

COOPERATIVE AGREEMENT No. 2023-1

BY AND BETWEEN

THE CITY OF LA HABRA

AND

THE CITY OF BREA

FOR THE

LAMBERT ROAD CORRIDOR PROJECT

REGIONAL TRAFFIC SIGNAL SYNCHRONIZATION PROGRAM

THIS COOPERATIVE AGREEMENT, hereinafter referred to as “AGREEMENT” is effective the _____ day of _____, 2024, by and between the City of La Habra, hereinafter referred to as “LA HABRA” and the City of Brea, hereinafter referred to as “BREA”. Collectively, LA HABRA and BREA may be referred to as the “PARTIES” or individually as a “PARTY”.

RECITALS

WHEREAS, Lambert Road between Martinez Drive and Valencia Avenue, geographically located in LA HABRA and BREA, is part of the State Highway System (SHS) and maintained by the State of California, hereinafter referred to as “STATE”; and

WHEREAS, Lambert Road between Martinez Drive and Palm Street is maintained by LA HABRA; and

WHEREAS, Lambert Road between Puente Street and Sunflower Street is maintained by BREA; and

WHEREAS, the intersections of Lambert Road at Beach Boulevard (SR-39), Lambert Road at the SR-57 Interchange (NB and SB ramps), and Lambert Road-Carbon Canyon Road at Valencia Avenue are maintained by State of California Department of Transportation, hereinafter referred to as “CALTRANS”, and a separate Cooperative Agreement is entered into between LA HABRA and CALTRANS for the STATE maintained traffic signals; and

WHEREAS, the Measure M2 Regional Traffic Signal Synchronization Program, hereinafter referred to as “RTSSP”, targets over 2,000 signalized intersections across Orange County to maintain

1 traffic signal synchronization, improve traffic flow and reduce congestion across jurisdictions; and

2 **WHEREAS**, the PARTIES are committed to implementing multi-jurisdictional signal
3 synchronization to enhance countywide traffic flow and reducing congestion; and

4 **WHEREAS**, the Orange County Transportation Authority, hereinafter referred to as “OCTA”,
5 approved the Lambert Road Corridor RTSSP Project, hereinafter referred to as “PROJECT”; and

6 **WHEREAS**, the total PROJECT cost is estimated at Two Million, Three Hundred Forty-One
7 Thousand, Two Hundred and Sixty-Seven Dollars (\$2,341,267); and

8 **WHEREAS**, OCTA will provide 80% PROJECT funds of up to One Million, Eight Hundred
9 Seventy-Three Thousand and Seventy-Four Dollars (\$1,873,074); and

10 **WHEREAS**, the PARTIES will provide 20% matching funds of up to Four Hundred Sixty-Eight
11 Thousand, One Hundred and Ninety-Three Dollars (\$468,193) as required by the Orange County
12 Comprehensive Transportation Funding Programs; and

13 **WHEREAS**, LA HABRA agrees to act as the lead agency for design, construction and
14 management of the PROJECT; and

15 **WHEREAS**, the PROJECT will include twenty-five (25) signalized intersections along the
16 Lambert Road Corridor, between Martinez Drive and Valencia Avenue, and geographically located in LA
17 HABRA and BREA; and

18 **WHEREAS**, the PROJECT Scope of Work includes the procurement, construction and installation
19 and modification of existing traffic signal controllers and cabinets, video detection systems, traffic
20 surveillance cameras, signal interconnect communication upgrades including fiber optic cables and central
21 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**, LA HABRA agrees to work with BREA to coordinate the inclusion of other traffic
27 control elements that must be installed at the same time as the construction of the PROJECT that are NOT

1 a part of the PROJECT Scope of Work and that are the responsibility of each respective PARTY during the
2 course of the PROJECT; and

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

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

8 **AGREEMENT**

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

10 **ARTICLE 1. COMPLETE AGREEMENT**

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

15 **ARTICLE 2. RESPONSIBILITIES OF LA HABRA**

16 LA HABRA agrees to the following responsibilities:

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

21 2. LA HABRA shall be responsible for completing the PROJECT in accordance with the funding
22 guidelines and any and all other federal, state, and OCTA requirements related to these funding programs,
23 as well as any and all applicable statutes and regulations including, but not limited to, bidding laws,
24 prevailing wage and other labor laws, provisions of the California Building Standards Code, and the
25 California Environmental Quality Act (CEQA) and the Guidelines thereunder.

26 3. LA HABRA shall be responsible for providing the required documentation and funding
27 commitments for project implementation on the CALTRANS portions of the PROJECT within LA

1 HABRA'S geographical jurisdictions.

2 4. LA HABRA shall provide BREA a copy of all design documents for BREA'S approval of work
3 to be performed in BREA'S jurisdictions prior to LA HABRA advertising for bids.

4 5. LA HABRA shall enter into a separate Co-operative Agreement with CALTRANS for the
5 implementation of the STATE components of the PROJECT.

6 6. LA HABRA shall be responsible for obtaining all required permits for project implementation
7 from CALTRANS for the STATE components of the PROJECT.

