



State-Local Partnership Program Formula Grant

Call for Projects

Orange County Transportation Authority Application Guidelines and Procedures

PURPOSE AND AUTHORITY

The State-Local Partnership Program Formula Grant Call for Projects is funded using State Proposition 1B State-Local Partnership Program (SLPP) funds, authorized by California voters through the Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006. The Orange County Transportation Authority (OCTA) is responsible for selecting regionally significant projects for Orange County and working with California Department of Transportation (Caltrans) and the California Transportation Commission (CTC) in administering selected projects. Only construction phase is eligible. Funding may be provided transportation projects with a minimum 15 year useful life, which may include rehabilitation, capital construction, and construction management. Projects must be ready to list by December 31, 2012.

ELIGIBLE APPLICANTS

Eligible applicants include the 35 local government agencies in Orange County. Two or more local agencies may collaborate on a project. Local agencies must be eligible to receive state funding and provide authorizing resolutions and cooperative agreements from their controlling bodies.

IMPLEMENTATION TIMELINE

OCTA is seeking nominations for projects which can start construction no later than October 31, 2013. Nominations must be received by OCTA no later than 4:00 p.m. May 14, 2012.

Additional project implementation milestones are listed in this document under "Provisions of Use" and "Timely Use of Funds."

STATE-LOCAL PARTNERSHIP PROGRAM FORMULA GRANT

Priority will be given to Measure M2 (M2) Fair Share SLPP Grant Matching Program (Appendix 1) that were submitted through the Comprehensive Transportation Funding Program (CTFP) 2011-2012 Call for Projects and are eligible but were not selected for funding. Remaining SLPP funding will be distributed to eligible Orange County agencies through a formula distribution (Appendix 2) for fiscal year 2012-2013 contingent on submittal of eligible projects. Agencies should first nominate projects that were submitted for the CTFP 2011-2012 Call for Projects and then

nominate new projects in priority order to meet their share of SLPP funding. Agencies must also provide a prioritized back up listing of projects beyond their estimated formula share of SLPP. Projects need to be clearly identified as (1) M2 Fair Share SLPP Grant Matching Program projects, (2) SLPP Formula Priority Projects, and (3) Back-Up Projects.

SLPP cannot fund more than 50 percent of construction costs and must be matched with local agency's M2 Fair Share. Projects that do not meet the allocation submittal deadline risk losing SLPP funding.

SLPP funds are subject to California Transportation Commission 2011-2013 State-Local Partnership Program Guidelines and Caltrans Local Assistance Procedures Manual.

MEASURE M2 FAIR SHARE MATCH REQUIREMENT

A minimum one-to-one construction match is required. The match must be agency's M2 Fair Share and programmed in the construction phase.

Reimbursements. The SLPP Formula Grant program uses Proposition 1B SLPP program funds that are reimbursable through Caltrans. Local agencies are expected to finance the project as it proceeds. Eligible expenditures — up to the ceiling of the programmed funding — will be reimbursed in arrears with an invoice and based on the match rate proposed in the original nomination.

Scope Reductions and Cost Savings. If the local agency reduces the scope of an approved project or the project phase experiences cost savings, a reduction in SLPP Grant program funds must be applied proportionally to maintain the one-to-one match requirement.

COMPLIANCE MONITORING UNIT REQUIREMENT

In accordance to Chapter 378, Statutes of 2011 (AB 436), all contracts awarded after January 1, 2012 and funded with state bonds, must comply with the Department of Industrial Relation's (DIR) guidelines for public works projects.

- A compliance monitoring unit, appointed by the DIR, will be enforced to monitor the prevailing wage requirements of public works projects.
- Projects must adhere to the prevailing wage requirements and provide notice of such requirements in every bid document and public work contract.
- All contractors and subcontractors working on the project must keep certified payroll records in accordance with Labor Code section 1776 and to provide those records on request.
- Upon receipt of the contract, projects must provide notice to the DIR by filling out the PWC-100 form found here: <https://www.dir.ca.gov/pwc100>.
- With construction funds, the compliance monitoring officer is entitled to a reimbursement limited by statute to ¼ of 1% of the state bond funding for the bond-funded project.

STATE-LOCAL PARTNERSHIP PROGRAM FORMULA GRANT PROGRAM ELIGIBLE PROJECTS

Only construction phase is eligible. In accordance to Chapter 756, Section 8879.70. (a), Statutes of 2008 (AB 268), eligible projects are listed below:

- Improvements to the state highway system, including, but not limited to, all of the following:
 - Major rehabilitation of an existing segment that extends the useful life of the segment by at least 15 years.
 - New construction to increase capacity of a highway segment that improves mobility or reduces congestion on that segment.
 - Safety or operational improvements on a highway segment that are intended to reduce accidents and fatalities or improve traffic flow on that segment.
- Improvements to transit facilities, including guideways, that expand transit services, increase transit ridership, improve transit safety, enhance access or convenience of the traveling public, or otherwise provide or facilitate a viable alternative to driving.
- The acquisition, retrofit, or rehabilitation of rolling stock, buses, or other transit equipment, including, but not limited to, maintenance facilities, transit stations, transit guideways, passenger shelters, and fare collection equipment with a useful life of at least 10 years. The acquisition of vans, buses, and other equipment necessary for the provision of transit services for seniors and people with disabilities by transit and other local agencies is an eligible project under this paragraph.
- Improvements to the local road system, including, but not limited to, both of the following:
 - Major roadway rehabilitation, resurfacing, or reconstruction that extends its useful life by at least 15 years.
 - New construction and facilities to increase capacity, improve mobility, or enhance safety.
- Improvements to bicycle or pedestrian safety or mobility with a useful life of at least 15 years.

