

COOPERATIVE AGREEMENT NO. C-4-1882

BETWEEN

ORANGE COUNTY TRANSPORTATION AUTHORITY

AND

CITIES OF COSTA MESA, NEWPORT BEACH, AND SANTA ANA

FOR

BRISTOL STREET REGIONAL TRAFFIC SIGNAL SYNCHRONIZATION PROJECT

THIS COOPERATIVE AGREEMENT (Agreement), is effective this _____ day of _____, 201__, by and between the Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, California 92863-1584, a public corporation of the State of California (herein after referred to as "AUTHORITY") and the cities of Costa Mesa, Newport Beach, and Santa Ana (hereinafter referred to as "PARTICIPATING AGENCIES") each individually known as "Party" and collectively known as the "Parties".

RECITALS:

WHEREAS, the AUTHORITY in cooperation with the PARTICIPATING AGENCIES is working together in coordinating traffic signals across multiple jurisdictional boundaries as a part of the Renewed Measure M (M2) Regional Traffic Signal Synchronization Program Project P (Project P) to enhance countywide traffic flow and reduce congestion; and

WHEREAS, the AUTHORITY has completed the competitive 2014 Call for Projects (hereinafter, "2014 CALL") in support of Project P and awarded Project P funds based on the application (hereinafter, "APPLICATION") prepared by the City of Costa Mesa (hereinafter referred to as the "APPLICANT AGENCY") for implementation of signal synchronization of traffic signals along Bristol Street (hereinafter, "PROJECT"); and

WHEREAS, the PARTICIPATING AGENCIES in their approved APPLICATION have elected to designate the AUTHORITY and the AUTHORITY agrees to act as the implementing agency to carry out the PROJECT; and

4

1 **WHEREAS**, the PROJECT will include approximately forty-five (45) traffic signalized
2 intersections as identified in the APPLICATION; and

3 **WHEREAS**, the PROJECT will include elements identified in the APPLICATION including
4 certain hardware and software upgrades to intersection traffic controller units, traffic telematics and
5 intertie systems, Advanced Transportation Management Systems (ATMS), and other associated
6 systems (hereinafter collectively referred to as "TRAFFIC CONTROL ELEMENTS"), which will be
7 constructed and/or installed and implemented as part of the PROJECT as identified in the
8 APPLICATION; and

9 **WHEREAS**, the AUTHORITY agrees to work with PARTICIPATING AGENCIES to
10 coordinate the inclusion of other traffic control elements (OTHER ELEMENTS) that should be
11 installed at the same time as the construction of the PROJECT and are not a part of this Agreement;
12 and

13 **WHEREAS**, all costs associated with the inclusion of these OTHER ELEMENTS are the sole
14 responsibility of the AGENCY owning each and any of those OTHER ELEMENTS during the course
15 of the project; and

16 **WHEREAS**, based on the APPLICATION, the AUTHORITY agrees to implement the
17 PROJECT; and

18 **WHEREAS**, the PARTICIPATING AGENCIES per the M2 Ordinance, agree to provide
19 PROJECT funding in a combined cash match and in-kind services match of Four Hundred Seventy-
20 One Thousand One Hundred Fifty-Five Dollars (\$471,155.00), or equivalent to twenty percent (20%) of
21 the PROJECT cost, as shown in Attachment A; and

22 **WHEREAS**, the AUTHORITY and the PARTICIPATING AGENCIES desire to enter into this
23 Agreement to implement the PROJECT in support of Project P; and

24 **WHEREAS**, this Agreement defines the specific terms, conditions and funding responsibilities
25 between the AUTHORITY and the PARTICIPATING AGENCIES for the implementation of the
26 PROJECT.

1 **WHEREAS**, the AUTHORITY's Board of Directors approved funding for the PROJECT and
2 authorized the Chief Executive Officer to negotiate and execute this cooperative agreement on April 8,
3 2013.

4 **WHEREAS**, the CITY of Costa Mesa's City Council approved this Agreement
5 on the ____ day of _____, 20 ____.

6 **WHEREAS**, the CITY of Newport Beach's City Council approved this Agreement
7 on the ____ day of _____, 20 ____.

