

1 over 2,000 signalized intersections across Orange County to maintain traffic signal synchronization,
2 improve traffic flow, and reduce congestion across jurisdictions; and

3 **WHEREAS**, FULLERTON and LA HABRA are committed to implementing multi-jurisdictional
4 signal synchronization to enhance countywide traffic flow and reducing congestion; and

5 **WHEREAS**, the Orange County Transportation Authority, hereinafter referred to as "OCTA"
6 approved the Harbor Boulevard Corridor Regional Traffic Signal Synchronization Program (RTSSP)
7 Project, hereinafter referred to as "PROJECT"; and

8 **WHEREAS**, the total PROJECT cost is estimated at Two Million, Seven Hundred Eighteen
9 Thousand, Seven Hundred and Forty-Four Dollars (\$2,718,744); and

10 **WHEREAS**, OCTA will provide 80% PROJECT funds of up to Two Million, One Hundred
11 Seventy-Four Thousand, Nine Hundred and Ninety-Five Dollars (\$2,174,995); and

12 **WHEREAS**, FULLERTON and LA HABRA will provide 20% matching funds of up to Five
13 Hundred Forty-Three Thousand, Seven Hundred and Forty-Nine Dollars (\$543,749) as required by the
14 Orange County Comprehensive Transportation Funding Programs; and

15 **WHEREAS**, FULLERTON agrees to act as the lead agency for design, construction and
16 management of PROJECT; and

17 **WHEREAS**, the PROJECT will include twenty-nine (29) traffic signals along Harbor Boulevard,
18 between Arbolita Drive and the SR-91 freeway interchange; and

19 **WHEREAS**, the PROJECT Scope of Work includes the procurement, construction/installation of,
20 traffic signal controller and cabinet upgrades at selected locations, travel time units, communication
21 upgrades, and central system upgrades at the respective PARTIES' Traffic Management Centers; and

22 **WHEREAS**, the PROJECT Scope of Work also includes development, implementation and
23 fine-tuning of coordination signal timing plans for various peak periods, and the ongoing monitoring and
24 maintenance of the coordinated signal system's operation, including signal timing coordination and system
25 communication/detection upkeep, for two years; and

26 **WHEREAS**, FULLERTON agrees to work with LA HABRA to coordinate the inclusion of other
27 traffic control elements requested by LA HABRA that must be installed at the same time as the

1 construction of the PROJECT that are NOT a part of the PROJECT Scope of Work and will be the
2 responsibility of LA HABRA and any of those traffic control elements during the course of the PROJECT;
3 and

4 **WHEREAS**, the PARTIES acknowledge that other RTSSP corridor projects are currently
5 underway or completed which intersect the Harbor Boulevard Corridor Project, and that these other RTSSP
6 corridor timing operations must be incorporated into the design and completion of this PROJECT; and

7 **WHEREAS**, this AGREEMENT defines the roles, specific terms, conditions and responsibilities
8 between the PARTIES.

9 **AGREEMENT**

10 **NOW THEREFORE**, it is understood and agreed by the PARTIES as follows:

11 **ARTICLE 1. COMPLETE AGREEMENT**

12 This AGREEMENT, including all exhibits and documents incorporated herein and made applicable
13 by reference, constitutes the complete and exclusive statement of the terms and conditions of the agreement
14 between the PARTIES concerning the PROJECT and supersedes all prior representations, understandings
15 and communications between the PARTIES. The above-referenced Recitals are true and correct and are
16 incorporated by reference herein.

17 **ARTICLE 2. RESPONSIBILITIES OF FULLERTON**

18 FULLERTON agrees to the following responsibilities:

19 1. FULLERTON shall serve as lead agency for design, construction and construction management
20 of PROJECT and shall provide oversight by establishing PROJECT milestones and overseeing the
21 PROJECT development to ensure compliance with all standards and requirements set forth in the
22 AGREEMENT.

23 2. FULLERTON, acting as lead agency, will enter into a separate Cooperative Agreement with
24 CALTRANS for the implementation of the PROJECT components within CALTRANS' jurisdiction.

25 3. FULLERTON shall be responsible for obtaining all required permits from CALTRANS for the
26 implementation of the PROJECT components within CALTRANS' jurisdiction.

27 4. FULLERTON shall be responsible for completing the PROJECT in accordance with the funding

1 guidelines and any and all other federal, state, and the OCTA requirements related to these funding
2 programs, as well as any and all applicable statutes and regulations including, but not limited to, bidding
3 laws, prevailing wage and other labor laws, provisions of the California Building Standards Code, and the
4 California Environmental Quality Act (CEQA) and the Guidelines thereunder.