If project eligibility is not clear, the local agency should refer to the California Transportation Commission 2011-2013 State-Local Partnership Program Guidelines, Orange County Measure M2 Ordinance Number 3, and provide reasoning. A determination will be made by OCTA and/or Caltrans. Projects are subject to the schedule defined under “Implementation Timeline.”

MINIMUM INFORMATION FOR NOMINATION

The following information is required by OCTA to select and nominate projects. Applications submitted with incomplete information or lacking the required number of copies will not be selected.

- A. Cover Letter, which lists nominated projects by priority (Appendix 3)
- B. Table of Contents (page-numbered)
- C. For each project, provide an **unbound, single sided original, two copies** (total of three), and an electronic copy provided via a compact disk of the application form. Use separate sheets of paper if necessary. Supporting documentation must be included where requested. Each project should include the following:

Part 1: Project Programming Request Form. Forms can be found here:

<http://www.dot.ca.gov/hq/transprog/ocip/2012stip.htm>

Part 2: Project nomination form

Part 3: Signature Authorization from Public Works Director or similar authorized agency staff confirming Council or Board approval of M2 Fair Share funding availability

Part 4: City or County resolution committing M2 Fair Share funds, authorizing budget amendments, and any required changes to the agency's Capital Improvement Program

Part 5: Map of project area

- D. Cooperative Agreement concurrence form

Note: Proposal for each project may not be more than 10 pages. All pages must be numbered and printed on 8 1/2 x 11 sheets of white paper. Maps and drawings can be included on 11 x 17 inch sheets, folded into the proposal. **The original proposal should be left unbound for reproduction purposes.**

ELIGIBLE EXPENDITURES

See "State-Local Partnership Program Eligible Projects" section for eligible expenditures. **Maintenance and operations is not an eligible expenditure**, nor are capital and rehabilitation projects with a life of less than 15 years, or one-time temporary improvement per Government Code Section 16727.

SLPP Formula Grant program funds are not to be used for planning, environmental, design, or right-of-way.

SLPP Formula Grant program project activities utilize public funds. These funds are to be used for facilities that are in public ownership for public use. Improvements to private property and

commercial facilities are not eligible, even though they may include properties for public use or owned by a public not-for-profit corporation.

SLPP will only fund 50 percent of construction phase activities. Construction contracts awarded prior to CTC allocation are not eligible expenditures.

PROVISIONS OF USE

SLPP

The SLPP Formula Grant program and this Call for Projects is subject to bond sales, CTC allocation, and availability of SLPP funds. All projects and use of SLPP and M2 Fair Share funds are subject to California Transportation Commission 2011-2013 State-Local Partnership Program Guidelines and Orange County Measure M2 Ordinance Number 3.

- Project must be programmed in the Federal Transportation Improvement Program. City or County should consult with OCTA staff regarding modifications and amendments.
- Approved environmental documentation must be submitted to CTC for approval and consideration of funding by December 31, 2012.
- Project must be ready to list for construction no later than December 31, 2012.
- Allocation request must be submitted to OCTA for review no later than December 31, 2012, and to Caltrans no later than March 1, 2013.
- Once allocation is approved, the local agency has 6 months to award a contract no later than September 30, 2013.
- Invoices for projects are submitted to and paid by Caltrans.
- If no expenditures are made in a six month period, project may risk loss of funds.
- Administering agency must submit semi-annual progress reports to OCTA by the 30th day of January and July. Progress reports for the will update information for the prior six months through December and June respectively. An example of the required report is provided in the Appendix 3.
- Administering agency must submit quarterly progress reports to Caltrans.
- Execution of the Cooperative Agreement between OCTA and the local agency.

TIMELY USE OF FUNDS

SLPP Formula Grant program projects funded through CTC and Caltrans must be allocated prior to June 30, 2013, no extensions will be granted. If OCTA has not received the allocation request by December 31, 2012, the funding for the project will be cancelled. Projects must be complete within 36 months of contract award.

Contracts should be awarded within six months of allocation. If contract award extension is required, the local agency must notify OCTA and Caltrans three months prior to the contract award deadline to request an extension. Extension requests will be conducted in the same manner as the State Transportation Improvement Program.

For additional timely use of funds provisions, please refer to the California Transportation Commission 2011-2013 State-Local Partnership Program Guidelines.

