

## **COOPERATIVE AGREEMENT (General Traffic Signal Synchronization)**

THIS AGREEMENT, ENTERED INTO EFFECTIVE ON \_\_\_\_\_, 2019, is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as "CALTRANS", and the CITY OF FULLERTON, a body politic and a municipal corporation of the State of California, referred to herein as "CITY".

CALTRANS and CITY are individually referred herein as "PARTY" and collectively referred herein as "PARTIES".

### **RECITALS**

1. CALTRANS and CITY, collectively referred to as PARTIES, pursuant to Streets and Highways Code Sections 114 and 130, are authorized to enter into a cooperative agreement for improvements to State Highways within CITY.
2. Measure M2 Regional Traffic Signal Synchronization Program (RTSSP) of Orange County targets over 2,000 signalized intersections across the County to maintain traffic signal synchronization, improve traffic flow, and reduce congestion across jurisdictions.
3. CALTRANS and CITY desire to implement signal synchronization at two (2) intersections along Brookhurst Road/Street to enhance traffic flow and reduce congestions at those intersections between CITY streets and State Highway System (SHS).
4. CALTRANS and CITY are committed to implementing multi-jurisdictional signal synchronization to enhance countywide traffic flow and reducing congestion in relation to the SHS.
5. CITY has received separate funding from Orange County Transportation Authority (OCTA) for Regional Traffic Signal Synchronization on Brookhurst Road/Street Corridor.
6. CITY desires CALTRANS to implement Intelligent Transportation System (ITS) equipment, as deemed necessary, coordinated signal timing and other work elements as detailed in the attached SCOPE SUMMARY referred to herein as "IMPROVEMENTS" at the following locations identified in Exhibit A attached to and made a part of this Agreement by reference and referred to hereinafter as "INTERSECTIONS":
  - a. Brookhurst Road at SR-91 WB Ramps Traffic Signal
  - b. Brookhurst Street at SR-91 EB Ramps Traffic Signal
7. PARTIES agree that IMPROVEMENTS will cost a total of **\$5,000.00**.

CALTRANS will review and implement new signal timing plans of the IMPROVEMENTS, as specified in Exhibit A. NOW, THEREFORE, in consideration of the foregoing recitals and the following terms, covenants and conditions, the PARTIES agree as follows:

#### **SECTION A**

##### **CALTRANS AGREES:**

1. To perform the work elements in order to complete IMPROVEMENTS as specified in the SCOPE SUMMARY attached to and made a part of this Agreement.
2. To install traffic signal controller equipment components of the IMPROVEMENTS, as specified in the exhibit A.
3. To implement coordination of traffic signal timing (TIMING PLAN) for INTERSECTIONS in accordance with the Caltrans Traffic Operations Manual.
4. To review the draft TIMING PLAN prepared by CITY, and finalize it subject to revisions mutually agreed to between PARTIES.
5. To submit an invoice for a lump sum (single payment), which includes all indirect costs per Caltrans Indirect Cost Rate Proposal (ICRP) of **\$5,000.00** to CITY for the IMPROVEMENTS within 30 days of execution of this agreement.

#### **SECTION B**

##### **CITY AGREES:**

1. To fully fund IMPROVEMENTS not exceeding **\$5,000.00**.
2. To develop TIMING PLAN for INTERSECTIONS and submit it for CALTRANS review and approval.
3. To work in good faith with CALTRANS to revise and finalize TIMING PLAN.
4. To make written application to CALTRANS for necessary encroachment permits authorizing entry of CITY onto SHS right of way to perform work for IMPROVEMENTS. CITY shall also require its consultants and contractors, if any, to make written application to CALTRANS for necessary encroachment permits.
5. To prepare and review a final report of the IMPROVEMENTS with CALTRANS, and assess the performance of the PARTIES in relation to the terms, covenants, and conditions of the Agreement.
6. To pay to CALTRANS, within thirty (30) days of receipt of invoice, the amount of **\$5,000.00**.

