



AGENDA REPORT

CITY OF SAN CLEMENTE

CITY COUNCIL MEETING

910 Calle Negocio
2nd Floor
San Clemente, California
www.san-clemente.org

Meeting Date: September 14, 2023

Agenda Item: 7H

Department: Public Works

Prepared By Zak Ponsen, Assistant City Engineer
Ryan Kim, Senior Civil Engineer - Traffic

Subject:

CONSIDERATION OF A RESOLUTION TO APPROVE COOPERATIVE AGREEMENT NO. C-3-2431 WITH ORANGE COUNTY TRANSPORTATION AUTHORITY (OCTA) FOR COUNTYWIDE SIGNAL SYNCHRONIZATION BASELINE PROJECT

Fiscal Impact:

None at this time.

Summary:

Staff recommends that City Council approve Cooperative Agreement No. C-3-2431 between the Orange County Transportation Authority and City of San Clemente for the Countywide Signal Synchronization Baseline Project. Due to San Clemente's long distance from traffic signals in other cities and the current plans, it is not expected that the City will need to include our traffic signal system in their network. Nevertheless, OCTA is requesting that all cities enter into the agreement. OCTA staff has indicated that entering into the agreement should help the City of San Clemente in receiving future OCTA synchronization funding and grant opportunities.

Background:

The Renewed Measure M (M2) Regional Traffic Signal Synchronization Program (RTSSP) is a collaborative effort among the Orange County Transportation Authority (OCTA), the County of Orange, and 34 cities in Orange County, including the City of San Clemente, to enhance traffic flow and reduce congestion. As part of this program, OCTA conducted a Countywide Signal Synchronization Plan Study ("PLAN STUDY") and received approval from the OCTA's Board of Directors on March 14, 2022, to update the Traffic Signal Synchronization Master Plan. The Project will involve about 2,500 signalized intersections along major corridors in Orange County, including 51 signalized intersections owned and operated by the City of San Clemente, with 7 (seven) optional operated signalized intersections included as well. OCTA has also obtained Congestion Mitigation and Air Quality (CMAQ) funds to implement the PLAN STUDY.

Council Options:

- Adopt Resolution No. 23-97, approving the Cooperative Agreement No. C-3-2431.
- Modify and adopt Resolution No. 23-97.
- Continue the Item and direct staff to provide additional information.
- Deny Resolution No. 23-97 and deny the approval of the Cooperative Agreement No. C-3-2431.

Environmental Review/Analysis:

Since the Cooperative Agreement and PLAN STUDY will not include actual changes within the City of San Clemente, this item is not a "project" pursuant to CEQA Guidelines Section 15378 (14 CCR § 15378). There is no potential for action resulting in either a direct physical change in the environment, nor a reasonably foreseeable indirect physical change in the environment. In the event that plans change and future signal

modifications are included within the City, staff will reevaluate the CEQA determination at that time when the impacts are known.

Recommended Actions:

Staff recommends that the City Council approve the following actions:

Adopt Resolution No. 23-97, which would authorize the City Manager to execute Cooperative Agreement No. C-3-2431 (Contract C23-50) by and between the City of San Clemente and OCTA.

Attachment:

1. Cooperative Agreement No. C-3-2431
2. Resolution No. 23-97
3. Selected Pages from the PLAN STUDY (A copy of the full PLAN STUDY document is available for review at the City Public Works Dept.)

Notification:

None.

COOPERATIVE AGREEMENT NO. C-3-2431

BETWEEN

ORANGE COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF SAN CLEMENTE

FOR

COUNTYWIDE SIGNAL SYNCHRONIZATION BASELINE PROJECT

THIS COOPERATIVE AGREEMENT (Agreement), is effective this _____ day of _____, 2023 ("Effective Date"), by and between the Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange California 92863-1584, a public corporation of the State of California (herein referred to as "AUTHORITY") and the City of San Clemente, a municipal corporation duly organized and existing under the constitution and laws of the State of California ("PARTICIPATING AGENCY"), each individually known as "Party" and collectively known as "Parties".

