

COOPERATIVE AGREEMENT BY AND BETWEEN THE CITIES
OF ANAHEIM, BREA, FULLERTON, AND ORANGE FOR THE
STATE COLLEGE BOULEVARD / THE CITY DRIVE REGIONAL
TRAFFIC SIGNAL SYNCHRONIZATION PROJECT

This Cooperative Agreement (“Agreement”) is made and entered into this _____ day of _____, 2026, by and between the CITY OF ANAHEIM, a municipal corporation (“ANAHEIM”), the CITY OF BREA, a municipal corporation (“BREA”), the CITY OF FULLERTON, a municipal corporation (“FULLERTON”), and the CITY OF ORANGE, a municipal corporation (“ORANGE”).

RECITALS:

- A. Anaheim, with cooperation from Brea, Fullerton, and Orange, applied for a grant from the Orange County Transportation Authority (“OCTA”) as part of Renewed Measure M2 Regional Traffic Signal Synchronization Program (“RTSSP”) (Project P), aimed to coordinate traffic signals across multiple jurisdictions to enhance countywide traffic flow and reduce congestion.
- B. The State College Boulevard/ The City Drive Regional Traffic Signal Synchronization Project was selected by OCTA as one of the RTSSP Projects to be funded in OCTA Fiscal Year 2025-2026. The project will include timing implementation and improvements at traffic signals along State College Boulevard/The City Drive, from Cliffwood Avenue in Brea to Garden Grove Bl in City of Orange, as listed in the Project Application attached hereto as Exhibit B and incorporated herein by this reference.
- C. The total budget for the project is \$4,702,863.50. 80% (\$3,762,290.80) is funded by the OCTA Regional Traffic Signal Synchronization Program and 20% (\$940,572.70) is local agencies matching funds. The breakdown is shown in Exhibit A attached hereto and incorporated herein by this reference.
- D. Anaheim, Brea, Fullerton, and Orange agree to provide twenty percent (20%) matching funds for the total project cost. Matching funds can be a combination of cash and in-kind match as defined by the RTSSP grant.
- E. OCTA and Anaheim have entered into a Master Funding Agreement “Cooperative Agreement No. C-1-2754” defining the terms and conditions for approved Measure M2 projects that will be implemented by Anaheim.
- F. Anaheim agrees to serve as the lead agency to oversee the design and implementation of the project.
- G. Anaheim, Brea, Fullerton, and Orange desire to enter into this Cooperative Agreement to demonstrate their commitment to implement the project and improve inter-jurisdiction traffic signal synchronization on State College Boulevard/The City Drive.
- H. This cooperative agreement defines the specific terms, conditions and funding responsibilities between Anaheim, Brea, Fullerton, and Orange for the implementation of the project.

NOW, THEREFORE, it is mutually understood and agreed by and between ANAHEIM, BREA, FULLERTON, and ORANGE as follows:

I. SCOPE:

This Agreement specifies the roles and responsibilities of the cities as they pertain to the subjects and projects addressed herein. The project is specifically detailed in the Project Application attached hereto as Exhibit B and incorporated herein by this reference. All of the cities agree that each will cooperate and coordinate with the other in all activities covered by this Agreement and any other supplemental agreements that may be required to facilitate purposes thereof.

II. MUTUAL RESPONSIBILITIES:

Anaheim, Brea, Fullerton, and Orange mutually agree to:

- a. Designate a lead staff to act as the liaison for the project. The liaison and any other project personnel, if necessary, will attend and participate in all related project meetings.
- b. Participate, cooperate and coordinate with contractors, consultants, vendors and staff in good faith using reasonable efforts to resolve any unforeseen issues and disputes arising out of the project to the extent practicable with respect to the performance of the project.
- c. Maintain project related traffic signals and telecommunications equipment with high priority during the project and be responsible for repair of their own signal control systems in each of their respective jurisdictions.
- d. Provide on-site support for signal control systems, timing plans, detection systems and related equipment during construction, installation and integration, and be available to change or make adjustments to timing plans when necessitated by the project.
- e. Document in-kind match or dollar match funding as identified in the project application and provide verification of such expenditures as part of any review or audit process, which may include payroll records, contracts and purchase orders.
- f. Monitor and operate the project traffic signals and improvements within its jurisdiction for a period of two (2) years following the completion of the Primary Implementation Phase of the project, as required by the program funding.
- g. Coordinate the inclusion of other improvements and in-kind services, where necessary, that the owning agency requires for the implementation of the project but are not included in the project application. The owning agency shall be responsible for the inclusion of such elements within reason and at its own costs.
- h. Unused project funds for improvements from one City can be used by another City (with matching fund responsibility) upon mutual consent of the involved parties.