ADDITIONAL INFORMATION

Completed applications (due May 14, 2012 by 4:00 p.m.) and questions regarding these procedures and criteria should be directed to Louis Zhao of OCTA staff at:

Mail:

Louis Zhao
Associate Transportation Funding Analyst
Orange County Transportation Authority
550 S. Main Street
Orange, CA 92863-1584

Tel: (714) 560-5494

Fax: (714) 560-5794

Drop Off:

Orange County Transportation Authority
600 S. Main Street
Orange, CA 92863-1584

PART 1: PROJECT PROGRAMMING REQUEST

For Project Programming Request (PPR), please see the link below:

<http://www.dot.ca.gov/hq/transprog/ocip/2012stip.htm>

PART 2: NOMINATION FORM

Project Title	
Agency	

PROJECT INFORMATION

--

CURRENT PROJECT STATUS

--

SUPPORT OF SCAG REGIONAL TRANSPORTATION GOALS

--

Attachments:

Project Map

State Transportation Improvement Program Project Programming Request (PPR)

Council and Board Certification and Signatures

PART 3: SIGNATURE CERTIFICATION

Agency Information and Certification

APPLICANT AGENCY: Orange County Transportation Authority

APPLICANT Address: 550 South Main Street

Orange, CA. 92863

APPLICANT Contact Person: Adriann Cardoso

Phone #: (714) 560-5915

Email: acardoso@octa.net

RECIPIENT/IMPLEMENTING AGENCY: _____

IMPLEMENTING AGENCY Address: _____

IMPLEMENTING AGENCY Contact

Person: _____

Phone #: _____

Email: _____

To the best of my knowledge and belief, the data and information in this request are true and correct and I am authorized by my council, board, authority, commission, or ruling body to file the request on behalf of the applicant, recipient, and/or implementing agency.

APPLICANT AND RECIPIENT

Name and Title: Kia Mortazavi, Executive Director, Planning, OCTA

Signature (in blue ink): _____

Date: _____

RECIPIENT AND IMPLEMENTING AGENCY

Name and Title: _____

Signature (in blue ink): _____

Date: _____

PART 4: RESOLUTION

***SAMPLE AGENCY RESOLUTION REQUESTING FUNDS FOR APPROVED PROJECT
RESOLUTION MUST BE RECEIVED BY OCTA NO LATER THAN JUNE 30, 2012.***

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL/BOARD OF THE CITY/COUNTY OF _____
AUTHORIZING APPLICATION FOR FUNDS FOR THE STATE-LOCAL PARTNERSHIP PROGRAM
FORMULA GRANT UNDER THE PROPOSITION 1B HIGHWAY SAFETY, TRAFFIC REDUCTION, AIR
QUALITY, AND PORT SECURITY BOND ACT OF 2006 FOR (NAME OF PROPOSAL) PROJECT.

WHEREAS, the California voters approved Proposition 1B Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006, which makes State-Local Partnership Program (SLPP) funds available to the Orange County Transportation Authority (OCTA); and

WHEREAS, OCTA has established the procedures and criteria for nominating proposals; and

WHEREAS, (ADMINISTERING AGENCY) possesses authority to nominate projects funded using Measure M2 Fair Share and State-Local Partnership Program funding and to finance, acquire, and construct the proposed project; and

WHEREAS, by formal action the (GOVERNING BODY) authorizes the nomination of (NAME OF PROPOSAL), including all understanding and assurances contained therein, and authorizes the person identified as the official representative of the (ADMINISTERING AGENCY) to act in connection with the nomination and to provide such additional information as may be required; and

WHEREAS, the (ADMINISTERING AGENCY) will maintain and operate the property acquired, developed, rehabilitated, or restored for the life of the resultant facility(ies) or activity; and

WHEREAS, with the approval of the California Department of Transportation (Caltrans), California Transportation Commission (CTC), and OCTA, the (ADMINISTERING AGENCY) or its successors in interest in the property may transfer the responsibility to maintain and operate the property; and

WHEREAS, the (ADMINISTERING AGENCY) will give Caltrans, CTC, and OCTA's representatives access to and the right to examine all records, books, papers or documents related to the project; and

WHEREAS, the (ADMINISTERING AGENCY) will cause work on the project to be commenced within six months following notification from the State that funds have been allocated by the CTC and that the project will be carried to completion with reasonable diligence; and

WHEREAS, the (ADMINISTERING AGENCY) commits (MATCH DOLLAR VALUE) of (ADMINISTERING AGENCY)'s Measure M2 Fair Share to provide (PERCENT LOCAL AGENCY MATCH) of total project cost as match to the requested (REQUESTED SLPP DOLLAR VALUE) in OCTA Formula SLPP funds for a total project cost estimated to be (TOTAL PROJECT COST).

WHEREAS, the (ADMINISTERING AGENCY)'s (GOVERNING BODY) authorizes amendment to (ADMINISTERING AGENCY)'s budget to facilitate the delivery of the project.

WHEREAS, the (ADMINISTERING AGENCY) will comply where applicable with provisions of the California Environmental Quality Act, the National Environmental Policy Act, the American with Disabilities Act, and any other federal, state, and/or local laws, rules and/or regulations;

WHEREAS, the (ADMINISTERING AGENCY)'s (GOVERNING BODY) authorize the execution of any necessary cooperative agreements between the (ADMINISTERING AGENCY) and OCTA to facilitate the delivery of the project.

WHEREAS, the (ADMINISTERING AGENCY)'s (GOVERNING BODY) authorize the revision of the (ADMINISTERING AGENCY) Capital Improvement Program to facilitate the delivery of the project.

