

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Matthew J. Fertal  
Dept.: City Manager  
Subject: EUCLID STREET TRAFFIC SIGNAL  
SYNCHRONIZATION PROGRAM  
PROJECT COOPERATIVE AGREEMENT  
WITH THE CITY OF FULLERTON

From: William E. Murray  
Dept.: Public Works  
Date: May 22, 2012

OBJECTIVE

To secure City Council authorization of a Cooperative Agreement with the cities of Fullerton, La Habra, Anaheim, Santa Ana, and Fountain Valley for the Euclid Street Traffic Signal Synchronization Program project.

BACKGROUND/DISCUSSION

The Orange County Transportation Authority (OCTA) issued a call for projects through the Regional Traffic Signal Synchronization Program to coordinate traffic signals across jurisdictional boundaries in the county. The participating cities identified Euclid Street as a heavily traveled corridor that would benefit from traffic signal coordination.

The proposed project spans approximately 17 miles and includes 66 traffic signals. It would begin at La Habra Boulevard in the city of La Habra and terminate at Ellis Avenue in the city of Fountain Valley.

The goal of the project is to improve the coordination of traffic signals to enhance traffic flow and reduce congestion across cities' boundaries. The project would include preparation and implementation of new timing plans optimized for signal synchronization, traffic signal controller cabinet upgrades at select locations, new traffic surveillance cameras, signal system detection and communication upgrades, and central system upgrades at the respective Traffic Management Centers.

FINANCIAL IMPACT

There will be no impact to the General Fund. The City of Garden Grove's financial responsibility towards the project is estimated at \$35,900. Measure M2 Local Fair Share funds have been allocated in the current fiscal year to cover the cost.

EUCLID STREET TRAFFIC SIGNAL SYNCHRONIZATION PROGRAM PROJECT  
COOPERATIVE AGREEMENT WITH THE CITY OF FULLERTON

May 22, 2012

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RECOMMENDATION

It is recommended that the City Council:

- Approve the Euclid Street Traffic Signal Synchronization Program project Cooperative Agreement between the City of Fullerton and the City of Garden Grove.
- Authorize the Mayor to execute the Euclid Street Traffic Signal Synchronization Program project Cooperative Agreement between the City of Fullerton and the City of Garden Grove.