8 **WHEREAS**, the CITY of Santa Ana's City Council approved this Agreement
9 on the ____ day of _____, 20 ____.

10 **NOW, THEREFORE**, it is mutually understood and agreed by AUTHORITY and the
11 PARTICIPATING AGENCIES as follows:

12 **ARTICLE 1. COMPLETE AGREEMENT**

13 A. This Agreement, including any attachments incorporated herein and made applicable by
14 reference, constitutes the complete and exclusive statement of the term(s) and conditions(s) of this
15 Agreement between AUTHORITY and PARTICIPATING AGENCIES and it supersedes all prior
16 representations, understandings, and communications between the parties. The invalidity in whole or in
17 part of any term or condition of this Agreement shall not affect the validity of other term(s) or
18 conditions(s) of this Agreement. The above referenced Recitals are true and correct and are
19 incorporated by reference herein.

20 B. AUTHORITYS' failure to insist on any instance(s) of PARTICIPATING AGENCIES'
21 performance of any term(s) or condition(s) of this Agreement shall not be construed as a waiver or
22 relinquishment of AUTHORITY's right to such performance or to future performance of such term(s) or
23 condition(s), and PARTICIPATING AGENCIES' obligation in respect thereto shall continue in full force
24 and effect. Changes to any portion of this Agreement shall not be binding upon AUTHORITY except
25 when specifically confirmed in writing by an authorized representative of AUTHORITY by way of a
26 written amendment to this Agreement and issued in accordance with the provisions of this Agreement.

1 C. PARTICIPATING AGENCIES' failure to insist on any instance(s) of AUTHORITY's
2 performance of any term(s) or condition(s) of this Agreement shall not be construed as a waiver or
3 relinquishment of PARTICIPATING AGENCIES' right to such performance or to future performance of
4 such term(s) or condition(s), and AUTHORITY's obligation in respect thereto shall continue in full force
5 and effect. Changes to any portion of this Agreement shall not be binding upon PARTICIPATING
6 AGENCIES except when specifically confirmed in writing by an authorized representative of
7 PARTICIPATING AGENCIES by way of a written amendment to this Agreement and issued in
8 accordance with the provisions of this Agreement.

9 **ARTICLE 2. SCOPE OF AGREEMENT**

10 This Agreement specifies the roles and responsibilities of the Parties as they pertain to the
11 subjects and projects addressed herein. Both AUTHORITY and PARTICIPATING AGENCIES agree
12 that each will cooperate and coordinate with the other in all activities covered by this Agreement and
13 any other supplemental agreements that may be required to facilitate purposes thereof.

14 **ARTICLE 3. RESPONSIBILITIES OF AUTHORITY**

15 AUTHORITY agrees to the following responsibilities for funding of the PROJECT:

16 A. AUTHORITY shall implement the PROJECT based on the intent of the usage in the
17 APPLICATION prepared by the APPLICANT AGENCY in accordance with the policies and procedures
18 contained in the CTFP Guidelines.

19 B. AUTHORITY shall provide oversight in order to maintain inter-jurisdictional traffic signal
20 operational integrity between PROJECT and other similar existing and new M2 Project P funded
21 projects not older than 3 years.

22 C. AUTHORITY will act as the LEAD AGENCY and provide and file all documentation
23 necessary to comply with California Environmental Quality Act (CEQA) regulations for PROJECT.

24 D. AUTHORITY shall perform web-based public outreach activities for the project to
25 communicate major project milestones and results.

26 /

1 E. AUTHORITY shall provide formats, templates, and guidance in reporting requirements
2 as described in Comprehensive Transportation Funding Program (CTFP).

3 F. AUTHORITY, or agents of AUTHORITY, under this Agreement and upon close-out of
4 PROJECT, may perform a technical and/or field review to ensure that the CTFP Guidelines, policies,
5 and procedures were followed. Such a review may be performed one hundred and eighty (180) days
6 after the PROJECT three (3) year grant period is complete. If the technical and or field review
7 determines that any of the activities performed are ineligible for CTFP funding, PARTICIPATING
8 AGENCIES must reimburse and return the amount of funding used to perform the ineligible activity to
9 AUTHORITY.

