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**

<table>
<thead>
<tr>
<th>Project Title</th>
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<tbody>
<tr>
<td>Agency</td>
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</tbody>
</table>

**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 ____________________ ____________________

Mayor Date

Printed (Name and Title) __________________________________________________________

Signed ____________________ ____________________

Clerk Recorder Date

Printed (Name and Title) __________________________________________________________
## APPENDIX 1: MEASURE M2 FAIR SHARE GRANT MATCHING PROGRAM ELIGIBLE PROJECTS

<table>
<thead>
<tr>
<th>Local Agency</th>
<th>Phase</th>
<th>Project Description</th>
<th>FY</th>
<th>Maximum Construction Request</th>
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</thead>
<tbody>
<tr>
<td>Orange</td>
<td>ENG/ROW/CON</td>
<td>Tustin Street / Lincoln Avenue Intersection widening</td>
<td>12/13</td>
<td>$ 420,000</td>
</tr>
<tr>
<td>Fullerton</td>
<td>ENG/CON</td>
<td>Harbor Boulevard Widening (Berkeley Avenue to Brea Boulevard)</td>
<td>14/15</td>
<td>$ 1,957,550</td>
</tr>
<tr>
<td>Buena Park</td>
<td>ROW/CON</td>
<td>State Route 91/Beach Boulevard Westbound Exit Ramp Widening</td>
<td>13/14</td>
<td>$ 1,014,825</td>
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<tr>
<td>Mission Viejo</td>
<td>ENG/CON</td>
<td>Dual Left Turn for Northbound Los Alisos Boulevard at Santa Margarita Parkway</td>
<td>14/15</td>
<td>$ 155,832</td>
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<tr>
<td>Orange</td>
<td>ROW/CON</td>
<td>Katella Avenue / Wanda Street Intersection widening</td>
<td>12/13</td>
<td>$ 443,100</td>
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<tr>
<td>Orange</td>
<td>ENG/ROW/CON</td>
<td>Katella Avenue / Tustin Avenue Intersection Widening</td>
<td>12/13</td>
<td>$ 420,000</td>
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<tr>
<td>Placentia</td>
<td>CON</td>
<td>Rose Drive/Yorba Linda Boulevard Intersection Project</td>
<td>12/13</td>
<td>$ 295,200</td>
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<td></td>
<td><strong>Total</strong></td>
<td></td>
<td><strong>$ 4,706,507</strong></td>
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APPENDIX 2: ORANGE COUNTY SLPP FORMULA DISTRIBUTION

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

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<thead>
<tr>
<th>Schedule</th>
<th>Original Completion Date</th>
<th>Current Completion Date</th>
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</thead>
<tbody>
<tr>
<td>Draft Environmental Document</td>
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<tr>
<td>Final Environmental Document</td>
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</tr>
<tr>
<td>Begin Design Engineering</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Plans, Specifications, and Cost Estimates complete</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Start Right-of-Way Acquisition</td>
<td></td>
<td></td>
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<tr>
<td>Right-of-Way Certification</td>
<td></td>
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<tr>
<td>Submit Request for Authorization for Const (E-76)</td>
<td></td>
<td></td>
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<tr>
<td>Ready to Advertise</td>
<td></td>
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<tr>
<td>Award Construction</td>
<td></td>
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<tr>
<td>Project Completion (open for use)</td>
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## Funding Table:

### Preliminary Engineering ($000's)

<table>
<thead>
<tr>
<th>Fund Source</th>
<th>Fiscal Year</th>
<th>Planned Obligation</th>
<th>Current Estimates</th>
<th>Actual Expended</th>
<th>Remaining Allocation</th>
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### Right-of-Way ($000's)

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<thead>
<tr>
<th>Fund Source</th>
<th>Fiscal Year</th>
<th>Planned Obligation</th>
<th>Current Estimates</th>
<th>Actual Expended</th>
<th>Remaining Allocation</th>
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### Construction ($000's)

<table>
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<th>Fund Source</th>
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<th>Planned Obligation</th>
<th>Revised Allocation</th>
<th>Actual Expended</th>
<th>Remaining Allocation</th>
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</table>

State-Local Partnership Program Formula Grant Guidelines 16
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 _________________________________
(Administrating 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
WHEREAS, SLPP funding for PROJECT is contingent upon funding being available through both allocation by the CTC and availability of SLPP funds, and PROJECT maintaining its eligibility for this funding, and

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

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

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

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

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

WHEREAS, CITY’s Council or Board approved this Cooperative Agreement on this _____ day of ______________________ 2012; and

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

ARTICLE 1. COMPLETE AGREEMENT

A. This Cooperative Agreement, including any attachments incorporated herein and made applicable by reference, constitutes the complete and exclusive statement of the term(s) and conditions(s) of this agreement between PARTIES and it supersedes all prior representations,
understandings, and communications. The invalidity in whole or in part of any term or condition of this Cooperative Agreement shall not affect the validity of other term(s) or conditions(s) of this Cooperative Agreement. The above referenced recitals are true and correct and are incorporated by reference herein.