III. RESPONSIBILITIES OF ANAHEIM:

Anaheim agrees to the following responsibilities:

- a. Anaheim shall serve as lead agency for design, construction and construction management of the project, and shall provide oversight by establishing milestones and overseeing the project development to ensure that all standards and requirements set forth by the agreement is adhered to.
- b. Anaheim shall be responsible for completing the project in accordance with the funding guidelines and any and all other OCTA requirements related to these funding programs. Anaheim shall maintain coordination with all participating agencies throughout the duration of the project.
- c. Anaheim shall provide staff, consultants, and contractors deemed necessary and appropriate to manage, administer, coordinate, and oversee timing implementation, engineering design, bid and award, and construction management of the project.
- d. Anaheim shall enter into an agreement with a qualified consultant and contractor to assist in the completion and monitoring of the project.
- e. Anaheim shall enter into any required Cooperative Agreement with Caltrans regarding Caltrans Improvements in cities; to comply with all the terms and conditions of said Cooperative Agreement; to pay invoices for such Caltrans Improvements as required by Caltrans; and to invoice participating agencies in a timely manner with detailed documentation of said Caltrans Improvements
- f. Anaheim shall coordinate the work effort of this Project, provide the day-to-day management of the consultant and manage all consultant administration and contracting. Anaheim shall review the consultant's invoices and pay them accordingly after ensuring that the work has been adequately performed by the consultant.
- g. Anaheim shall provide its share of matching fund as shown in Exhibit A attached hereto and incorporated herein by this reference. The final amount may vary and will be based on the 20% of actual cost of implementing all timing, improvements and maintenance, as identified in the project application.
- h. Upon issuance of a Notice to Proceed to the Consultant, Anaheim can issue invoices to Brea, Fullerton, and Orange for up to 80% of the cash match amount identified in Exhibit A. The remaining cash match amount will be invoiced after completion of the Primary Implementation Phase of the project.
- i. Anaheim shall comply with all of the terms and conditions of the Cooperative Agreement with OCTA, including the Project Reporting and Audit Requirements contained therein.

IV. RESPONSIBILITIES OF BREA:

Brea agrees to the following responsibilities:

- a. Brea shall provide its share of matching funds as shown in Exhibit A. The final amount may vary and will be based on the 20% of actual cost of implementing all timing, improvements, and maintenance, as identified in the project application.
- b. Brea shall provide Construction Inspection on all improvements within its jurisdiction. No additional compensation from the project is provided for providing inspection services.
- c. Brea shall waive all costs and fees related to any and all permits, if such permits are required to perform any project related work within its jurisdiction.

V. RESPONSIBILITIES OF FULLERTON:

Fullerton agrees to the following responsibilities:

- a. Fullerton shall provide its share of matching funds as shown in Exhibit A. The final amount may vary and will be based on the 20% of actual cost of implementing all timing, improvements and maintenance, as identified in the project application.
- b. Fullerton shall provide Construction Inspection on all improvements within its jurisdiction. No additional compensation from the project is provided for providing inspection services.
- c. Fullerton shall waive all costs and fees related to any and all permits, if such permits are required to perform any project related work within its jurisdiction.

VI. RESPONSIBILITIES OF ORANGE:

Orange agrees to the following responsibilities:

- a. Orange shall provide its share of matching funds as shown in Exhibit A. The final amount may vary and will be based on the 20% of actual cost of implementing all timing, improvements and maintenance, as identified in the project application.
- b. Orange shall provide Construction Inspection on all improvements within its jurisdiction. No additional compensation from the project is provided for providing inspection services.
- c. Orange shall waive all costs and fees related to any and all permits, if such permits are required to perform any project related work within its jurisdiction.

VII. COMPLETE AGREEMENT:

- a. This Agreement, including any attachments incorporated herein and made applicable by reference, constitutes the complete and exclusive statement of the terms and conditions of this Agreement between ANAHEIM, BREA, FULLERTON, and ORANGE and it supersedes all prior representations, understandings, and communications between the parties. 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. Any modification of this Agreement shall only be by amendment upon written mutual consent of all cities. All modifications, amendments, changes and revisions of this Agreement in whole or in part, and from time to time, shall be binding upon the cities so long as the same shall be in writing and executed by each agency.
- c. A party's failure to insist on any instance(s) of any other party's performance of any term(s) or condition(s) of this Agreement shall not be construed as a waiver of the non-enforcing party's right to such performance or to future performance of such term(s) or condition(s), and the nonperforming party's obligation in respect thereto shall continue in full force and effect. Changes to any portion of this Agreement shall not be binding upon either party except when specifically confirmed in writing by way of a written amendment to this Agreement between the parties and issued in accordance with the provisions of this Agreement.

VIII. INSURANCE AND INDEMNIFICATION:

- a. Each city shall jointly and severally indemnify, defend and hold harmless every other city, its officers, directors, employees and agents from and against any and all claims for any loss or damages, bodily injuries, damage to, or loss of property caused by the negligent acts, omissions or willful misconduct by that city, its officers, directors, employees or agents in connection with or arising out of the performance of this Agreement.
- b. Each city shall maintain adequate levels of insurance, or self-insurance to assure full indemnification of every other city.