### **SECTION C**

#### **IT IS MUTUALLY AGREED THAT:**

1. All CALTRANS' obligations under this Agreement are subject to the appropriation of resources by the Legislature and the State Budget Act authority, programming of funds by the California Transportation Commission (CTC) and the allocation thereof by the CTC.
2. CITY's total obligation is set at **\$5,000.00**. If CALTRANS anticipates that funding will be insufficient to complete IMPROVEMENTS, due to (i) mutually agreed material modifications, (ii) the failure by CITY to perform its obligations under this Agreement following written notice from the CALTRANS to CITY, or (iii) unforeseen conditions that are discovered during the performance of IMPROVEMENTS, CALTRANS will promptly notify CITY. CALTRANS may be required to stop work on IMPROVEMENTS until additional funding is secured and/or to restore the site of IMPROVEMENTS to a condition of safe operation, using any then unexpended funds, if additional funds are not made available for IMPROVEMENTS.
3. Neither CALTRANS nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CITY, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CITY or under this Agreement. It is understood and agreed that CITY, to the extent permitted by law, will fully defend, indemnify, and save harmless CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortuous, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY, its contractors, sub-contractors and/or its agents under this Agreement.
4. Neither CITY nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS or under this Agreement. It is understood and agreed that CALTRANS, to the extent permitted by law, will fully defend, indemnify, and save harmless CITY and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortuous, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors and/or its agents under this Agreement.
5. This Agreement will terminate upon completion of IMPROVEMENTS that all parties have met all scope, cost, and schedule commitments included in this agreement and have signed a cooperative agreement closure statement, which is a document signed by PARTIES that verifies the completion of all scope, cost, and schedule commitments. However, all indemnification, document retention, audit, claims, environmental commitment, legal challenge, hazardous material, operation,

maintenance, and ownership articles will remain in effect until terminated, expired by statute of limitation, or modified in writing by mutual agreement.

### **CONTACT INFORMATION**

This information provided below indicates the primary contact information for the PARTIES to the Agreement. PARTIES will notify each other in writing of any personnel or location changes. Contact Information changes do not require an amendment to this Agreement.

The primary Agreement contact person for CALTRANS is:

Shivinderjit Singh, Branch Chief Electrical Systems  
6681 Marine Way  
Irvine, CA 92618-1724  
Office Phone: (949) 936-3464  
Email: shivinderjit.singh@dot.ca.gov

The primary Agreement contact person for CITY is:

Dave Langstaff, Traffic Engineering Analyst  
City of Fullerton  
Engineering Department  
303 West Commonwealth Avenue  
Fullerton, CA 92832-1775  
Office Phone: (714) 738-6858  
Email: DaveL@ci.fullerton.ca.us

**SIGNATURES**

PARTIES declare that:

1. Each PARTY is an authorized legal entity under California state law.
2. Each PARTY has the authority to enter into this AGREEMENT.
3. The people signing this AGREEMENT have the authority to do so on behalf of their public agencies.

**STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION**

**CITY OF FULLERTON**

By: \_\_\_\_\_  
Dina El-Tawansy  
Deputy District Director

By: \_\_\_\_\_  
Meg McWade  
Public Works Director

**CERTIFIED AS TO FINANCIAL TERMS  
AND CONDITIONS:**

By: *Gina Schumacher*  
Gina Schumacher  
HQ Accounting Supervisor

**CERTIFIED AS TO FUNDS:**

By: \_\_\_\_\_  
Neda Saber  
District Budget Manager

**SCOPE SUMMARY**

<b>Work Element</b>	<b>CALTRANS</b>	<b>City</b>
Perform Preliminary Engineering		X
Encroachment Permit		X
Develop Coordination Traffic Signal Timing		X
Approve and Implement Coordination Signal Timing	X	
Monitor and Fine-Tune Traffic Signal Coordination Timing	X	
Furnish Traffic Signal Local Controller	X	
Furnish Traffic Signal Master Controller	X	
Configure and Install Traffic Signal Controller	X	
Furnish and Install GPS Time Source	X	
Final Report		X

**Exhibit A**

**Reimbursable Caltrans Cost Details**

Brookhurst Road/Street Regional Traffic Signal Synchronization Project for the intersections of Brookhurst Road at SR-91 WB Ramps and Brookhurst Street at SR-91 EB Ramps:

Description	Unit Cost (\$)	Quantity	Subtotal
Caltrans Staff Oversight Fee Per Location	\$ 2,500.00	2	\$ 5,000.00
TOTAL			\$ 5,000.00