

1 **MEMORANDUM OF UNDERSTANDING C-9-0826**

2 **BY AND BETWEEN**

3 **ORANGE COUNTY TRANSPORTATION AUTHORITY**

4 **AND**

5 **THE CITIES OF ANAHEIM, BREA, COSTA MESA,**

6 **FULLERTON, ORANGE, SANTA ANA**

7 **AND**

8 **THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION**

9 **FOR**

10 **THE BRISTOL STREET/STATE COLLEGE BOULEVARD TRAFFIC SIGNAL**

11 **SYNCHRONIZATION PROJECT**

12 The following Memorandum of Understanding (hereinafter, "MOU") is effective this \_\_\_\_\_ day  
13 of \_\_\_\_\_, 2011, entered by and between the Orange County Transportation Authority  
14 (hereinafter, "AUTHORITY"), the City of Anaheim, the City of Brea, City of Costa Mesa, the City of  
15 Fullerton, City of Orange, City of Santa Ana, and the State of California Department of Transportation  
16 (Caltrans) (hereinafter referred to as the "AGENCIES" or "AGENCY").

17 **WHEREAS**, coordinating and synchronizing traffic signals across cities' boundaries is a major  
18 component in enhancing countywide traffic flow and reducing congestion; and

19 **WHEREAS**, AUTHORITY has the responsibility to carry out signal coordination and  
20 synchronization efforts in Orange County; and

21 **WHEREAS**, the Traffic Signal Synchronization (TSS) Project shall consist of traffic corridors that  
22 will span a minimum of two jurisdictions, not require immediate street widening, and have sufficient  
23 traffic volumes to show a measurable benefit of interagency signal synchronization through cooperative  
24 time-based coordination; and

25 **WHEREAS**, AUTHORITY and AGENCIES agree to the implementation of the Bristol  
26 Street/State College Boulevard Traffic Signal Synchronization Project (hereinafter, the "PROJECT") as

1 one of the three (3) corridors for Traffic Signal Synchronization Projects for Orange County; and

2       **WHEREAS**, the PROJECT is nineteen (19) miles in length and will include approximately  
3 ninety-seven (97) traffic signals located from the City of Brea to the City of Costa Mesa, as illustrated in  
4 the PROJECT Scope of Work which is attached herein as Exhibit A; and

5       **WHEREAS**, the PROJECT will also include hardware and software upgrades to traffic  
6 controllers, traffic telecommunications and inter-tie systems, central traffic master controllers and  
7 associated systems (hereinafter collectively referred to as "Traffic Control Elements"), and these Traffic  
8 Control Elements will be constructed and/or installed and implemented as part of the PROJECT as  
9 identified in the PROJECT Scope of Work; and

10       **WHEREAS**, AUTHORITY agrees to work with AGENCIES to coordinate the inclusion of other  
11 Traffic Control Elements to be installed during the construction of the PROJECT that are not included in  
12 the PROJECT Scope of Work, and that the owning AGENCY will have responsibility for coordinating  
13 and funding the installation of those Traffic Control Elements during the course of the PROJECT; and

14       **WHEREAS**, AUTHORITY and AGENCIES desire to enter into this MOU to demonstrate their  
15 commitment to improving transportation opportunities for Orange County and to develop and implement  
16 the Bristol Street/State College Boulevard TSS Project;

17       **NOW, THEREFORE**, it is mutually understood and agreed by AUTHORITY and AGENCIES to  
18 enter into the following Memorandum of Understanding with respect to the matters as follows:

19       **ARTICLE 1. COMPLETE AGREEMENT:**

20       This MOU, including all exhibits and documents incorporated herein and made applicable by  
21 reference, constitutes the complete and exclusive statement of the terms and conditions of the MOU  
22 between AUTHORITY and AGENCIES concerning the PROJECT and supersedes all prior  
23 representations, understandings and communications between the parties. The above-referenced  
24 recitals are true and correct and are incorporated by reference herein. The invalidity in whole or part of  
25 any term or condition of this MOU shall not affect the validity of other term(s) or condition(s).

26 /

1           **ARTICLE 2. RESPONSIBILITIES OF AUTHORITY:**

2           AUTHORITY agrees to the following responsibilities for PROJECT:

3           1.       To retain oversight of the PROJECT development and establish PROJECT  
4 milestones.

5           2.       To interface with the AGENCIES and coordinate outreach for the PROJECT.

6           3.       To assist in building consensus among the AGENCIES with respect to the required  
7 services for the PROJECT.

8           4.       To collect manual intersection directional movement and automated machine traffic  
9 counts, specified in the PROJECT Scope of Work.

10          5.       To develop new timing plans optimized for signal synchronization, and provide  
11 updated timing plans and turning movements to the AGENCIES in Synchro format upon request.

12          6.       To provide on-site support to implement the timing plans as necessary. Timing plans  
13 are subject to each AGENCY's review and approval.

14          7.       To prepare "before" and "after" studies of the PROJECT conditions. The "before"  
15 studies shall be completed by spring 2011, and the "after" studies shall be completed by winter  
16 2012.