WHEREAS, the (ADMINISTERING AGENCY)'s (GOVERNING BODY) delegate signature authority to (PUBLIC WORKS DIRECTOR) to facilitate the delivery of the project.

PART 4: RESOLUTION CONTINUED

NOW, THEREFORE, BE IT RESOLVED that the City/County of _____, hereby authorizes (NAME OF AGENCY REPRESENTATIVE) as the official representative of the (ADMINISTERING AGENCY) to apply for the State-Local Partnership Program funding under the Proposition 1B Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006 for (NAME OF PROPOSAL).

BE IT FURTHER RESOLVED, that the City/County of _____, agrees to fund its share of the project costs and any additional costs over the identified programmed amount.

Signed _____ Date _____
Mayor

Printed (Name and Title) _____

Signed _____ Date _____
Clerk Recorder

Printed (Name and Title) _____

**APPENDIX 1: MEASURE M2 FAIR SHARE GRANT MATCHING
PROGRAM ELIGIBLE PROJECTS**

Local Agency	Phase	Project Description	FY	Maximum Construction Request
Orange	ENG/ROW/CON	Tustin Street / Lincoln Avenue Intersection widening	12/13	\$ 420,000
Fullerton	ENG/CON	Harbor Boulevard Widening (Berkeley Avenue to Brea Boulevard)	14/15	\$ 1,957,550
Buena Park	ROW/CON	State Route 91/Beach Boulevard Westbound Exit Ramp Widening	13/14	\$ 1,014,825
Mission Viejo	ENG/CON	Dual Left Turn for Northbound Los Alisos Boulevard at Santa Margarita Parkway	14/15	\$ 155,832
Orange	ROW/CON	Katella Avenue / Wanda Street Intersection widening	12/13	\$ 443,100
Orange	ENG/ROW/CON	Katella Avenue / Tustin Avenue Intersection Widening	12/13	\$ 420,000
Placentia	CON	Rose Drive/Yorba Linda Boulevard Intersection Project	12/13	\$ 295,200
			Total	\$ 4,706,507

APPENDIX 2: ORANGE COUNTY SLPP FORMULA DISTRIBUTION

Agency	Minimum - Based on \$20 million * minimum per agency is \$314,530	Maximum - Based on \$21 million *minimum per agency is \$318,000
Aliso Viejo	\$ 314,530	\$ 318,000
Anaheim	\$ 1,995,014	\$ 2,025,253
Brea	\$ 356,367	\$ 361,769
Buena Park	\$ 561,521	\$ 570,032
Costa Mesa	\$ 907,334	\$ 921,087
Cypress	\$ 342,551	\$ 347,743
Dana Point	\$ 314,530	\$ 318,000
Fountain Valley	\$ 389,507	\$ 395,411
Fullerton	\$ 741,473	\$ 752,711
Garden Grove	\$ 829,098	\$ 841,665
Huntington Beach	\$ 1,115,857	\$ 1,132,770
Irvine	\$ 1,549,273	\$ 1,572,756
Laguna Beach	\$ 314,530	\$ 318,000
Laguna Hills	\$ 314,530	\$ 318,000
Laguna Niguel	\$ 406,563	\$ 412,725
Laguna Woods	\$ 314,530	\$ 318,000
La Habra	\$ 314,530	\$ 318,000
Lake Forest	\$ 471,385	\$ 478,530
La Palma	\$ 314,530	\$ 318,000
Los Alamitos	\$ 314,530	\$ 318,000
Mission Viejo	\$ 565,262	\$ 573,830
Newport Beach	\$ 681,888	\$ 692,224
Orange	\$ 1,019,591	\$ 1,035,045
Placentia	\$ 314,530	\$ 318,000
Rancho Santa Margarita	\$ 314,530	\$ 318,000
San Clemente	\$ 314,530	\$ 318,000
San Juan Capistrano	\$ 314,530	\$ 318,000
Santa Ana	\$ 1,599,595	\$ 1,623,840
Seal Beach	\$ 314,530	\$ 318,000
Stanton	\$ 314,530	\$ 318,000
Tustin	\$ 511,656	\$ 519,411
Villa Park	\$ 314,530	\$ 318,000
Westminster	\$ 511,587	\$ 519,341
Yorba Linda	\$ 330,434	\$ 335,442
County Unincorporated	\$ 1,155,895	\$ 1,173,415

APPENDIX 3: SAMPLE COVER LETTER

[Date]

Mr. Kia Mortazavi
Executive Director, Planning
Orange County Transportation Authority
550 S. Main Street
Orange, CA 92863

Subject: State-Local Partnership Program Formula Grant Call for Projects

Dear Mr. Mortazavi:

The [Agency] is pleased to nominate the following projects for consideration for funding through the State-Local Partnership Program (SLPP) Formula Grant Call for Projects. In total [Agency] is requesting \$[Total Dollar Value Request]. The Measure M2 Fair Share SLPP Grant Matching Program (M2 Fair Share Grant Program) eligible projects not funded through the Comprehensive Transportation Funding Program (CTFP), SLPP Formula Priority Projects not exceeding the [Agency]'s formula share, and back up project listing are provided.