IX. ADDITIONAL PROVISIONS:

- a. Term of Agreement: This Agreement shall commence on the date first written above and continue in full force and effect until December 31, 2032. This Agreement may be extended at the mutual consent of all parties in writing.
- b. ANAHEIM, BREA, FULLERTON, and ORANGE hereto affirm that they are authorized to execute this Agreement on behalf of said parties and that, by so executing this agreement, the parties hereto are formally bound to the provisions of this Agreement.
- c. Severability: If any term, provision, covenant or condition of this Agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term, provision, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- d. Counterparts of Agreement: This Agreement may be executed and delivered in any number of counterparts, each of which, when executed and delivered shall be deemed an original and all of which together shall constitute the same agreement. Facsimile and electronic signatures will be permitted.
- e. In the event that the project costs exceed the estimates submitted in the Project Application as prepared, all parties agree to meet and determine project revisions to

meet the budget, or a revised funding proposal by the cities that shall be documented and submitted in writing as a revision to the Agreement.

- f. The parties shall comply with all applicable federal, state and local laws, statutes, ordinances and regulations of any governmental agency having jurisdiction over the project.
- g. Force Majeure: Any party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control, including, but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products, plants or facilities by the federal, state or local government; national fuel shortage; or, a material act or omission by the other party; when satisfactory evidence of such cause is presented to the other parties, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the party not performing.
- h. Assignment: Neither this Agreement, nor any of the parties' rights, obligations, or duties hereunder may be assigned in whole or in part by any party without the prior written consent of all the other parties in their 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:

City of Anaheim
Public Works Department – Traffic Management Center
201 S. Anaheim Blvd, Suite 502
Anaheim, CA 92805
Jane Keely
Principal Traffic Engineer
714-765-5202
jkeely@anaheim.net

City of Brea
Public Works Department
1 Civic Center Circle
Brea, CA 92821
Ryan Chapman
City Engineer
714-990-7763
ryanch@cityofbrea.gov

City of Fullerton
Public Works Department
303 W Commonwealth Avenue
Fullerton, CA 92832
Michael Plotnik
City Traffic Engineer
714-738-6864
michael.plotnik@cityoffullerton.com

City of Orange
Public Works Department
300 E. Chapman Avenue
Orange, CA 92866
Gabrielle Hayes
Principal Civil Engineer
714-744-5561
ghayes@cityoforange.org

X. DELAGATED AUTHORITY:

The actions required to be taken by the cities in the implementation of this Agreement are delegated to its City Manager or equivalent designee.

[SIGNATURES ON SUBSEQUENT PAGES]

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

CITY OF ANAHEIM:

Jim Vanderpool
City Manager

ATTEST:

Theresa Bass
City Clerk

APPROVED AS TO FORM:
ROBERT FABELA, CITY ATTORNEY

Bryn M. Morley
Deputy City Attorney
157425

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

CITY OF BREA:

Kristin Griffith
City Manager

ATTEST:

Victoria Popescu
City Clerk

APPROVED AS TO FORM:

Terence Boga
City Attorney

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

CITY OF FULLERTON:

Eddie Manfro
City Manager

ATTEST:

Lucinda Williams
City Clerk

APPROVED AS TO FORM:

Richard D. Jones
City Attorney

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

CITY OF ORANGE:

Jarad L. Hildenbrand
City Manager

ATTEST:

Pamela Coleman
City Clerk

APPROVED AS TO FORM:

Nathalie Adourian
City Attorney

EXHIBIT A

State College Boulevard / The City Drive Corridor Regional Traffic Signal Synchronization Program (RTSSP)

Project Funds Breakdown

Agency	Project Cost	Project Cost	M2 Grant (80%)	City Match* (20%)
Brea	PI	\$ 376,442.50	\$ 301,154.00	\$ 75,288.50
	O&M	\$ 63,800.00	\$ 51,040.00	\$ 12,760.00
	City Total	\$ 440,242.50	\$ 352,194.00	\$ 88,048.50
Fullerton	PI	\$ 937,675.00	\$ 750,140.00	\$ 187,535.00
	O&M	\$ 75,400.00	\$ 60,320.00	\$ 15,080.00
	City Total	\$ 1,013,075.00	\$ 810,460.00	\$ 202,615.00
Anaheim	PI	\$ 2,188,040.00	\$ 1,750,432.00	\$ 437,608.00
	O&M	\$ 133,400.00	\$ 106,720.00	\$ 26,680.00
	City Total	\$ 2,321,440.00	\$ 1,857,152.00	\$ 464,288.00
Orange	PI	\$ 864,306.00	\$ 691,444.80	\$ 172,861.20
	O&M	\$ 63,800.00	\$ 51,040.00	\$ 12,760.00
	City Total	\$ 928,106.00	\$ 742,484.80	\$ 185,621.20
	TOTAL	\$ 4,702,863.50	\$ 3,762,290.80	\$ 940,572.70

*: Total match amount may vary; the final match amount will be based on the actual project implementation costs, to be determined at completion of the Primary Implementation Phase of the project.

EXHIBIT B

State College Boulevard / The City Drive Corridor Regional Traffic Signal Synchronization
Program (RTSSP)

Project Application