  
William E. Murray, P.E.  
Public Works Director/City Engineer

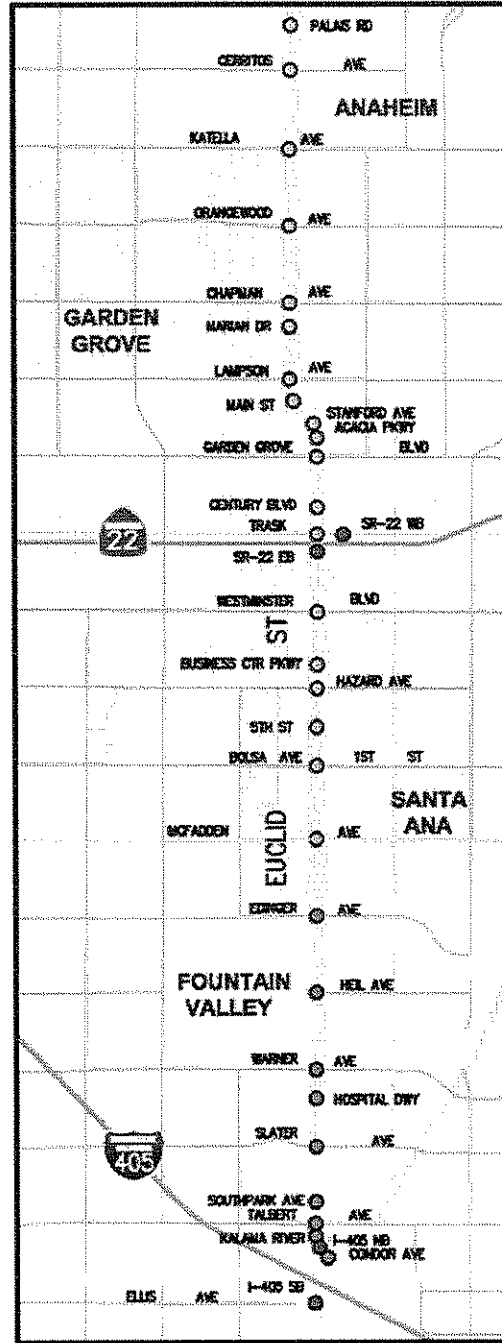
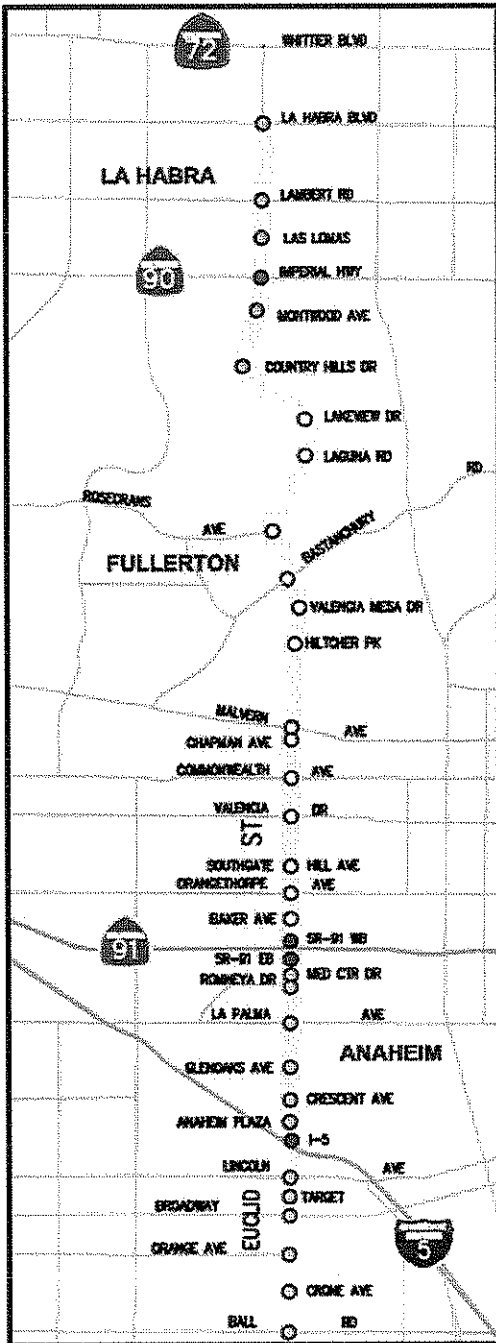
  
By: Dan Candelaria, P.E., T.E.  
City Traffic Engineer

Attachment #1: Vicinity Map

Attachment#2: Euclid Street Traffic Signal Synchronization Program Project  
Cooperative Agreement

**Recommended for Approval**

  
**Matthew Ferial**  
City Manager



**Legend**

Project Traffic Signal (maintained by)

- Caltrans
- La Habra
- Fullerton
- Anaheim
- Garden Grove
- Santa Ana
- Fountain Valley



NO SCALE



1 management of PROJECT; and

2       **WHEREAS**, the PROJECT will include approximately sixty-six (66) traffic signals along Euclid  
3 Street, between La Habra Boulevard and I-405 Freeway, and located in the Cities of La Habra, Fullerton,  
4 Anaheim, Garden Grove, Santa Ana and Fountain Valley; and

5       **WHEREAS**, the PROJECT Scope of Work includes the procurement, construction/installation of,  
6 traffic signal controller and cabinet upgrades at selected locations, new traffic surveillance cameras, signal  
7 system detection and communication upgrades, and central system upgrades at the respective Traffic  
8 Management Centers; and