10 G. AUTHORITY shall invoice the PARTICIPATING AGENCIES as identified in the
11 PROJECT 2014 CALL APPLICATION and Attachment A for the dollar cash match at the start of the
12 PROJECT or at a mutually agreed upon time to facilitate any respective AGENCY funding
13 timeframes.

14 H. AUTHORITY shall request updates on the PROJECT as part of semi-annual review
15 process, including documentation of in-kind match conforming to Attachment A and will include the
16 PROJECT in the list of active projects in OCfundTrAcker until completion of the three (3) year grant
17 period. Documents to be provided include, but are not limited to, payroll records, contracts, and
18 purchase orders.

19 **ARTICLE 4. RESPONSIBILITIES OF THE AUTHORITY AS PROJECT LEAD AGENCY**

20 The AUTHORITY as the LEAD AGENCY agrees to the following responsibilities for the
21 implementation of the PROJECT:

22 A. AUTHORITY shall act as the LEAD AGENCY for the work necessary to manage,
23 procure, and complete the PROJECT as identified in Attachment A.

24 B. To coordinate outreach with the PARTICIPATING AGENCIES for the PROJECT.

25 C. To collect all data necessary to provide new optimized timing plans including but not
26 limited to manual intersection all movement counts and automated machine traffic and vehicle

1 classification counts.

2 D. To develop and implement new timing plans optimized for signal synchronization.

3 E. To provide updated timing plans for all control systems and all relevant data used to
4 develop said plans to the PARTICIPATING AGENCIES.

5 F. To prepare a "Before and After Study" for the PROJECT as described in the Measure
6 M2 Eligibility Guidelines adopted by the AUTHORITY. The "Before and After Study" for the project is
7 considered the equivalent of the required Project Final Report (Measure M2 Ordinance No. 3, Section
8 B.III.9) for the PROJECT. The AUTHORITY shall provide the "Before and After Study" to the
9 PARTICIPATING AGENCIES in draft and final formats for review and comment. AGENCY comments
10 shall be noted in the final study. If specified in original PROJECT APPLICATION, the AUTHORITY
11 shall provide a "Before and After Study" video of a representative portion of PROJECT.

12 **ARTICLE 5. RESPONSIBILITIES OF THE PARTICIPATING AGENCIES:**

13 The PARTICIPATING AGENCIES agree to the following responsibilities for implementation
14 and funding of the PROJECT:

15 A. Provide a technical representative to meet and participate as a member of the
16 PROJECT's Traffic Forum.

17 B. To authorize the AUTHORITY to manage, procure, and implement all aspects of the
18 PROJECT.

19 C. To participate and support the PROJECT implementation within the timeframe
20 outlined in the APPLICATION and consistent with the CTFP Guidelines adopted by the
21 AUTHORITY.

22 D. To provide the AUTHORITY all current intersection, local field master, and/or ATMS
23 timing plans and related data upon request.

24 E. To provide the local cash match and/or documentation for the in-kind services match
25 for the PROJECT in accordance with Attachment A. Failure to provide included local cash match
26 and/or evidence of in-kind services match may result in the loss of future participation for competitive

1 funding opportunities

2 F. PARTICIPATING AGENCIES that have included a dollar match as identified in
3 Attachment A shall provide payment for the dollar match to the AUTHORITY within thirty (30)
4 calendar days of receipt of an invoice.

5 G. PARTICIPATING AGENCIES that have included an in-kind services match as identified
6 in Attachment A shall provide documentation of conformance as part of the semi-annual review
7 process.

8 H. To waive all fees associated with any local agency permits that may be required of the
9 OCTA Consultant, sub – consultants, and/or service or equipment providers in the performance of this
10 project.

11 I. PARTICIPATING AGENCIES shall provide updates to the AUTHORITY on the
12 PROJECT as part of semi-annual review process until completion of the three (3) year PROJECT grant
13 period. Documents to be provided include, but are not limited to, payroll records, contracts, and
14 purchase orders.

