

COOPERATIVE AGREEMENT DESIGNATING THE
CITY OF NEWPORT BEACH AS THE ADMINISTRATIVE AGENCY FOR
THE PARTNERSHIP BETWEEN THE CITIES OF COSTA MESA AND NEWPORT
BEACH FOR THE ORANGE COUNTY TRANSPORTATION AUTHORITY'S GO
LOCAL PROGRAM

This Cooperative Agreement ("Agreement") is made and entered into this _____ day of _____, 2008, by and between the CITY OF COSTA MESA, a municipal corporation ("COSTA MESA"), and the CITY OF NEWPORT BEACH, a charter city and municipal corporation ("NEWPORT BEACH").

RECITALS:

- A. Orange County Transportation Authority ("OCTA") has entered into the "Cooperative Agreement No. C-6-0692 between the Orange County Transportation Authority and the City of NEWPORT BEACH for City-Initiated Transit Extensions to Metrolink" ("Cooperative Agreement"). COSTA MESA has also entered into a similar agreement with OCTA.
- B. The purpose of the Cooperative Agreements with OCTA is to develop a community-based transit vision that increases use of Metrolink by the various cities, their residents, visitors and/or employees. OCTA's Board of Directors allocated Measure M funds to a program designed to enable cities that wish to develop a local transit vision including defined enhancements and transit extensions to Metrolink that work best with their local community's short and long-term priorities (hereinafter referred to as "Go Local Step 1").
- C. COSTA MESA and NEWPORT BEACH have each completed Go Local Step 1 Project Concept Forms which were considered acceptable to OCTA. The parties now desire to enter into a cooperative agreement to designate NEWPORT BEACH as the "Administering Agency" for a partnership between the Cities of COSTA MESA and NEWPORT BEACH for the John Wayne Airport-Metrolink Extensions project concept, pursuant to the terms and conditions of the Cooperative Agreements which each of the parties has signed with OCTA.

NOW, THEREFORE, the parties agree as follows:

I. SHARED RESPONSIBILITIES:

- a) COSTA MESA shall partner with NEWPORT BEACH authorizing NEWPORT BEACH to be the Administering Agency for "John Wayne Airport-Metrolink Extensions" project concept.
- b) COSTA MESA authorizes OCTA to distribute its "Go Local" grant allocation (\$100,000) to NEWPORT BEACH in order to pool the partner cities' grant

funds in order to complete a more thorough analysis of airport-rail service than could be accomplished by each city individually.

- c) COSTA MESA shall help develop the project scope, provide input into the consultant selection, attend team meetings, and review all consultant and administrative reports.

II. ADMINISTERING AGENCY RESPONSIBILITIES:

- a) NEWPORT BEACH shall manage the Joint Study for the Cities of NEWPORT BEACH and COSTA MESA. NEWPORT BEACH shall act as the “Administering Agency” for the Go Local Step 1 work for both NEWPORT BEACH and COSTA MESA. A copy of this Agreement shall be mailed to OCTA within ten (10) days after this Agreement has been executed, pursuant to the terms and conditions of the Cooperative Agreement.
- b) NEWPORT BEACH shall work cooperatively with COSTA MESA and ensure that COSTA MESA has the opportunity to provide meaningful input into all phases of the study, and that staff has adequate time to review all draft reports, contracts, the proposed Scope of Work, and any other pertinent information. NEWPORT BEACH shall convene monthly meetings of staff representatives from all partnering cities to provide a regular process of input from all partner cities to the consultant team.
- c) NEWPORT BEACH shall enter into an agreement with a qualified consultant team to assist in the Go Local Step 1 work. Selection of the consultant team shall be with the concurrence of the partner cities.
- d) NEWPORT BEACH shall coordinate the work effort of this Project Concept, provide the day to day management of the consultant and manage all consultant administration and contracting. NEWPORT BEACH shall review the consultant’s invoices and pay them accordingly after ensuring that the work has been adequately performed by the consultant.
- e) The partner cities shall provide project oversight through a Technical Advisory Committee which shall meet monthly during the study process.
- f) NEWPORT BEACH shall comply with all of the terms and conditions of the Cooperative Agreement with OCTA including the Project Reporting and Audit Requirements contained therein.

III. DISPUTE RESOLUTION:

NEWPORT BEACH and COSTA MESA hereby acknowledge that OCTA will not resolve any disagreements which may arise among the two parties, including scope, financing and deliverables.

IN WITNESS WHEREOF, COSTA MESA has caused this Agreement to be executed by its City Manager and attested by its Clerk, and NEWPORT BEACH caused this Agreement to be executed by its City Manager and attested by its Clerk, as duly authorized by the COSTA MESA City Council and the NEWPORT BEACH City Council, respectively.

CITY OF NEWPORT BEACH, a
municipal corporation of the
State of California

CITY OF COSTA MESA, a
municipal corporation of the
State of California

By: _____
Homer Bludau
City Manager

By: _____
Allan Roeder
City Manager

ATTEST:

ATTEST:

LaVonne Harkless
Clerk of the Council

Julie Folcik
Clerk of the Council

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Robin Clauson
City Attorney

Kimberly Hall Barlow
City Attorney

RECOMMENDED FOR APPROVAL:

RECOMMENDED FOR APPROVAL:

Steve Badum
Public Works Director

Peter Naghavi
Public Services Director