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

13       **WHEREAS**, FULLERTON agrees to work with AGENCIES to coordinate the inclusion of other  
14 traffic control elements that must be installed at the same time as the construction of the PROJECT that are  
15 NOT a part of the PROJECT Scope of Work and will be the responsibility of the AGENCIES owning each  
16 and any of those traffic control elements during the course of the PROJECT; and

17       **WHEREAS**, FULLERTON and the AGENCIES acknowledge that other RTSSP corridor projects  
18 are currently underway or completed which intersect the Euclid Street Corridor Project, and that these other  
19 RTSSP corridor timing operations must be incorporated into the design and completion of this PROJECT;  
20 and

21       **WHEREAS**, this Cooperative Agreement (AGREEMENT) defines the roles, specific terms,  
22 conditions and responsibilities between FULLERTON and AGENCIES;

23   **AGREEMENT**

24       **NOW THEREFORE**, it is mutually understood and agreed by FULLERTON and AGENCIES as  
25 follows:

26       **ARTICLE 1. COMPLETE AGREEMENT**

27       This AGREEMENT, including all exhibits and documents incorporated herein and made applicable

1 by reference, constitutes the complete and exclusive statement of the terms and conditions of the agreement  
2 between FULLERTON and AGENCIES concerning the PROJECT and supersedes all prior  
3 representations, understandings and communications between the parties. The above-referenced Recitals  
4 are true and correct and are incorporated by reference herein.

5 **ARTICLE 2. RESPONSIBILITIES OF FULLERTON**

6 FULLERTON agrees to the following responsibilities:

7 1. FULLERTON shall serve as lead agency for design, construction and construction management  
8 of PROJECT and shall provide oversight by establishing PROJECT milestones and overseeing the  
9 PROJECT development to ensure that all standards and requirements set forth by the AGREEMENT are  
10 adhered to.

11 2. FULLERTON shall be responsible for completing the PROJECT in accordance with the funding  
12 guidelines and any and all other federal, state, and the OCTA requirements related to these funding  
13 programs.

14 3. FULLERTON shall provide staff, consultants, and contractors deemed necessary and appropriate  
15 to manage, administer, coordinate, and oversee engineering design and construction management of the  
16 PROJECT.

17 4. The budget for the PROJECT is One Million and Two Hundred Fifty Thousand Dollars  
18 (\$1,250,000). A total of One Million Dollars (\$1,000,000) is funded by the OCTA Project P/Regional  
19 Traffic Signal Synchronization Program. Minimum project matching funds of 20 percent amount to Two  
20 Hundred Fifty Thousand Dollars (\$250,000). FULLERTON'S share of match amounts to Sixty-One  
21 Thousand Eight Hundred Sixty Dollars (\$61,860). AGENCIES share of match amounts to One Hundred  
22 Eighty-Eight Thousand One Hundred Forty Dollars (\$188,140).

23 5. FULLERTON shall maintain coordination with the AGENCIES for the PROJECT.

24 6. FULLERTON shall coordinate construction activity within AGENCIES and provide schedule of  
25 construction activity within each AGENCY.

26 7. FULLERTON shall collect all data necessary for the analysis and optimization of traffic signal  
27 timing along the PROJECT corridor.

1 8. FULLERTON shall develop new timing plans optimized for traffic signal synchronization.

2 9. FULLERTON shall provide on-site support to implement the timing plans as necessary. Timing  
3 plans are subject to each AGENCIES' review and approval.

4 10. FULLERTON shall provide the new timing plans developed for the PROJECT and all relevant  
5 data required for the signal timing analysis to the AGENCIES upon request.