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

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

ARTICLE 2. SCOPE OF AGREEMENT

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

ARTICLE 3. RESPONSIBILITIES OF AUTHORITY
AUTHORITY agrees to the following responsibilities for PROJECT:

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

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

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

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

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

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

ARTICLE 4. RESPONSIBILITIES OF CITY

CITY agrees to the following responsibilities for PROJECT:

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

B. CITY agrees that AUTHORITY is responsible for programming only XXXXX dollars ($XXXXX) in SLPP funds, and is not obligated to program or provide any amount beyond what has been identified in this Article.
C. CITY is responsible for preparing and submitting to AUTHORITY all CTC documentation needed for allocation vote 90 calendar days prior to CTC meeting and no later than December 31, 2012.

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

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

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

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

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

I. CITY agrees that cost savings in construction shall be distributed proportionally to SLPP, and CITY’s local M2 Fair Share revenues, based on the final construction cost at the time of filing the notice of completion consistent with the funding proportions noted in Exhibit A. CITY agrees
that any cost overruns shall be the responsibility of CITY and not the responsibility of AUTHORITY.

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

**ARTICLE 5. DELEGATED AUTHORITY**

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

**ARTICLE 6. AUDIT AND INSPECTION**

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

**ARTICLE 7. INDEMNIFICATION**

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

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

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

ARTICLE 8. ADDITIONAL PROVISIONS

PARTIES agree to the following mutual responsibilities:

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

B. Termination: This agreement is null and void if PROJECT is not funded. AUTHORITY
shall cancel PROJECT for which CITY has not awarded a contract twelve months after the date of
CTC allocation, or has not advanced the PROJECT to ready to list stage as determined by the
Caltrans Local Assistance Procedures Manual by December 31, 2012. This Cooperative Agreement
may be terminated by either party after giving thirty (30) calendar days written notice. This
Cooperative Agreement shall not be terminated without mutual agreement of all parties.
C. This Cooperative Agreement may be amended in writing at any time by the mutual consent of all parties. No amendment shall have any force or effect unless executed in writing by all parties.

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

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

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

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

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

I. Assignment: Neither this Cooperative Agreement, nor any of the PARTIES' rights,
obligations, duties, or authority hereunder may be assigned in whole or in part by any party without the prior written consent of the other parties in their sole and absolute discretion. Any such attempt of assignment shall be deemed void and of no force and effect. Consent to one assignment shall not be deemed consent to any subsequent assignment, nor the waiver of any right to consent to such subsequent assignment.

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

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

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

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

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COOPERATIVE AGREEMENT NO. C-X-XXXX

<table>
<thead>
<tr>
<th>To CITY:</th>
<th>To AUTHORITY:</th>
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<tbody>
<tr>
<td>XXXXX</td>
<td>Orange County Transportation Authority</td>
</tr>
<tr>
<td>XXXXX</td>
<td>550 South Main Street</td>
</tr>
<tr>
<td></td>
<td>P. O. Box 14184</td>
</tr>
<tr>
<td></td>
<td>Orange, CA 92863-1584</td>
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<tr>
<td>Attention:</td>
<td>Attention: Robert Webb, Senior Contracts</td>
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<tr>
<td>XXXXX</td>
<td>Administrator</td>
</tr>
<tr>
<td>Tel: XXX-XXX-XXX</td>
<td>Tel: 714-560-5743</td>
</tr>
<tr>
<td>E-mail: XXXXX</td>
<td>E-mail: <a href="mailto:rwebb@octa.net">rwebb@octa.net</a></td>
</tr>
<tr>
<td></td>
<td>Cc: Louis Zhao, Associate Transportation Funding Analyst</td>
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This Cooperative Agreement shall be effective upon execution by all parties.

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

CITY OF XXXXX

By: ______________________
    XXXXX
    XXXXX

ATTEST:

By: ______________________
    XXXXX
    XXXXX

ORANGE COUNTY TRANSPORTATION AUTHORITY

By: ______________________
    Will Kempton
    Chief Executive Officer

APPROVED AS TO FORM:

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

Page 10 of 11
COOPERATIVE AGREEMENT NO. C-X-XXXX

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

<table>
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<th>Schedule</th>
<th>Completion Date</th>
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<tbody>
<tr>
<td>Final Environmental Document</td>
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<tr>
<td>Begin Design Engineering</td>
<td></td>
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<tr>
<td>Plans, Specifications, and Cost Estimates complete</td>
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<tr>
<td>Start Right-of-Way Acquisition</td>
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<tr>
<td>Right-of-Way Certification</td>
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<tr>
<td>California Transportation Commission Allocation</td>
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<tr>
<td>Award Construction Deadline</td>
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<td>Project Completion (open for use)</td>
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Construction funding authorized through this agreement:

P1B SLPP: $XXXXXXX  M2 Fair Share: $XXXXXX

Preliminary Engineering ($000's)

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<th>Original Planned Allocation</th>
<th>Proportion</th>
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<td></td>
<td></td>
<td>TOTAL $</td>
<td>100%</td>
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Right-of-Way ($000's)

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Construction ($000's)

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<tr>
<td>P1B SLPP 1</td>
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<tr>
<td>M2 Fair Share 1</td>
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<tr>
<td>TOTAL</td>
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1. P1B SLPP and M2 Fair Share will remain equal. If needed, amounts will be reduced proportionally.