5 5. FULLERTON shall be responsible for providing the funding commitments for implementation
6 of the PROJECT components for the CALTRANS intersections within FULLERTON'S geographical
7 jurisdictions.

8 6. FULLERTON shall provide staff, consultants, and contractors deemed necessary and appropriate
9 to manage, administer, coordinate, and oversee engineering design and construction management of the
10 PROJECT. To the extent required by FULLERTON of its contractors performing work on the PROJECT,
11 FULLERTON shall require all such contractors indemnify, defend and hold LA HABRA, its elected
12 officials, officers, employees, agents and volunteers ("Indemnitees") free and harmless, including payment
13 of attorneys' and experts' fees, with respect to any and all claims and liabilities of any kind arising out of
14 each such contractor's acts or omissions in the performance of work on the Project, to the maximum extent
15 permitted by law. FULLERTON shall require all such contractors to name the Indemnitees as additional
16 insureds on all commercial general and automobile liability policies required by FULLERTON for the
17 PROJECT.

18 7. FULLERTON's portion of the PROJECT cost is approximately One Million, Nine Hundred
19 Ninety-Five Thousand, Three Hundred and Ninety-Four Dollars (\$1,995,394). FULLERTON's share of the
20 PROJECT match amounts to Three Hundred Ninety-Nine Thousand, Seventy-Nine Dollars (\$399,079),
21 which includes up to Fifty Thousand Dollars (\$50,000) of in-kind services. Documentation of
22 FULLERTON'S in-kind services, such as construction inspection services, shall meet OCTA
23 Comprehensive Transportation Funding Program (CTFP) Guidelines.

24 8. FULLERTON shall maintain coordination with LA HABRA for construction of the PROJECT.

25 9. FULLERTON shall coordinate construction activity within LA HABRA and provide a schedule
26 of construction activity within LA HABRA that is acceptable to LA HABRA.

27 10. FULLERTON shall collect all data necessary for the analysis and optimization of traffic signal

1 timing along the PROJECT corridor.

2 11. FULLERTON shall develop new timing plans optimized for traffic signal synchronization.

3 12. FULLERTON shall provide on-site support to implement the timing plans as necessary.

4 Timing plans are subject to LA HABRA's review and approval.

5 13. FULLERTON shall provide the new timing plans developed for the PROJECT and all relevant
6 data required for the signal timing analysis to LA HABRA upon request.

7 **ARTICLE 3. RESPONSIBILITIES OF LA HABRA**

8 LA HABRA agrees to the following responsibilities:

9 1. LA HABRA shall be responsible for providing the required documentation and funding
10 commitments for project implementation on the CALTRANS portions of the PROJECT within LA
11 HABRA's geographical jurisdictions.

12 2. LA HABRA's portion of the PROJECT cost is approximately Seven Hundred Twenty-Three
13 Thousand Three Hundred and Fifty Dollars (\$723,350). LA HABRA's share of the PROJECT match
14 amounts to One Hundred Forty-Four Thousand, Six Hundred and Seventy Dollars (\$144,670) which
15 includes up to Twenty Thousand Dollars (\$20,000) of in-kind services. Documentation of LA HABRA's
16 in-kind services, such as construction inspection services, shall meet OCTA Comprehensive Transportation
17 Funding Program (CTFP) Guidelines.

18 3. LA HABRA shall be responsible for providing the funding commitments for implementation of
19 the PROJECT components for the CALTRANS intersections within LA HABRA's geographical
20 jurisdictions.

21 4. LA HABRA shall remit to FULLERTON within thirty (30) calendar days of receipt of an
22 acceptable invoice, the PROJECT matching funds as required by the OCTA Comprehensive Transportation
23 Funding Program.

24 5. At no cost to FULLERTON, LA HABRA shall provide FULLERTON with current intersection,
25 local field master and/or central system timing plans and related data no later than thirty (30) days
26 subsequent to the execution of this AGREEMENT, and updates as they occur within seven (7) days of the
27 event.

1 6. At no cost to FULLERTON, LA HABRA shall provide to FULLERTON appropriate documents
2 to utilize in the design and construction of infrastructure required to implement the desired coordinated and
3 synchronized system and operations no later than thirty (30) days subsequent to the execution of this
4 AGREEMENT, and updates as they occur within seven (7) days of the update.

5 7. LA HABRA shall waive all costs and fees related to any and all LA HABRA required
6 encroachment and inspection permits for the construction phase of the PROJECT.

7 8. At no cost to FULLERTON, LA HABRA's Construction Inspectors shall oversee all
8 construction work done in their jurisdiction.

9 9. At no cost to FULLERTON, LA HABRA shall provide the required maintenance related to the
10 PROJECT's signal and communications equipment within LA HABRA's jurisdiction.