RECITALS:

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

WHEREAS, the AUTHORITY completed a Countywide Signal Synchronization Plan Study (hereinafter, "PLAN STUDY") in support of the RTSSP and received authorization from the AUTHORITY's Board of Directors on March 14, 2022, to update the Traffic Signal Synchronization Master Plan in accordance with the PLAN STUDY recommendations; and

WHEREAS, the AUTHORITY secured Congestion Mitigation and Air Quality ("CMAQ") funds for the implementation of a Countywide Signal Synchronization Baseline Project (hereinafter, "PROJECT") as presented in the PLAN STUDY; and

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**COOPERATIVE AGREEMENT NO. C-3-2431
COUNTYWIDE SIGNAL SYNCHRONIZATION BASELINE PROJECT**

1 **WHEREAS**, the AUTHORITY intends to release a request for proposals to secure a consultant
2 (“CONSULTANT”) to implement the PROJECT; and

3 **WHEREAS**, based on the PLAN STUDY the AUTHORITY agrees to act as the implementing
4 agency to carry out the PROJECT; and

5 **WHEREAS**, the PROJECT will include approximately 2,500 traffic signalized intersections
6 along regionally significant corridors within Orange County; and

7 **WHEREAS**, approximately 51 PARTICIPATING AGENCY-owned and operated signalized
8 intersections and 7 (seven) optional operated signalized intersections will be included as part of the
9 PROJECT; and

10 **WHEREAS**, the PROJECT will include all 34 Orange County cities and the County of Orange;
11 and

12 **WHEREAS**, the AUTHORITY will enter into a separate cooperative agreement with each
13 participating agency in each jurisdiction for implementation of the PROJECT; and

14 **WHEREAS**, the AUTHORITY and the PARTICIPATING AGENCY acknowledges and
15 understands that in-house resources (staff hours) from the PARTICIPATING AGENCY will provide
16 various services in support of the PROJECT; and

17 **WHEREAS**, the AUTHORITY and the PARTICIPATING AGENCY desire to enter into this
18 Agreement to implement the PROJECT in support of the RTSSP; and

19 **WHEREAS**, this Agreement defines the specific terms and conditions, and between the
20 AUTHORITY and the PARTICIPATING AGENCY for the implementation of the PROJECT; and

21 **WHEREAS**, the PARTICIPATING AGENCY’s City Council approved this Agreement on the
22 ____ day of _____, 202____.

23 **NOW, THEREFORE**, it is mutually understood and agreed by the AUTHORITY and the
24 PARTICIPATING AGENCY as follows:

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ARTICLE 1. COMPLETE AGREEMENT

A. This 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 the AUTHORITY and the PARTICIPATING AGENCY and supersedes all prior representations, understandings, and communications. The invalidity in whole or in part of any term or condition of this Agreement shall not affect the validity of other term(s) or conditions(s) of this Agreement. The above referenced Recitals are true and correct and are incorporated by reference herein.

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

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

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1 **ARTICLE 2. SCOPE OF AGREEMENT**

2 This Agreement specifies the roles and responsibilities of the Parties as they pertain to the
3 subjects and PROJECT addressed herein. The Parties agree that each will cooperate and coordinate
4 with the other Party in all activities covered by this Agreement and any other supplemental agreements
5 that may be required to facilitate purposes thereof.

6 **ARTICLE 3. RESPONSIBILITIES OF AUTHORITY**

7 The AUTHORITY, as the lead agency, agrees to the following responsibilities for the
8 implementation of the PROJECT:

9 A. To designate a Project Manager as a single point of contact for the Project.

10 B. The AUTHORITY, or agents of the AUTHORITY, shall manage, procure, implement, and
11 complete all aspects of the PROJECT, including filing all documentation necessary to comply with the
12 Congestion Mitigation and Air Quality (CMAQ) funding for the PROJECT.

13 C. The AUTHORITY, or agents of the AUTHORITY, shall coordinate outreach with the
14 PARTICIPATING AGENCY for the PROJECT.