17           **ARTICLE 3. RESPONSIBILITIES OF AGENCIES:**

18           AGENCIES agree to the following responsibilities for PROJECT:

19          1.       To provide AUTHORITY all current intersection, local field master, and/or central  
20 control system timing plans and related data no later than February 1, 2011, and updates on an as-  
21 needed basis as required by AUTHORITY.

22          2.       To provide Plans, Specifications and Estimates (PS&E) to the AUTHORITY or its  
23 representative for its use in the construction of infrastructure as needed to implement coordinated  
24 and synchronized systems and operations.

25          3.       To give PROJECT related signal and telecommunications equipment a high  
26 maintenance priority during the PROJECT.

1           4.     To take reasonable steps to keep signal control systems, inter-tie, detection systems  
2 and related equipment in proper working order during the PROJECT.

3           5.     To maintain and repair their own signal control systems inter-tie, detection systems  
4 and related equipment located within each of their respective jurisdiction.

5           6.     To provide on-site support, if needed, for timing plan changes and the construction  
6 and/or installation of traffic control elements as specified in the PROJECT Scope of Work.

7           7.     Each AGENCY's Traffic Engineer or authorized designee (which in some cases may  
8 be the AUTHORITY) shall be authorized to make changes or adjustments to the signal timing plans,  
9 when required.

10          8.     To perform the changes required at central or field control locations and/or  
11 intersection controller assemblies. When AUTHORITY is required to make such changes,  
12 AGENCIES shall provide AUTHORITY access to all necessary equipment.

13          9.     To designate a technical lead person to act as a liaison among the Agencies.

14           **ARTICLE 4. MUTUAL RESPONSIBILITIES OF ALL PARTIES:**

15           AUTHORITY and AGENCIES agrees to the following responsibilities for PROJECT:

16          1.     PROJECT signal synchronization efforts shall focus on those time periods specified in  
17 the PROJECT Scope of Work.

18          2.     To attend and participate in all joint agencies related PROJECT meetings.

19          3.     To cooperate and coordinate with all other agencies, their staff, contractors,  
20 consultants, and vendors in providing the services and responsibilities required under this MOU to  
21 the extent practicable with respect to the performance of the PROJECT.

22          4.     The owning AGENCY shall be responsible for coordinating the construction and/or  
23 installation of traffic control elements that are not included in the PROJECT Scope of Work.

24          5.     To work together in good faith, using reasonable efforts to resolve any unforeseen  
25 issues and disputes arising out of the performance of this MOU.

26          6.     This MOU may only be modified or amended upon written mutual consent of all

1 AGENCIES. All modifications, amendments, changes and revisions of this MOU in whole or part,  
2 and from time to time, shall be binding upon the agencies, so long as the same shall be in writing  
3 and executed by the AGENCIES.

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

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

16 9. Any notice sent by first class mail, postage paid, to the address and addressee, shall  
17 be deemed to have been given when in the ordinary course it would be delivered. The  
18 representatives of the AGENCIES who are primarily responsible for the administration of this  
19 MOU, and to whom notices, demands and communications shall be given are as detailed in  
20 signature section.

21 10. This MOU shall continue in full force and effect through June 30, 2012, unless  
22 terminated earlier by AUTHORITY. The AGENCIES may elect to extend the term of this MOU for an  
23 additional six (6) months commencing July 1, 2012 and ending December 31, 2012.

24 11. The term of this MOU may only be extended upon mutual written MOU by all  
25 AGENCIES.



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**CITY OF BREA**

By: \_\_\_\_\_  
Ron Garcia  
Mayor

**ATTEST:**

By: \_\_\_\_\_  
Lucinda Williams  
City Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Jim Markman  
City Attorney

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**CITY OF COSTA MESA**

By: \_\_\_\_\_  
Gary Monahan  
Mayor

**ATTEST:**

By: \_\_\_\_\_  
Julie Folcik  
City Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Kimberly Hall Barlow  
City Attorney

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**CITY OF FULLERTON**

By: \_\_\_\_\_  
Don Bankhead  
Mayor

**ATTEST:**

By: \_\_\_\_\_  
Beverley White  
City Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Richard D. Jones  
City Attorney

1 **CITY OF ORANGE**

2 By: \_\_\_\_\_  
3 Carolyn V. Cavecche  
4 Mayor

5 **ATTEST:**

6 By: \_\_\_\_\_  
7 Mary Murphy  
8 City Clerk

9 **APPROVED AS TO FORM:**

10 By: \_\_\_\_\_  
11 David A. DeBerry  
12 City Attorney  
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**CITY OF SANTA ANA**

By: \_\_\_\_\_  
Miguel Pulido  
Mayor

**ATTEST:**

By: \_\_\_\_\_  
Maria Huizar  
Clerk of the Council

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Joseph W. Fletcher  
City Attorney

1 **STATE OF CALIFORNIA DEPARTMENT OF**  
2 **TRANSPORTATION**

3 By: \_\_\_\_\_  
4 James Pinheiro  
5 Deputy District Director  
6 Operations and Maintenance  
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