8 7. LA HABRA 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. LA HABRA shall require all such consultants, including architects and civil engineers, and
11 contractors to obtain and maintain comprehensive general liability, automobile liability, workers'
12 compensation and employers' liability, and professional liability insurance policies meeting the applicable
13 requirements of the Consultant Contract and Bidders Specifications for the PROJECT, reviewed and
14 approved by BREA, and to indemnify, defend and hold each of the PARTIES and their respective elected
15 officials, officers, employees, agents ("Indemnitees") free and harmless, including payment of attorneys'
16 and experts' fees, with respect to any and all claims and liabilities of any kind arising out of each such
17 consultant's and/or contractor's acts or omissions in the performance of work on the PROJECT, to the
18 maximum extent permitted by law. LA HABRA shall require all such contractors to name the Indemnitees
19 as additional insureds on all commercial general and automobile liability policies required by LA HABRA
20 for the PROJECT.

21 8. LA HABRA's portion of the PROJECT cost is approximately One Million, Sixteen Thousand,
22 and Five Hundred Dollars (\$1,016,500). LA HABRA'S share of the PROJECT match amounts to Two
23 Hundred Three Thousand, and Three Hundred Dollars (\$203,300), which includes up to Twenty Thousand
24 Dollars (\$20,000) of in-kind services. Documentation of LA HABRA's in-kind services, such as
25 administrative services, shall meet OCTA Comprehensive Transportation Funding Program (CTFP)
26 Guidelines.

27 9. LA HABRA shall maintain coordination with BREA for construction of the PROJECT.

1 10. LA HABRA specifically shall coordinate the PROJECT construction activity within BREA
2 and provide a schedule of the construction activity for the PROJECT within BREA that is acceptable to
3 BREA. In the event of planned street closures, LA HABRA shall provide prior notice to, and receive
4 approval from BREA, prior to the execution of the street closure.

5 11. At no cost to BREA, LA HABRA shall be responsible for coordinating the construction and/or
6 installation of traffic control elements and other items within LA HABRA's jurisdiction that are NOT a
7 part of the PROJECT Scope of Work but, by necessity, must be built concurrent with the PROJECT.

8 12. LA HABRA shall collect all data necessary for the analysis and optimization of traffic signal
9 timing along the PROJECT corridor.

10 13. LA HABRA shall develop new timing plans optimized for traffic signal synchronization.

11 14. LA HABRA shall provide on-site support to implement the timing plans as necessary. Timing
12 plans are subject to BREA'S review and approval.

13 15. LA HABRA shall provide the new timing plans developed for the PROJECT and all relevant
14 data required for the signal timing analysis to BREA upon request.

15 16. In the event of an unanticipated cost overrun, LA HABRA shall meet with BREA to resolve
16 the cost overrun. Should the PARTIES be unable to come to a resolution of the cost overrun, the
17 AGREEMENT will terminate.

18 17. At the conclusion of the PROJECT, LA HABRA shall submit any and all necessary
19 documentation required by OCTA for the reimbursement of all PROJECT eligible expenses.

20 **ARTICLE 3. RESPONSIBILITIES OF BREA**

21 BREA agrees to the following responsibilities:

22 1. BREA shall be responsible for providing the required documentation and funding commitments
23 for project implementation on the CALTRANS portions of the PROJECT within BREA'S geographical
24 jurisdictions.

25 2. BREA'S portion of the PROJECT cost is approximately One Million, Three Hundred
26 Twenty-Four Thousand, and Four Hundred Sixty-Seven Dollars (\$1,324,467). BREA's share of the
27 PROJECT match amounts to Two Hundred Sixty-Four Thousand, Eight Hundred Ninety-Three Dollars

1 (\$264,893) which includes up to Twenty-Five Thousand Dollars (\$25,000.00) of in-kind services.
2 Documentation of BREA'S in-kind services, such as administrative or construction inspection services,
3 shall meet OCTA Comprehensive Transportation Funding Program (CTFP) Guidelines.

4 3. BREA shall remit to LA HABRA within thirty (30) calendar days of receipt of an acceptable
5 invoice, the PROJECT matching funds as required by the Orange County Comprehensive Transportation
6 Funding Programs.

7 4. At no cost to LA HABRA, BREA shall provide LA HABRA with current intersection, local field
8 master and/or central system timing plans and related data no later than thirty (30) calendar days
9 subsequent to the execution of this AGREEMENT, and updates as they occur within seven (7) calendar
10 days of the event.

11 5. At no cost to LA HABRA, BREA shall provide to LA HABRA appropriate documents to utilize
12 in the design and construction of infrastructure required to implement the desired coordinated and
13 synchronized system and operations no later than thirty (30) calendar days subsequent to the execution of
14 this AGREEMENT, and updates as they occur within seven (7) calendar days of the update.

15 6. BREA shall waive all costs and fees related to any and all required encroachment and inspection
16 permits required by BREA for the construction phase of the PROJECT.