15 D. The AUTHORITY, or agents of the AUTHORITY, shall collect all data necessary to
16 provide new optimized timing plans including, but not limited to, manual or video all movement counts at
17 each PROJECT signalized intersection, and a mutually agreed upon number and location of 24 hours
18 7 days automated machine traffic counts with vehicle classification.

19 E. The AUTHORITY, or agents of the AUTHORITY, shall develop and implement new timing
20 plans optimized for signal synchronization.

21 F. The AUTHORITY, or agents of the AUTHORITY, shall provide updated timing plans for
22 all control systems and all relevant data used to develop said plans to the PARTICIPATING AGENCY.

23 G. The AUTHORITY, or agents of the AUTHORITY, shall prepare a conceptual plan for the
24 delivery of the PROJECT. The AUTHORITY, or agents of the AUTHORITY, shall provide all reports to
25 the PARTICIPATING AGENCY in draft and final formats for review and comment. The PARTICIPATING
26 AGENCY comments shall be noted in the final report.

**COOPERATIVE AGREEMENT NO. C-3-2431
COUNTYWIDE SIGNAL SYNCHRONIZATION BASELINE PROJECT**

1 H. The AUTHORITY shall provide oversight to maintain inter-jurisdictional traffic signal
2 operational integrity between the PROJECT and other signal synchronization projects not older than three
3 (3) years from the effective date of this Agreement.

4 I. The AUTHORITY shall provide formats, templates, and guidance in reporting
5 requirements necessary for the PROJECT.

6 J. The AUTHORITY, or agents of AUTHORITY, under this Agreement and upon closeout of
7 PROJECT, may perform a technical and/or field review to ensure that the CMAQ guidelines, policies, and
8 procedures were followed.

9 **ARTICLE 4. RESPONSIBILITIES OF THE PARTICIPATING AGENCY**

10 The PARTICIPATING AGENCY agrees to the following responsibilities for implementation of
11 the PROJECT:

12 A. The PARTICIPATING AGENCY shall provide a technical representative to meet and
13 participate as a member of the PROJECT's Traffic Forum.

14 B. The PARTICIPATING AGENCY shall authorize the AUTHORITY to manage, procure,
15 and implement all aspects of the PROJECT.

16 C. The PARTICIPATING AGENCY shall participate and support the PROJECT
17 implementation.

18 D. The PARTICIPATING AGENCY shall provide the AUTHORITY, or agents of the
19 AUTHORITY, all current intersection as-built drawings, all current intersections controller assembly
20 plans as provided by the manufacturer and modified by the PARTICIPATING AGENCY since original
21 installation, local field master, local controller, Advanced Traffic Management System timing plans,
22 and other ITS-related data upon request.

23 E. The PARTICIPATING AGENCY shall inform the AUTHORITY of new traffic signal
24 installations and any traffic signal modifications, which would materially affect the performance of the
25 regional corridors on the PROJECT.

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**COOPERATIVE AGREEMENT NO. C-3-2431
COUNTYWIDE SIGNAL SYNCHRONIZATION BASELINE PROJECT**

1 F. The PARTICIPATING AGENCY shall maintain in good condition existing traffic signal
2 equipment for the PROJECT, such as signal communication and traffic signal controllers.

3 G. The PARTICIPATING AGENCY shall waive all fees associated with permits that would
4 otherwise be required from the CONSULTANT, subconsultants, and/or service or equipment providers
5 in the performance of the PROJECT.

6 **ARTICLE 5. DELEGATED AUTHORITY**

7 The actions required to be taken by the PARTICIPATING AGENCY in the implementation of this
8 Agreement are delegated to its respective City Manager, or City Manager's designee, and the actions
9 required to be taken by the AUTHORITY in the implementation of this Agreement are delegated to the
10 AUTHORITY's Chief Executive Officer or Chief Executive Officer's designee.