6 **ARTICLE 3. RESPONSIBILITIES OF AGENCIES**

7 AGENCIES agree to the following responsibilities:

8 1. AGENCIES shall remit to FULLERTON within thirty (30) days of receipt of an acceptable  
9 invoice the matching funds as required by the Orange County Comprehensive Transportation Funding  
10 Programs. The AGENCIES minimum 20 percent project match amounts to One Hundred Eighty-Eight  
11 Thousand One Hundred Forty Dollars (\$188,140). Details of AGENCIES' minimum match breakdown,  
12 based approximately on the number of project traffic signals and construction activity per grant application,  
13 is as follows:

- 14 • City of La Habra – Twenty-Nine Thousand Dollars (\$29,000), including up to \$5,500 of in-kind  
15 services;
- 16 • City of Anaheim – Sixty-Three Thousand, Two Hundred Eighty Dollars (\$63,280), including up  
17 to \$10,200 of in-kind services;
- 18 • City of Garden Grove – Thirty-Five Thousand Nine Hundred Dollars (\$35,900) including up to  
19 \$4,200 of in-kind services;
- 20 • City of Santa Ana – Twenty-Nine Thousand, Nine Hundred Dollars (\$29,900) including up to  
21 \$10,000 of in-kind services ; and
- 22 • City of Fountain Valley – Thirty Thousand, Sixty Dollars (\$30,060) including up to \$3,500 of in-  
23 kind services.

24 Documentation of AGENCIES in-kind services, such as for construction inspection services, shall  
25 meet OCTA Comprehensive Transportation Funding Program (CTFP) Guidelines.

26 2. At no cost to FULLERTON, AGENCIES shall provide FULLERTON with current intersection,  
27 local field master and/or central system timing plans and related data no later than thirty (30) days

1 subsequent to the execution of this AGREEMENT, and updates as they occur within seven (7) days of the  
2 event.

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

7 4. AGENCIES shall waive all costs and fees related to any and all AGENCY required  
8 encroachment and inspection permits for the construction phase of the PROJECT.

9 5. At no cost to FULLERTON, AGENCIES respective Construction Inspectors shall oversee all  
10 construction work done in their respective jurisdictions.

11 6. At no cost to FULLERTON, AGENCIES shall provide the required maintenance related to the  
12 PROJECT's signal and communications equipment.

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

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

17 The PARTIES agree to the following mutual responsibilities:

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

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

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

27 4. This AGREEMENT shall be governed by all applicable federal, state and local laws. The



1 AGENCIES and FULLERTON warrant that in the performance of this AGREEMENT, each shall comply  
2 with all applicable federal, state and local laws, statutes and ordinances and all lawful orders, rules and  
3 regulations promulgated there under.

4 5. Each PARTY agrees to defend, indemnify and hold harmless the other PARTIES, their officers,  
5 agents, elected officials and employees from all liability, claims, losses and demands, including defense  
6 costs and reasonable attorneys' fees, whether resulting from court action or otherwise, arising out of the  
7 negligent acts or omissions of the defending PARTY, its officers, agents, or employees, in the performance  
8 of this AGREEMENT. When negligent acts or omissions of one PARTY are directed by another PARTY,  
9 the PARTY directing the negligent acts or omissions shall owe this defense and indemnity obligation to the  
10 PARTY following the directions. The provisions of this paragraph shall survive the termination of this  
11 AGREEMENT.

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

19 7. Any notice sent by first class mail, postage paid, to the address and addressee, shall be deemed  
20 to have been given when in the ordinary course it would be delivered. The representatives of the PARTIES  
21 who are primarily responsible for the administration of this AGREEMENT, and to whom notices, demands  
22 and communications shall be given are as follows:

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**City of Fullerton – LEAD AGENCY**

