

COOPERATIVE AGREEMENT DESIGNATING THE  
CITY OF SANTA ANA AS THE LEAD AGENCY FOR  
THE CITY OF COSTA MESA FOR THE ORANGE COUNTY  
TRANSPORTATION AUTHORITY'S GO LOCAL PROGRAM

This Cooperative Agreement ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2006, by and between the CITY OF COSTA MESA, a municipal corporation ("COSTA MESA"), and the CITY OF SANTA ANA, a charter city and municipal corporation ("SANTA ANA").

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 Santa Ana 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 Agreement 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 SANTA ANA have each completed the Go Local Step 1 Project Concept Forms which were each considered acceptable to OCTA. The parties now desire to enter into a cooperative agreement to designate SANTA ANA as the "Lead Agency" for COSTA MESA for the "Metrolink Extensions in the Cities of Costa Mesa and Santa Ana" project concept, pursuant to the terms and conditions of the Cooperative Agreement which each of the parties has signed with OCTA.

NOW, THEREFORE, the parties agree as follows:

1. Shared Responsibilities:

A. COSTA MESA shall partner with SANTA ANA authorizing SANTA ANA to be its Lead Agency for "Metrolink Extensions in the Cities of Costa Mesa and Santa Ana" project concept.

B. COSTA MESA is authorizing OCTA to allocate its funding (\$100,000) to SANTA ANA in order for SANTA ANA to act on its behalf as the Lead Agency.

C. To the extent possible, COSTA MESA shall participate in reviewing the proposal scope, consultant selection, team meetings and reviewing reports. However, failure to do so on a timely basis shall not delay the project's scheduled completion.

2. Lead Agency Responsibilities:

A. SANTA ANA shall manage the Joint Study for the Cities of SANTA ANA and COSTA MESA. SANTA ANA shall act as the “Lead Agency” for the Go Local Step 1 work for both SANTA ANA 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. SANTA ANA shall enter into an agreement with a qualified consultant to assist in the Go Local Step 1 work. SANTA ANA shall review the consultant’s invoices and pay them accordingly after ensuring that the work has been adequately performed by the consultant.

C. SANTA ANA 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.

D. SANTA ANA shall comply with all of the terms and conditions of the Cooperative Agreement with OCTA including the Project Reporting and Audit Requirements contained therein.

3. Dispute Resolution:

SANTA ANA 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 SANTA ANA 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 SANTA ANA City Council, respectively.

CITY OF SANTA ANA, a  
municipal corporation of the  
State of California

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

By: \_\_\_\_\_  
David N. Ream  
City Manager

By: \_\_\_\_\_  
Allan Roeder  
City Manager

ATTEST:

ATTEST:

\_\_\_\_\_  
Patricia E. Healy  
Clerk of the Council

\_\_\_\_\_  
Julie Folcik  
Clerk of the Council

APPROVED AS TO FORM:

APPROVED AS TO FORM:

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

\_\_\_\_\_  
Kimberly Hall Barlow  
City Attorney

RECOMMENDED FOR APPROVAL:

RECOMMENDED FOR APPROVAL:

\_\_\_\_\_  
James G. Ross  
Executive Director  
Public Works Agency

\_\_\_\_\_  
William Morris  
Public Services Director