11 **ARTICLE 6. AUDIT AND INSPECTION**

12 PARTICIPATING AGENCY shall maintain a complete set of records in accordance with generally
13 accepted accounting principles. Upon reasonable notice, PARTICIPATING AGENCY shall permit the
14 authorized representatives of AUTHORITY to inspect and audit all work, materials, payroll, books,
15 accounts, and other data and records of PARTICIPATING AGENCY for a period of five (5) years after
16 final payment, final closeout, or until any on-going audit is completed, whichever is later. For purposes
17 of audit, the date of completion of this Agreement shall be the date of AUTHORITY's payment of
18 CONSULTANT's final billing (so noted on the paid invoice) under this Agreement. AUTHORITY shall
19 have the right to reproduce any such books, records, and accounts. The above provision with respect to
20 audits shall extend to and/or be included in contracts with AUTHORITY'S contractor.

21 **ARTICLE 7. INDEMNIFICATION**

22 A. To the fullest extent permitted by law, the PARTICIPATING AGENCY shall defend
23 (at the PARTICIPATING AGENCY's sole cost and expense with legal counsel reasonably acceptable to
24 the AUTHORITY), indemnify, protect, and hold harmless the AUTHORITY, and its officers, directors,
25 employees, and agents (collectively the "Indemnified Parties"), from and against any and all liabilities,
26 actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages,

**COOPERATIVE AGREEMENT NO. C-3-2431
COUNTYWIDE SIGNAL SYNCHRONIZATION BASELINE PROJECT**

1 demands, orders, penalties, and expenses including legal costs and attorney fees (collectively "Claims"),
2 including but not limited to Claims arising from injuries to or death of persons (PARTICIPATING
3 AGENCY's employees included), for damage to property, including property owned by the AUTHORITY,
4 or from any violation of any federal, state, or local law or ordinance, alleged to be caused by the negligent
5 acts, omissions or willful misconduct of the PARTICIPATING AGENCY, its officers, directors, employees
6 or agents in connection with or arising out of the performance of this Agreement.

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

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

20 **ARTICLE 8. ADDITIONAL PROVISIONS**

21 A. Term of Agreement: This Agreement shall be in full force and effect from the Effective
22 Date through December 31, 2028.

23 B. Amendment: This Agreement may be extended or amended in writing at any time by the
24 mutual consent of both Parties. No amendment shall have any force or effect unless executed in writing
25 by all Parties.

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**COOPERATIVE AGREEMENT NO. C-3-2431
COUNTYWIDE SIGNAL SYNCHRONIZATION BASELINE PROJECT**

1 C. Termination: In the event any Party defaults in the performance of their respective
2 obligations under this Agreement or breaches any of the provisions of this Agreement, the non-defaulting
3 Party shall have the option to terminate this Agreement upon thirty (30) calendar days prior written notice
4 to the Party in default.

5 D. Termination for Convenience: Either Party may terminate this Agreement for its
6 convenience by providing thirty (30) calendar days prior written notice of its intent to terminate for
7 convenience to the other Party.

8 E. AUTHORITY and Parties shall comply with all applicable federal, state, and local laws,
9 statues, ordinances, and regulations of any governmental authority having jurisdiction over the
10 PROJECT.

11 F. Legal Authority: The Parties hereto consent that they are authorized to execute this
12 Agreement on behalf of said Party and that, by so executing this Agreement, the Parties hereto are
13 formally bound to the provisions of this Agreement.

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

18 H. Counterparts of Agreement: This Agreement may be executed and delivered in any
19 number of counterparts, each of which, when executed and delivered shall be deemed an original and all
20 of which together shall constitute the same Agreement. Facsimile/electronic signatures shall be permitted.

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

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**COOPERATIVE AGREEMENT NO. C-3-2431
COUNTYWIDE SIGNAL SYNCHRONIZATION BASELINE PROJECT**

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

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

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

To PARTICIPATING AGENCY:	To AUTHORITY:
City of San Clemente	Orange County Transportation Authority
910 Calle Negocio San Clemente, CA 92672	550 South Main Street P. O. Box 14184 Orange, CA 92863-1584
Attention: Ryan Kim Senior Civil Engineer - Traffic Tel: (949) 361-6114 Email: kimr@san-clemente.org	Attention: Michael Le Senior Contract Administrator Tel: (714) 560-5314 Email: mle1@octa.net
	CC: Alicia Yang OCTA Project Manager Tel: (714) 560-5362 Email: ayang@octa.net

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

**COOPERATIVE AGREEMENT NO. C-3-2431
COUNTYWIDE SIGNAL SYNCHRONIZATION BASELINE PROJECT**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement No. C-3-2431 to be executed as of the date of the last signature below.