M2 Fair Share SLPP Grant Matching Program Projects Not Funded Through the CTFP

- [Eligible M2 Fair Share Grant Program 1 Project]
- [Eligible M2 Fair Share Grant Program 2 Project]
- [Eligible M2 Fair Share Grant Program 3 Project]

[Eligible M2 Fair Share Grant Program 1 Project – 1 Paragraph Description]

[Eligible M2 Fair Share Grant Program 2 Project – 1 Paragraph Description]

[Eligible M2 Fair Share Grant Program 3 Project – 1 Paragraph Description]

SLPP Formula Priority Projects

- [Priority 1 Project]
- [Priority 2 Project]
- [Priority 3 Project]

[Priority 1 Project – 1 Paragraph Description]

[Priority 2 Project – 1 Paragraph Description]

[Priority 3 Project – 1 Paragraph Description]

Back-Up Projects

- [Back-up 1 Project]
- [Back-up 2 Project]
- [Back-up 3 Project]

[Back-up 1 Project – 1 Paragraph Description]

[Back-up 2 Project – 1 Paragraph Description]

[Back-up 3 Project – 1 Paragraph Description]

The [Agency] [Council or Board] approved the projects for nomination on [Date of Council or Board Approval] and certifies the nomination is true and correct.

If you have any questions on [Agency]'s submittal, please contact [Agency Contact], at [Phone Number].

Sincerely,

[Agency Contact or Public Works Director]

[Title]

Attachments

APPENDIX 4: QUARTERLY/SEMI ANNUAL REPORT FORM

Project Title: _____

Agency: _____ Date: _____

Schedule	Original Completion Date	Current Completion Date
Draft Environmental Document		
Final Environmental Document		
Begin Design Engineering		
Plans, Specifications, and Cost Estimates complete		
Start Right-of-Way Acquisition		
Right-of-Way Certification		
Submit Request for Authorization for Const (E-76)		
Ready to Advertise		
Award Construction		
Project Completion (open for use)		

Funding Table:

Preliminary Engineering (\$000's)

Fund Source	Fiscal Year	Planned Obligation	Current Estimates	Actual Expended	Remaining Allocation

Right-of-Way (\$000's)

Fund Source	Fiscal Year	Planned Obligation	Current Estimates	Actual Expended	Remaining Allocation

Construction (\$000's)

Fund Source	Fiscal Year	Planned Obligation	Revised Allocation	Actual Expended	Remaining Allocation

Major Activities:

Status:

Issues:

Name/Title:

Phone:

Email:

APPENDIX 5: COOPERATIVE AGREEMENT CONCURRENCE

Project Implementing Agency has reviewed the attached draft Proposition 1B State-Local Partnership Program Formula Grant Program Call for Projects cooperative agreement template and has determined that the cooperative agreement is:

- Sufficient and meets the expectations of the Project Implementing Agency. No further changes necessary.
- Sufficient, with the suggested modifications:

Please list and explain:

State-Local Partnership Program Formula Grant Program Call for Projects cooperative agreement will be finalized and executed between Project Implementing Agency and OCTA if the project is selected for funding.

I certify that the information contained in this State-Local Partnership Program Grant Program Call for Projects nomination, including required attachments, is accurate and that I have read and understood the important information and agree to the assurances on this form.

Signed _____

Date _____

(Administering Agency Representative)

Printed (Name and Title) _____

Administering Agency _____

APPENDIX 6: DRAFT COOPERATIVE AGREEMENT

DRAFT COOPERATIVE AGREEMENT C-X-XXXX

BETWEEN

ORANGE COUNTY TRANSPORTATION AUTHORITY

AND

XXXXX

FOR

PROPOSITION 1B STATE-LOCAL PARTNERSHIP PROGRAM FORMULA GRANT PROJECT

THIS AGREEMENT is effective this _____ day of _____ 2012, by and between the Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, California 92863, a public corporation of the State of California (AUTHORITY), the City of XXXXX, a municipal corporation duly organized and existing under the constitution and laws of the State of California (CITY).

RECITALS:

WHEREAS, AUTHORITY and CITY (PARTIES) desire to enter into a Cooperative Agreement to define the roles and responsibilities related to funding between PARTIES for the construction of XXXXX (PROJECT) as defined by the project description provided by CITY in its application for the State-Local Partnership Program Formula Grant Call for Projects, incorporated herein by reference; and

WHEREAS, the California Transportation Commission (CTC) programs and allocates the Proposition 1B Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006; (Proposition 1B) State-Local Partnership Program (SLPP) funds on behalf of the State of California;

WHEREAS, the California Department of Transportation (Caltrans) is responsible for administering SLPP funds on behalf of CTC; and

WHEREAS, AUTHORITY is responsible for requesting programming of SLPP formula funds to specific projects within Orange County; and

1 WHEREAS, SLPP funding for PROJECT is contingent upon funding being available through
2 both allocation by the CTC and availability of SLPP funds, and PROJECT maintaining its eligibility
3 for this funding, and

4 WHEREAS, on April 9, 2012, AUTHORITY's Board of Directors, approved programming of
5 XXXXX dollars (\$XXXXX) in SLPP funds for the construction phase of PROJECT, to be matched
6 with XXXXX dollars (\$XXXXX) of XXXXX Measure M2 Fair Share (M2 Fair Share) local match for
7 a total of XXXXX dollars (\$XXXXX) for the construction phase of PROJECT in accordance with
8 Exhibit A titled "SLPP Funding Plan", which is attached herein and incorporated by reference;