303 W. Commonwealth Avenue

Fullerton, CA 92832

Attn: Thuy Nguyen

Civil Engineer

(714) 738-6886

thuyn@ci.fullerton.ca.us

**City of La Habra**

201 E. La Habra Boulevard

PO Box 337

La Habra, CA 90633-0337

Attn: Nelson Wong

Traffic Manager

(562) 905-9620

nelsonw@lahabracity.com

**City of Anaheim**

200 Anaheim Boulevard, Ste 276

Anaheim, CA 92805

Attn: John Thai

Traffic Engineer

(714) 765-5294

jthai@anaheim.net

**City of Garden Grove**

11222 Alicia Parkway

Garden Grove, CA 92842

Attn: Dan Candelaria

Traffic Engineer

(714) 741-5185

danc@ci.garden-grove.ca.us

**City of Santa Ana**

20 Civic Center Plaza, M-93

PO Box 1988, M-93

Santa Ana, CA 92702

Attn: Vinh Nguyen

Senior Civil Engineer

(714) 647-5612

vnghuyen@santa-ana.org

**City of Fountain Valley**

10200 Slater Avenue

Fountain Valley, CA 92708-4736

Attn: Temo Galvez

Deputy City Engineer

(714) 593-4517

temo.galvez@fountainvalley.org

8. This AGREEMENT shall continue in full force and effect through December 31, 2014, unless terminated earlier by FULLERTON and upon mutual written agreement by all PARTIES.

9. The term of this AGREEMENT may only be extended upon mutual written agreement by all PARTIES.

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**IN WITNESS WHEREOF**, the PARTIES hereto have caused this Cooperative Agreement for Project No. 174-46008 to be executed on the date first above written.

**CITY OF FULLERTON**

By: \_\_\_\_\_

Sharon Quirk-Silva

Mayor

**ATTEST:**

By: \_\_\_\_\_

Lucinda Williams                      Date

City Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_

Richard Jones

City Attorney

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1           **IN WITNESS WHEREOF**, the AGENCIES hereto have caused this Cooperative Agreement  
2 for Project No. 174-46008 to be executed on the date first above written.

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4 **CITY OF LA HABRA**

5  
6 By: \_\_\_\_\_

7       Tim Shaw

8       Mayor

9  
10  
11 **ATTEST:**

12  
13 By: \_\_\_\_\_

14       Tamara D. Mason

15       City Clerk

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17  
18 **APPROVED AS TO FORM:**

19  
20 By: \_\_\_\_\_

21       Richard D. Jones

22       City Attorney

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**IN WITNESS WHEREOF**, the AGENCIES hereto have caused this Cooperative Agreement for Project No. 174-46008 to be executed on the date first above written.

**CITY OF ANAHEIM**

By: \_\_\_\_\_

Tom Tait

Mayor

**ATTEST:**

By: \_\_\_\_\_

Linda Andal

City Clerk

**APPROVED AS TO FORM:**

CRISTINA L. TALLEY, CITY ATTORNEY

By: \_\_\_\_\_

Bryn M. Morley, Deputy City Attorney

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IN WITNESS WHEREOF, the AGENCIES hereto have caused this Cooperative Agreement for Project No. 174-46008 to be executed on the date first above written.

**CITY OF GARDEN GROVE**

By: \_\_\_\_\_

William Dalton

Mayor

**ATTEST:**

By: \_\_\_\_\_

Kathleen Bailor

City Clerk

**APPROVED AS TO FORM:**

By: Thomas F. Nixon

Thomas F. Nixon

City Attorney

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1           **IN WITNESS WHEREOF**, the AGENCIES hereto have caused this Cooperative Agreement  
2 for Project No. 174-46008 to be executed on the date first above written.

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4 **CITY OF SANTA ANA**

5  
6 By: \_\_\_\_\_

7 Paul M. Walters

8 Interim City Manager

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10  
11 **ATTEST:**

12  
13 By: \_\_\_\_\_

14 Maria D. Huizar

15 City Clerk

16  
17  
18 **APPROVED AS TO FORM:**

19  
20 By: \_\_\_\_\_

21 Sonia Carvalho

22 City Attorney

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1           **IN WITNESS WHEREOF**, the AGENCIES hereto have caused this Cooperative Agreement  
2 for Project No. 174-46008 to be executed on the date first above written.

3  
4 **CITY OF FOUNTAIN VALLEY**

5  
6 By: \_\_\_\_\_

7       John Collins

8       Mayor

9  
10  
11 **ATTEST:**

12  
13 By: \_\_\_\_\_

14       XXX

15       City Clerk

16  
17  
18 **APPROVED AS TO FORM:**

19  
20 By: \_\_\_\_\_

21       Allan Burns

22       City Attorney

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