CITY OF SAN CLEMENTE

ORANGE COUNTY TRANSPORTATION AUTHORITY

By: _____
Kiel Koger
Director of Public Works

By: _____
Meena Katakia
Manager, Capital Projects

Dated: _____

Dated: _____

ATTEST:

APPROVED AS TO FORM:

By: _____
Laura Campagnolo
City Clerk

By: _____
James M. Donich
General Counsel

Dated: _____

Dated: _____

APPROVED AS TO FORM

By: _____
Elizabeth Mitchell
City Attorney

Dated: _____

Handwritten initials and scribbles on the left margin, including a large signature and the letter 'B'.

RESOLUTION NO. 23-97

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN CLEMENTE, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE COOPERATIVE AGREEMENT NO. C-3-2431 WITH THE ORANGE COUNTY TRANSPORTATION AUTHORITY FOR COUNTYWIDE SIGNAL SYNCHRONIZATION BASELINE PROJECT

WHEREAS, the Orange County Transportation Authority (OCTA) in cooperative with the City of San Clemente is working together in coordinating traffic signals across multiple jurisdictional boundaries as a part of the Renewed Measure M (M2) Regional Traffic Signal Synchronization Program (RTSSP) to enhance countywide traffic flow and reduce congestion; and

WHEREAS, OCTA completed a Countywide Signal Synchronization Plan Study (herein referred to as "PLAN STUDY") in support of the RTSSP and received authorization from the OCTA's Board of Directors on March 14, 2022, to update the Traffic Signal Synchronization Master Plan in accordance with the PLAN STUDY recommendations; and

WHEREAS, OCTA secured Congestion Mitigation and Air Quality (CMAQ) funds for the implementation of a Countywide Signal Synchronization Baseline Project (hereinafter, "PROJECT") as presented in the PLAN STUDY; and

WHEREAS, OCTA intends to release a request for proposals to secure a consultant to implement the PROJECT; and

WHEREAS, OCTA agrees to act as the implementing agency to carry out the PROJECT based on the PLAN STUDY; and

WHEREAS, approximately 51 city-owned and operated signalized intersections and 7 (seven) optional operated signalized intersections will be included as part of the PROJECT and none of them are in the City of San Clemente; and

WHEREAS, OCTA has requested all cities in the County to enter into Cooperative Agreement No. C-3-2431 to implement the PROJECT in support of the RTSSP; and

WHEREAS, entry into Cooperative Agreement No. C-3-2431 is in the best interests of the public and the City of San Clemente.

NOW, THEREFORE, the City Council of San Clemente does hereby find, determine, and resolve as follows:

SECTION 1. That the above recitations are true and correct and incorporated herein.

SECTION 2. That the City Manager is authorized and directed to execute the Cooperative Agreement No. C-3-2431 and such other documents as may be necessary and proper to accomplish the goals of the PROJECT.

SECTION 3. That staff is authorized and directed to take such actions as are necessary and proper in furtherance of the PROJECT.

SECTION 4. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED AND ADOPTED this _____ day of September, 2023.

Mayor of the City of
San Clemente, California

ATTEST:

CITY CLERK of the City of
San Clemente, California

STATE OF CALIFORNIA)
 COUNTY OF ORANGE) §
 CITY OF SAN CLEMENTE)

I, LAURA CAMPAGNOLO, City Clerk of the City of San Clemente, California, do hereby certify that Resolution No. 23-97 was adopted at a regular meeting of the City Council of the City of San Clemente held on _____ day of September 2023, by the following vote:

AYES:

NOES:

ABSENT:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Clemente, California, this _____ day of _____, _____.

 CITY CLERK of the City of
 San Clemente, California

Approved as to form:

 Elizabeth A. Mitchell, City Attorney