9 WHEREAS, PARTIES agree that the CITY will be the direct recipient of SLPP funding from
10 the State and will act as lead agency for environmental, engineering, right-of-way, construction and
11 construction management of PROJECT; and

12 WHEREAS, PARTIES agree CITY will adhere to M2 Comprehensive Transportation Funding
13 Programs Master Funding Agreement C-X-XXXX (XXXXX) executed between CITY and
14 AUTHORITY; and

15 WHEREAS, PARTIES agree that CITY's SLPP local match funding requirements for
16 PROJECT will be provided from CITY's M2 Local Fair Share apportionment and shall be used as a
17 dollar-for-dollar match for the SLPP funds approved for PROJECT; and

18 WHEREAS, AUTHORITY's Board of Directors approved this Cooperative Agreement on
19 XXXXX, 2012; and

20 WHEREAS, CITY's Council or Board approved this Cooperative Agreement on this
21 _____ day of _____ 2012; and

22 NOW, THEREFORE, it is mutually understood and agreed by PARTIES as follows:

23 **ARTICLE 1. COMPLETE AGREEMENT**

24 A. This Cooperative Agreement, including any attachments incorporated herein and
25 made applicable by reference, constitutes the complete and exclusive statement of the term(s) and
26 conditions(s) of this agreement between PARTIES and it supersedes all prior representations,

1 understandings, and communications. The invalidity in whole or in part of any term or condition of
2 this Cooperative Agreement shall not affect the validity of other term(s) or conditions(s) of this
3 Cooperative Agreement. The above referenced recitals are true and correct and are incorporated by
4 reference herein.

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

13 C. CITY's failure to insist on any instance(s) of AUTHORITY's performance of any
14 term(s) or condition(s) of this Cooperative Agreement shall not be construed as a waiver or
15 relinquishment of CITY's right to such performance or to future performance of such term(s) or
16 condition(s), and AUTHORITY's obligation in respect thereto shall continue in full force and effect.
17 Changes to any portion of this Cooperative Agreement shall not be binding upon CITY except when
18 specifically confirmed in writing by an authorized representative of CITY by way of a written
19 amendment to this Cooperative Agreement and issued in accordance with the provisions of this
20 Cooperative Agreement.

21 **ARTICLE 2. SCOPE OF AGREEMENT**

22 This Cooperative Agreement specifies the roles and responsibilities of PARTIES as they
23 pertain to the subjects and projects addressed herein. PARTIES agree that each will cooperate and
24 coordinate with the others in all activities covered by this Cooperative Agreement and any other
25 supplemental agreements that may be required to facilitate purposes thereof.

26 **ARTICLE 3. RESPONSIBILITIES OF AUTHORITY**

1 AUTHORITY agrees to the following responsibilities for PROJECT:

2 A. AUTHORITY shall formally request on behalf of CITY that the Southern California
3 Association of Governments (SCAG) amend the Federal Transportation Improvement Program
4 (FTIP) to program PROJECT in accordance with the funding plan outlined in Exhibit A, whereby
5 AUTHORITY's performance under this Cooperative Agreement is contingent upon SCAG, Caltrans,
6 and Federal Highways Administration (FHWA) approval.

7 B. AUTHORITY shall request that the CTC program XXXXX dollars (\$XXXXX) in SLPP
8 funds, and is not obligated to program or provide any amount beyond what has been identified in
9 this Article.

10 C. AUTHORITY shall provide assistance to CITY in securing and maintaining eligibility
11 for SLPP funds.

12 D. AUTHORITY shall review and approve CITY's request for allocation prior to submittal
13 to Caltrans District 12.

14 E. AUTHORITY shall cancel PROJECT if CITY has not submitted a complete and
15 accurate CTC allocation request to AUTHORITY by December 31, 2012. AUTHORITY shall cancel
16 PROJECT if CITY has not awarded a construction contract twelve months after the date of CTC
17 allocation.

18 F. AUTHORITY shall proportionally reduce SLPP and M2 Fair Share in equal amounts if
19 PROJECT has any estimated cost savings at allocation.

20 **ARTICLE 4. RESPONSIBILITIES OF CITY**

21 CITY agrees to the following responsibilities for PROJECT:

22 A. CITY is the direct recipient of SLPP funds and will act as the lead agency for the
23 environmental, engineering, right-of-way, construction, and construction management of PROJECT.

24 B. CITY agrees that AUTHORITY is responsible for programming only XXXXX dollars
25 (\$XXXXX) in SLPP funds, and is not obligated to program or provide any amount beyond what has
26 been identified in this Article.

1 C. CITY is responsible for preparing and submitting to AUTHORITY all CTC
2 documentation needed for allocation vote 90 calendar days prior to CTC meeting and no later than
3 December 31, 2012.

4 D. CITY is responsible for notifying AUTHORITY immediately of any expected delays or
5 changes to PROJECT that deviates from Exhibit A.