15 J. PARTICIPATING AGENCIES shall, if specified in the APPLICATION, continue Ongoing
16 Monitoring and Maintenance after the three (3) year grant period is complete and continue until the end
17 of the PROJECT per additional Maintenance of Effort in the APPLICATION.

18 **ARTICLE 6. DELEGATED AUTHORITY**

19 The actions required to be taken by PARTICIPATING AGENCIES in the implementation of this
20 Agreement are delegated to their respective City Manager, or designee, and the actions required to be
21 taken by AUTHORITY in the implementation of this Agreement are delegated to AUTHORITY's Chief
22 Executive Officer or designee.

23 **ARTICLE 7. AUDIT AND INSPECTION**

24 PARTICIPATING AGENCIES shall maintain a complete set of records in accordance with
25 generally accepted accounting principles. Upon reasonable notice, PARTICIPATING AGENCIES shall
26 permit the authorized representatives of the AUTHORITY to inspect and audit all work, materials,

1 payroll, books, accounts, and other data and records of PARTICIPATING AGENCIES for a period of
2 four (4) years after final payment, or until any on-going audit is completed. For purposes of audit, the
3 date of completion of this Agreement shall be the date of AUTHORITY's payment of OCTA Consultant's
4 final billing (so noted on the invoice) under this Agreement. AUTHORITY shall have the right to
5 reproduce any such books, records, and accounts. The above provision with respect to audits shall
6 extend to and/or be included in contracts with PARTICIPATING AGENCIES' contractor.

7 **ARTICLE 8. INDEMNIFICATION**

8 A. To the fullest extent permitted by law, PARTICIPATING AGENCIES shall defend (at
9 PARTICIPATING AGENCIES' sole cost and expense with legal counsel reasonably acceptable to
10 AUTHORITY), indemnify, protect, and hold harmless AUTHORITY, its officers, directors, employees,
11 and agents (collectively the "Indemnified Parties"), from and against any and all liabilities, actions, suits,
12 claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands,
13 orders, penalties, and expenses including legal costs and attorney fees (collectively "Claims"), including
14 but not limited to Claims arising from injuries to or death of persons (PARTICIPATING AGENCIES'
15 employees included), for damage to property, including property owned by AUTHORITY, or from any
16 violation of any federal, state, or local law or ordinance, alleged to be caused by the negligent acts,
17 omissions or willful misconduct of PARTICIPATING AGENCIES, its officers, directors, employees or
18 agents in connection with or arising out of the performance of this Agreement.

19 B. To the fullest extent permitted by law, AUTHORITY shall defend (at AUTHORITY's sole
20 cost and expense with legal counsel reasonably acceptable to PARTICIPATING AGENCIES),
21 indemnify, protect, and hold harmless PARTICIPATING AGENCIES, its officers, directors, employees,
22 and agents (collectively the "Indemnified Parties"), from and against any and all liabilities, actions, suits,
23 claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands,
24 orders, penalties, and expenses including legal costs and attorney fees (collectively "Claims"), including
25 but not limited to Claims arising from injuries to or death of persons (AUTHORITY's employees
26 included), for damage to property, including property owned by PARTICIPATING AGENCIES, or from

1 any violation of any federal, state, or local law or ordinance, alleged to be caused by the negligent acts,
2 omissions or willful misconduct of AUTHORITY, its officers, directors, employees or agents in
3 connection with or arising out of the performance of this Agreement.

4 C. The indemnification and defense obligations of this Agreement shall survive its
5 expiration or termination.

6 **ARTICLE 9. ADDITIONAL PROVISIONS**

7 A. Term of Agreement: This Agreement shall be effective on _____ 20____, and shall be
8 in full force and effect for forty-eight 48 months through _____ 20____.

9 B. Termination: In the event either Party defaults in the performance of their obligations
10 under this Agreement or breaches any of the provisions of this Agreement, the non-defaulting Party
11 shall have the option to terminate this Agreement upon thirty (30) days' prior written notice to the other
12 Party.

13 C. Termination for Convenience: Either Party may terminate this Agreement for its
14 convenience by providing thirty (30) days' prior written notice of its intent to terminate for convenience to
15 the other Party.

