

1 **WHEREAS**, the PROJECT is twenty-three (23) miles in length and will include approximately
2 one hundred eight (108) traffic signals located from the City of Fullerton to the City of Costa Mesa, as
3 illustrated in the PROJECT Scope of Work which is attached herein as Exhibit A; and

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

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

13 **WHEREAS**, AUTHORITY and AGENCIES desire to enter into this MOU to demonstrate their
14 commitment to improving transportation opportunities for Orange County and to develop and implement
15 the Harbor Boulevard TSS Project;

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

18 **ARTICLE 1. COMPLETE AGREEMENT:**

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

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

26 AUTHORITY agrees to the following responsibilities for PROJECT:

- 1 1. To retain oversight of the PROJECT development and establish PROJECT
2 milestones.
- 3 2. To interface with the AGENCIES and coordinate outreach for the PROJECT.
- 4 3. To assist in building consensus among the AGENCIES with respect to the required
5 services for the PROJECT.
- 6 4. To collect manual or electronic intersection directional movement and automated
7 machine traffic counts specified in the PROJECT Scope of Work.
- 8 5. To develop new timing plans optimized for signal synchronization, and provide
9 updated timing plans and turning movements to the AGENCIES in Synchro format upon request.
- 10 6. To provide on-site support to implement the timing plans as necessary. Timing plans
11 are subject to each AGENCY's review and approval.
- 12 7. To prepare "before" and "after" studies of the PROJECT conditions. The "before"
13 studies shall be completed by spring 2011, and the "after" studies shall be completed by winter
14 2012.

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

16 AGENCIES agree to the following responsibilities for PROJECT:

- 17 1. To provide AUTHORITY all current intersection, local field master, and/or central
18 control system timing plans and related data no later than February 1, 2011, and updates on an as-
19 needed basis as required by AUTHORITY.
- 20 2. To provide Plans, Specifications and Estimates (PS&E) to the AUTHORITY or its
21 representative for its use in the construction of infrastructure as needed to implement coordinated
22 and synchronized systems and operations.
- 23 3. To give PROJECT related signal and telecommunications equipment a high
24 maintenance priority during the PROJECT.
- 25 4. To take reasonable steps to keep signal control systems, inter-tie, detection systems
26 and related equipment in proper working order during the PROJECT.

1 5. To maintain and repair their own signal control systems inter-tie, detection systems
2 and related equipment located within each of their respective jurisdictions.

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

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

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

11 9. To designate a technical lead person to act as a liaison among the AGENCIES.

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

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

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

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

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

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

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

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

1 and executed by the AGENCIES.

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

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

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

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

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

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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 FOUNTAIN VALLEY

By: _____
Steve Nagel
Mayor

ATTEST:

By: _____
Kathy Heard
Deputy City Clerk

APPROVED AS TO FORM:

By: _____
Alan R. Burns
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

CITY OF GARDEN GROVE

By: _____
William Dalton
Mayor

ATTEST:

By: _____
Kathleen Bailor
City Clerk

APPROVED AS TO FORM:

By: _____
Thomas Nixon
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**
2 **OF TRANSPORTATION**

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