6 E. CITY is responsible for preparing and submitting all necessary CTC and Caltrans
7 documentation including the allocation request. All prior approvals, including but not limited to
8 Caltrans environmental approval by December 31, 2012 and right-of-way certification (if applicable)
9 by December 31, 2012, must be attained prior to submittal of the construction allocation request.
10 CITY may proceed with advertisement of PROJECT prior to CTC allocation approval, but may not
11 award any construction contract or start any construction work prior to CTC allocation or Letter of No
12 Prejudice (LONP) approval.

13 F. CITY is required to award a contract six months after the date of CTC allocation but
14 may request one six month extension for contract award. Extension request must be submitted 90
15 calendar days before contract award deadline.

16 G. CITY agrees to provide a dollar-for-dollar match to SLPP funding in CITY's local M2
17 Fair Share revenues for FY 2012-13 as the required local match. Based on the existing budget, this
18 amount is estimated to be XXXXX dollars (\$XXXXX). Actual funding amount will be determined at
19 CTC allocation.

20 H. CITY agrees that the overall construction and construction management budget for
21 this PROJECT is XXXXX dollars (\$XXXXX); contingent on availability of SLPP funding and CTC
22 allocation.

23 I. CITY agrees that cost savings in construction shall be distributed proportionally to
24 SLPP, and CITY's local M2 Fair Share revenues, based on the final construction cost at the time of
25 filing the notice of completion consistent with the funding proportions noted in Exhibit A. CITY
26 agrees

1 that any cost overruns shall be the responsibility of CITY and not the responsibility of AUTHORITY.

2 J. CITY is responsible for completing PROJECT in accordance with the funding plan
3 (EXHIBIT A), timely use of funds requirements, and for abiding by all SLPP programming guidelines,
4 State Transportation Improvement Program Guidelines, and any and all other requirements of the
5 State, CTC, and Caltrans related to SLPP funding. CITY is responsible for submitting quarterly
6 review reports for PROJECT to Caltrans. Reports must be copied to AUTHORITY.

7 **ARTICLE 5. DELEGATED AUTHORITY**

8 The actions required to be taken by CITY in the implementation of this Cooperative
9 Agreement such as approval of amendments and extensions are delegated to each Director of
10 Public Works, or designee, and the actions required to be taken by AUTHORITY in the
11 implementation of this Cooperative Agreement are delegated to AUTHORITY's Chief Executive
12 Officer, or designee.

13 **ARTICLE 6. AUDIT AND INSPECTION**

14 PARTIES shall maintain a complete set of records in accordance with generally accepted
15 accounting principles. Upon reasonable notice, CITY shall permit the authorized representatives of
16 AUTHORITY to inspect and audit all work, materials, payroll, books, accounts, and other data and
17 records of CITY for a period of four (4) years after final payment, or until any on-going audit is
18 completed. For purposes of audit, the date of completion of this Cooperative Agreement shall be the
19 date of Caltrans' payment of CITY's final billing (so noted on the invoice) under this Cooperative
20 Agreement. AUTHORITY shall have the right to reproduce any such books, records, and accounts.
21 The above provision with respect to audits shall extend to and/or be included in construction
22 contracts with CITY's contractor.

23 **ARTICLE 7. INDEMNIFICATION**

24 A. CITY shall each indemnify, defend and hold harmless AUTHORITY, its officers,
25 directors, employees and agents from and against any and all claims (including attorney's fees and
26 reasonable expenses for litigation or settlement) for any loss or damages, bodily injuries, including

1 death, worker's compensation subrogation claims, damage to or loss of use of property alleged to be
2 caused by the negligent acts, omissions or willful misconduct by either CITY, its officers, directors,
3 employees or agents in connection with or arising out of the performance of this Cooperative
4 Agreement.

5 B. AUTHORITY shall indemnify, defend and hold harmless both CITY, its officers,
6 directors, employees and agents from and against any and all claims (including attorney's fees and
7 reasonable expenses for litigation or settlement) for any loss or damages, bodily injuries, including
8 death, worker's compensation subrogation claims, damage to or loss of use of property alleged to be
9 caused by the negligent acts, omissions or willful misconduct by either AUTHORITY, its officers,
10 directors, employees or agents in connection with or arising out of the performance of this
11 Cooperative Agreement.

12 C. The indemnification and defense obligations of this Cooperative Agreement shall
13 survive its expiration or termination.

14 **ARTICLE 8. ADDITIONAL PROVISIONS**

15 PARTIES agree to the following mutual responsibilities:

16 A. Term of Agreement: This Cooperative Agreement shall continue in full force and effect
17 through PROJECT completion, final acceptance by AUTHORITY, Caltrans' payment of the CITY's final
18 billing, or 42 months from the date of CTC allocation, whichever is earlier. This Cooperative Agreement
19 may be extended at the mutual consent of all parties.

20 B. Termination: This agreement is null and void if PROJECT is not funded. AUTHORITY
21 shall cancel PROJECT for which CITY has not awarded a contract twelve months after the date of
22 CTC allocation, or has not advanced the PROJECT to ready to list stage as determined by the
23 Caltrans Local Assistance Procedures Manual by December 31, 2012. This Cooperative Agreement
24 may be terminated by either party after giving thirty (30) calendar days written notice. This
25 Cooperative Agreement shall not be terminated without mutual agreement of all parties.
26

1 C. This Cooperative Agreement may be amended in writing at any time by the mutual
2 consent of all parties. No amendment shall have any force or effect unless executed in writing by all
3 parties.

