____

Billing Period <i>(i.e. Jan 2021 - Jun 2021)</i>	Costs (A)	Local Match % (B)	Local Share (C = (A*B))	OCTA Reimbursement (D = (A-C))
Month Year - Month Year			\$0.00	\$0.00
Total			\$0.00	\$0.00

Less: *Additional Local Share*¹ 0

OCTA Share = Total Reimbursement Requested (H): \$0.00

Ridership and Statistical Data for Period Invoiced <i>Required for O&M Invoicing</i>			
Total Revenue Vehicle Hours (E)		Reimbursement Requested (H)	\$0.00
Total Boardings (F)		Net Operating Costs (I) (costs less fares or other non-OCTA subsidy)	\$0.00
Boardings per Revenue Vehicle Hour (F/E=G)	#DIV/0!	Reimbursement / Net Operating Costs (H/I) ¹	#DIV/0!
Operating Costs	\$0.00	Reimbursement per Boarding (H/F)	#DIV/0!
		Cost per Boarding (Operating Costs/F) ²	#DIV/0!

The invoice is a true, complete, and a correct statement of work performed, reimbursable costs and progress; The backup information included with the invoice is true, complete, and correct in all material respects.

Signed _____

Date _____

^{*}Allocation derived from transfers of savings from previous fiscal years beginning FY20/21, pending March 2021 Semi-Annual Review Board approval 6/24/21. Total grant amount not to exceed \$66,234.

¹ For expenses incurred FY 20/21, reimbursement shall not exceed cost per boarding of \$10.05 (escalated at 1.85% annually thereafter) or 90% of net operating costs; whichever is less, in accordance with the 2021 CTFP Guidelines (e.g. FY 21/22: \$10.24 per boarding, FY 22/23: \$10.43 per boarding).

² Upon the service's cost per boarding exceeding Twenty Dollars and Ten Cents \$20.10 (escalated at 1.85% annually at July 1 of each fiscal year thereafter) the CITY (upon receipt of OCTA notification) will be required to disclose this finding and any other relevant operating data to the city council within sixty (60) days of receipt of notice, in order for the city council to determine if it wishes to continue, restructure, or cancel the service. The city council's final determination shall be made via city council action and reported back to AUTHORITY within forty-five (45) days of city council action.