11 10.

12 At no cost to FULLERTON, LA HABRA shall be responsible for coordinating the construction and/or
13 installation of traffic control elements and other items within its jurisdiction that are NOT a part of the
14 PROJECT Scope of Work but, by necessity, must be built concurrent with the PROJECT.

15 **ARTICLE 4. MUTUAL RESPONSIBILITIES OF THE PARTIES**

16 The PARTIES agree to the following mutual responsibilities:

17 1. The PARTIES shall cooperate and coordinate their staff, contractors, consultants, in providing
18 the services and responsibilities required under this AGREEMENT to the extent practicable with respect to
19 the performance of the PROJECT.

20 2. The PARTIES agree to work together in good faith, using reasonable efforts to resolve any
21 unforeseen issues and disputes arising out of the performance of this AGREEMENT.

22 3. This AGREEMENT may only be modified or amended upon written agreement of all
23 PARTIES. All modifications, amendments, changes and revisions of this AGREEMENT in whole or in
24 part, and from time to time, shall be binding upon the PARTIES, so long as the same shall be in writing
25 and executed by the PARTIES.

26 4. This AGREEMENT shall be governed by all applicable federal, state and local laws. The
27 PARTIES warrant that in the performance of this AGREEMENT, each shall comply with all applicable

1 federal, state and local laws, statutes and ordinances and all lawful orders, rules and regulations
2 promulgated there under.

3 5. Each PARTY agrees to defend, indemnify and hold harmless the other PARTY, its officers,
4 agents, elected officials and employees from all liability, claims, losses and demands, including defense
5 costs and reasonable attorneys' fees, whether resulting from court action or otherwise, to the extent arising
6 out of the actual or alleged negligent acts or omissions of, or violation of any statute or regulation by, the
7 defending PARTY, or any of its officers, agents, or employees, in the performance of this AGREEMENT.
8 When negligent acts or omissions of one PARTY are directed by the other PARTY, the PARTY directing
9 the negligent acts or omissions shall owe this defense and indemnity obligation to the PARTY following
10 the directions. Notwithstanding, this AGREEMENT shall not be interpreted to create any joint and several
11 liability or any joint powers or joint venture between the parties. The provisions of this paragraph shall
12 survive the termination of this AGREEMENT.

13 6. Each PARTY shall be excused from performing its obligations under this AGREEMENT during
14 the time and to the extent that it is prevented from performing, by any unforeseeable cause beyond its
15 control, including but not limited to: any incidence of fire; flood; acts of God; commandeering of material,
16 products, plants or facilities by federal, state or local government; national fuel shortage; or a material act
17 or omission by any PARTY; provided satisfactory evidence of such cause is presented to the other
18 PARTY, and provided further such nonperformance is unforeseeable, beyond the reasonable control and is
19 not due to the fault or negligence of the PARTY not performing.

20 7. Any notice sent by first class mail, postage paid, to the address and addressee, shall be deemed to
21 have been received three (3) business days after deposit in the U.S. Mail. The representatives of the
22 PARTIES who are primarily responsible for the administration of this AGREEMENT, and to whom
23 notices, demands and communications shall be given are as follows:

24 City of Fullerton – LEAD AGENCY	City of La Habra
25 303 W. Commonwealth Avenue	110 East La Habra Boulevard
26 Fullerton, CA 92832	La Habra, CA 90633
27 Attn: Stephen Bise	Attn: Albert Mendoza

1 City Engineer

City Engineer

2 (714) 738-6845

(562) 383-4153

3 stephen.bise@cityoffullerton.com

amendoza@lahabraca.gov

4 8. This AGREEMENT shall continue in full force and effect through December 31, 2027, unless
5 terminated earlier by FULLERTON or LA HABRA.

6 9. The term of this AGREEMENT may only be extended upon written agreement by both
7 PARTIES.

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IN WITNESS WHEREOF, the PARTIES hereto have caused this AGREEMENT for Project No. 74-46029 to be executed on the date first above written.

CITY OF FULLERTON

By: _____

Fred Jung

Mayor

ATTEST:

By: _____

Lucinda Williams

City Clerk

APPROVED AS TO FORM:

By: _____

Richard D. Jones

City Attorney

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IN WITNESS WHEREOF, the PARTIES hereto have caused this AGREEMENT for Project No. 74-46029 to be executed on the date first above written.

CITY OF LA HABRA

By: _____

Jim Sadro
City Manager

ATTEST:

By: _____

Rhonda J. Barone, CMC
Assistant City Clerk

APPROVED AS TO FORM:

By: _____

Richard D. Jones
City Attorney

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