4 D. PARTIES shall comply with all applicable federal, state, and local laws, statutes,
5 ordinances and regulations of any governmental authority having jurisdiction over the PROJECT.

6 E. Legal Authority: PARTIES hereto consent that they are authorized to execute this
7 Cooperative Agreement on behalf of said parties and that, by so executing this agreement, the
8 parties hereto are formally bound to the provisions of this Cooperative Agreement.

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

14 G. Counterparts of Agreement: This Cooperative Agreement may be executed and
15 delivered in any number of counterparts, each of which, when executed and delivered shall be
16 deemed an original and all of which together shall constitute the same agreement. Facsimile
17 signatures will be permitted.

18 H. Force Majeure: Each of the PARTIES shall be excused from performing its obligations
19 under this Cooperative Agreement during the time and to the extent that it is prevented from performing
20 by an unforeseeable cause beyond its control, including but not limited to; any incidence of fire, flood;
21 acts of God; commandeering of material, products, plants or facilities by the federal, state or local
22 government; national fuel shortage; or a material act or omission by the other party; when satisfactory
23 evidence of such cause is presented to the other party, and provided further that such nonperformance
24 is unforeseeable, beyond the control and is not due to the fault or negligence of the Party not
25 performing.

26 I. Assignment: Neither this Cooperative Agreement, nor any of the PARTIES' rights,

1 obligations, duties, or authority hereunder may be assigned in whole or in part by any party without the
2 prior written consent of the other parties in their sole and absolute discretion. Any such attempt of
3 assignment shall be deemed void and of no force and effect. Consent to one assignment shall not be
4 deemed consent to any subsequent assignment, nor the waiver of any right to consent to such
5 subsequent assignment.

6 J. Obligations To Comply with Law: Nothing herein shall be deemed nor construed to
7 authorize or require any party to issue bonds, notes or other evidences of indebtedness under the
8 terms, in amounts, or for purposes other than as authorized by local, state or federal law.

9 K. Governing Law: The laws of the State of California and applicable local and federal
10 laws, regulations and guidelines shall govern this Cooperative Agreement.

11 L. Litigation fees: Should litigation arise out of this Cooperative Agreement for the
12 performance thereof, the court shall award costs and expenses, including attorney's fees, to the
13 prevailing party.

14 M. Notices: Any notices, requests, or demands made between the parties pursuant to this
15 Cooperative Agreement are to be directed as follows:

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1 To CITY:	To AUTHORITY:
2 XXXXX	Orange County Transportation Authority
3 XXXXX 4 XXXXX	550 South Main Street P. O. Box 14184 Orange, CA 92863-1584
6 Attention: XXXXX 7 XXXXX 8 Tel: XXX-XXX-XXXX 9 E-mail: <u>XXXXX</u>	Attention: Robert Webb, Senior Contracts Administrator Tel: 714-560-5743 E-mail: rwebb@octa.net Cc: Louis Zhao, Associate Transportation Funding Analyst

12 /

13 This Cooperative Agreement shall be effective upon execution by all parties.

14 IN WITNESS WHEREOF, the parties hereto have caused this Cooperative Agreement No.
15 C-X-XXXX to be executed on the date first above written.

16 CITY OF XXXXX

ORANGE COUNTY TRANSPORTATION AUTHORITY

17 By: _____
18 XXXXX
19 XXXXX

By: _____
Will Kempton
Chief Executive Officer

20 ATTEST:

APPROVED AS TO FORM:

21 By: _____
22 XXXXX
23 XXXXX

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

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APPROVED AS TO FORM:

By: _____
XXXXX
XXXXX

Dated: _____

APPROVAL RECOMMENDED:

By: _____
Kia Montazavi
Executive Director, Planning

Dated: _____

**PROPOSITION 1B STATE-LOCAL PARTNERSHIP PROGRAM FORMULA
GRANT CALL FOR PROJECTS PROGRAM**

PROJECT NAME

Project Schedule and Funding

Schedule	Completion Date
Final Environmental Document	
Begin Design Engineering	
Plans, Specifications, and Cost Estimates complete	
Start Right-of-Way Acquisition	
Right-of-Way Certification	
California Transportation Commission Allocation	
Award Construction Deadline	
Project Completion (open for use)	

Construction funding authorized through this agreement:

P1B SLPP: XXXXXXXX M2 Fair Share: XXXXXXXX

Preliminary Engineering (\$000's)

Fund Source	Fiscal Year	Original Planned Allocation	Proportion
TOTAL		\$	100%

Right-of-Way (\$000's)

Fund Source	Fiscal Year	Original Planned Allocation	Proportion
TOTAL		\$	100%

Construction (\$000's)

Fund Source	Fiscal Year	Original Planned Allocation	Proportion
P1B SLPP ¹			
M2 Fair Share ¹			
Other			
TOTAL		\$	100%

1. P1B SLPP and M2 Fair Share will remain equal. If needed, amounts will be reduced proportionally.