16 D. AUTHORITY and PARTICIPATING AGENCIES shall comply with all applicable federal,
17 state, and local laws, statues, ordinances and regulations of any governmental authority having
18 jurisdiction over the PROJECT.

19 E. Legal Authority: AUTHORITY and PARTICIPATING AGENCIES hereto consent that
20 they are authorized to execute this Agreement on behalf of said Parties and that, by so executing this
21 Agreement, the Parties hereto are formally bound to the provisions of this Agreement.

22 F. Severability: If any term, provision, covenant or condition of this Agreement is held to be
23 invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the
24 remainder of this Agreement shall not be affected thereby, and each term, provision, covenant or
25 condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

26 G. Counterparts of Agreement: This Agreement may be executed and delivered in any

1 number of counterparts, each of which, when executed and delivered shall be deemed an original and
2 all of which together shall constitute the same agreement. Facsimile signatures will be permitted.

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

10 I. Assignment: Neither this Agreement, nor any of the Parties' rights, obligations, duties, or
11 authority hereunder may be assigned in whole or in part by either Party without the prior written consent
12 of the other Party in its sole and absolute discretion. Any such attempt of assignment
13 shall be deemed void and of no force and effect. Consent to one
14 assignment shall not be deemed consent to any subsequent assignment, nor the waiver of any
15 right to consent to such subsequent assignment.

16 J. Governing Law: The laws of the State of California and applicable local and federal laws,
17 regulations and guidelines shall govern this Agreement.

18 K. Litigation fees: Should litigation arise out of this Agreement for the performance thereof,
19 the court shall award costs and expenses, including attorney's fees, to the prevailing party.

20 L. Notices: Any notices, requests, or demands made between the Parties pursuant to this
21 Agreement are to be directed as follows:

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- 23 /
- 24 /
- 25 /
- 26 /

**COOPERATIVE AGREEMENT NO. C-4-1882
BRISTOL STREET – TSSP**

To COSTA MESA:	To AUTHORITY:
City of Costa Mesa	Orange County Transportation Authority
77 Fair Drive P.O. Box 1200 Costa Mesa, CA 92	550 South Main Street P. O. Box 14184 Orange, CA 92863-1584
Attention: Raja Sethuraman Transportation Services Manager (714) 754-5032 Email: raja.sethuraman@costamesaca.gov	Attention: Venita Anderson Senior Contract Administrator Tel: (714) 560-5427 E-mail: vanderson@octa.net

To NEWPORT BEACH:	To SANTA ANA:
City of Newport Beach	City of Santa Ana
100 Civic Center Drive P.O. Box 1768 Newport Beach, CA 92658-8915	Public Works Agency 20 Civic Center Plaza, M-43 Santa Ana, CA 92701
Attention: Brad Sommers Senior Civil Engineer (949) 644-3326 Email: bsommers@newportbeachca.gov	Attention: Vinh Nguyen Senior Civil Engineer (714) 647-5612 Email: nvnguyen@santa-ana.org

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This Agreement shall be made effective upon execution by all Parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement No. C-4-1882 to be executed on the date first written above.

CITY OF COSTA MESA

ORANGE COUNTY TRANSPORTATION AUTHORITY

By: _____
Stephen M. Mensinger
Mayor

By: _____
Darrell Johnson
Chief Executive Officer

ATTEST:

APPROVED AS TO FORM:

By: _____
Brenda Green
City Clerk

By: _____
Kennard R. Smart, Jr.
General Counsel

APPROVED AS TO FORM:

APPROVAL RECOMMENDED:

By: _____
Tom Duarte
City Attorney

By: _____
Kia Mortazavi
Executive Director, Planning

Dated : _____

Dated : _____

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1 This Agreement shall be made effective upon execution by all Parties.

2 **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement No. C-4-1882 to be
3 executed on the date first written above.

4 **CITY OF NEWPORT BEACH**

5
6 By: _____
7 Rush N. Hill, II
8 Mayor

8 **ATTEST:**

9 By: _____
10 Leilani I. Brown
11 City Clerk

11 **APPROVED AS TO FORM:**

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13 By: _____
14 Aaron C. Harp
15 City Attorney

16 Dated : _____
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1 This Agreement shall be made effective upon execution by all Parties.