17 7. At no cost to LA HABRA, BREA shall be responsible for coordinating the construction and/or
18 installation of traffic control elements and other items within BREA's jurisdiction that are NOT a part of
19 the PROJECT Scope of Work but, by necessity, must be built concurrent with the PROJECT.

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

21 The PARTIES agree to the following mutual responsibilities:

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

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

27 3. This AGREEMENT may only be modified or amended upon written agreement of all PARTIES.

1 All modifications, amendments, changes and revisions of this AGREEMENT in whole or in part, and from
2 time to time, shall be binding upon the PARTIES, so long as the same shall be in writing and executed by
3 the PARTIES. No waiver of any term or conditions of this AGREEMENT shall be a continuing waiver
4 thereof.

5 4. Applicable Laws and Regulations: This AGREEMENT shall be governed by all applicable
6 federal, state and local laws and regulations. The PARTIES warrant that in the performance of this
7 AGREEMENT, each shall comply with all applicable federal, state and local laws, statutes and ordinances
8 and all lawful orders, rules and regulations promulgated there under.

9 5. Indemnitees: To the maximum extent permitted by law, each PARTY agrees to defend,
10 indemnify and hold harmless the other PARTY, their officers, agents, elected officials and employees from
11 all liability, claims, losses and demands, including defense costs and reasonable attorneys' fees, whether
12 resulting from court action or otherwise, to the extent arising out of the actual or alleged negligent acts or
13 omissions of, or violation of any statute or regulation by the defending PARTY, or any of its officers,
14 agents, or employees, in the performance of this AGREEMENT. When negligent acts or omissions of one
15 PARTY are directed by another PARTY, the PARTY directing the negligent acts or omissions shall owe
16 this defense and indemnity obligation to the PARTY following the directions. The provisions of this
17 paragraph shall survive the termination of this AGREEMENT. Notwithstanding, this AGREEMENT shall
18 not be interpreted to create any joint and several liability or any joint powers or joint venture between the
19 PARTIES.

20 6. Force Majeure: Each PARTY shall be excused from performing its obligations under this
21 AGREEMENT during the time and to the extent that it is prevented from performing by an unforeseeable
22 cause beyond its control, including but not limited to: any incidence of fire; flood; acts of God;
23 commandeering of material, products, plants or facilities by federal, state or local government; national fuel
24 shortage; labor strike or materials shortage provided satisfactory evidence of such cause is presented to the
25 other PARTY, and provided further such nonperformance is unforeseeable, beyond the reasonable control
26 and not due to the fault or negligence of the PARTY not performing.

27 7. Any notice sent by first class mail, postage paid, to the address and addressee, shall be deemed

1 to have been received three (3) business days after deposit in the U.S. Mail. The representatives of the
2 PARTIES who are primarily responsible for the administration of this AGREEMENT, and to whom
3 notices, demands and communications shall be given are as follows:

4 **City of La Habra – LEAD AGENCY**

City of Brea

5 110 E. La Habra Boulevard

One Civic Center Circle

6 La Habra, CA 90631

Brea, CA 92821

7 Attn: Albert Mendoza, P.E.

Attn: Michael Ho, P.E.

8 Deputy Director of Public Works/City Engineer

Public Works Director

9 (562) 383-4153

(714) 990-7698

10 amendoza@lahabracaca.gov

michaelh@ci.brea.ca.us

11 8. This AGREEMENT shall continue in full force and effect through December 31, 2027, unless
12 terminated earlier by either PARTY. This AGREEMENT may be terminated by providing a thirty (30)
13 day prior written notice. The PARTIES are fully responsible to pay their respective pro rata share of all
14 costs and expenses incurred prior to delivery of the notice of termination and all costs and damages relating
15 to the termination.

16 9. The term of this AGREEMENT may only be extended upon written agreement by the
17 PARTIES.

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1 **IN WITNESS WHEREOF**, the PARTIES hereto have caused this Cooperative Agreement No. 2023-1 to
2 be executed on the date first above written.

3

4 **CITY OF LA HABRA**

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6 By: _____

7 Daren Nigsarian

8 Mayor

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10

11 **ATTEST:**

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13 By: _____

14 Rhonda J. Barone, CMC

15 City Clerk

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18 **APPROVED AS TO FORM:**

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20 By: _____

21 Richard D. Jones

22 City Attorney

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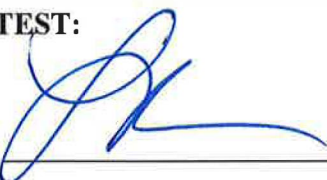
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1 **IN WITNESS WHEREOF**, the PARTIES hereto have caused this Cooperative Agreement No. 2023-1 to
2 be executed on the date first above written.


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4 **CITY OF BREA**

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6 By:  
7 Christine Marick
8 Mayor

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10
11 **ATTEST:**

12 
13 By: _____
14 Lilian Harris-Neal
15 City Clerk

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17
18 **APPROVED AS TO FORM:**

19 
20 By: _____
21 Terence Boga
22 City Attorney

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