2 **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement No. C-4-1882 to be
3 executed on the date first written above.

4 **CITY OF SANTA ANA**

5 By: _____
6 Miguel Pulido
7 Mayor

8 **ATTEST:**

9 By: _____
10 Maria D. Huizar
11 City Clerk

12 **APPROVED AS TO FORM:**

13 By: _____
14 Sonia Carvalho
15 City Attorney

16 Dated : _____
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DETAILED LOCAL MATCH COMMITMENT

SECTION 1: AGENCY TOTAL MATCH SUMMARY

AGENCY	CASH	IN-KIND	TOTAL MATCH
City of Costa Mesa	\$125,396.00	\$19,984.00	\$145,380.00
City of Newport Beach	\$56,963.00	\$13,977.00	\$70,940
City of Santa Ana	\$223,450.00	\$31,385.00	\$254,835.00
TOTAL	\$405,809.00	\$65,346.00	\$471,155.00

SECTION 2: MATCH BREAKDOWN (CASH VS IN-KIND SERVICES)

A. Cash Match

Agency	Funding Source	Amount of Cash Contribution
City of Costa Mesa		\$125,396.00
City of Newport Beach		\$56,963.00
City of Santa Ana		\$223,450.00
TOTAL		\$405,809.00

B. In-Kind Services

i. Specific Improvements (List items and Cost):

Agency	Improvement	Date of Construction	Expenditure
N/A			\$
			\$
TOTAL			

**COOPERATIVE AGREEMENT NO. C-4-1882
BRISTOL STREET – TSSP
ATTACHMENT A**

ii. Staffing Commitment:

Agency	Staff Position	Type of Service to Project	No. of Hours	Fully Burdened Hourly Rate	Total*
City of Costa Mesa	Transportation Services Manager	Oversight	16	\$200.00	\$3,200.00
City of Costa Mesa	Associate Engineer	Project Manager	40	\$150.00	\$6,000.00
City of Costa Mesa	Assistant Engineer	Signal Timing	40	\$140.00	\$5,600.00
City of Costa Mesa	Engineering Tech	Technical Field Support	43.2	\$120.00	\$5,184.00
Total for City of Costa Mesa:					\$19,984.00
Agency	Staff Position	Type of Service to Project	No. of Hours	Fully Burdened Hourly Rate	Total*
City of Newport Beach	Senior Civil Engineer	Oversight	15	\$170.00	\$2,550.00
City of Newport Beach	Associate Civil Engineer	Project Manager	48	\$130.00	\$6,240.00
City of Newport Beach	Junior Engineer	Signal Timing, Implementation, Monitoring	19.9	\$130.00	\$2,587.00
City of Newport Beach	Senior Inspector	Construction Inspection	20	\$130.00	\$2,600.00
Total for City of Newport Beach:					\$13,977.00
Agency	Staff Position	Type of Service to Project	No. of Hours	Fully Burdened Hourly Rate	Total*
City of Santa Ana	Sr. Civil Engineer	Project Admin / Review	16	\$233.00	\$3,728.00
City of Santa Ana	Assistant Engineer II	Project Design / Implement / Construction Engineer	40	\$213.00	\$8,520.00
City of Santa Ana	Assistant Traffic Operation Engineer	Project Design / Implement / Construction Engineer	40	\$213.00	\$8,520.00
City of Santa Ana	Construction Inspector	Construction Engineer	48	\$187.00	\$8,976.00
City of Santa Ana	Engineering Interns	Project Design / Implement / Construction Engineer	40.03	\$41.00	\$1,641.00
Total for City of Santa Ana:					\$31,385.00
TOTAL IN-KIND MATCH*:					\$65,346.00

**Total amount is the required participation by the identified agency. The number of hours and hourly rate will be based on each agency's actual fully burdened billing rates, which must collectively equal the same value of the assigned "Total" dollars. Each agency will be responsible for keeping detailed records of hours worked and description of work. An accounting record of personnel, hours at fully burdened rate is expected to be included with the final submittal. Records will be subject to auditing.*