

Attachment A

Cooperative Agreement

COOPERATIVE AGREEMENT NO. C-255015

BETWEEN

ORANGE COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF NEWPORT BEACH

FOR

NEWPORT TRANSPORTATION CENTER RELOCATION FEASIBILITY STUDY

THIS COOPERATIVE AGREEMENT (Agreement), is effective this 15th day of December, 2025 ("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 Newport Beach (hereinafter referred to as "CITY") each individually known as "Party" and collectively known as the "Parties".

RECITALS:

WHEREAS, the Newport Transportation Center (hereinafter referred to as "NTC") is located at 1550 Avocado Avenue, Newport Beach; and

WHEREAS, the NTC is owned and operated by AUTHORITY and serves as a key regional transit hub providing connections to destinations throughout Orange County; and

WHEREAS, the existing NTC site was acquired through a conveyance from The Irvine Company and developed with Federal Transit Administration (hereinafter referred to as "FTA") funding, and is therefore subject to federal interest and use restrictions applicable to federally funded transit facilities; and

WHEREAS, on June 10, 2025, the CITY's City Council directed its staff to explore relocating Fire Station No. 3, located at 868 Santa Barbara Drive, Newport Beach, to the current NTC site; and

WHEREAS, on June 26, 2025, the CITY requested AUTHORITY's assistance in evaluating the feasibility of relocating the NTC to 3848 Campus Drive, Newport Beach; and

1 **WHEREAS**, on August 5, 2025, the AUTHORITY requested information regarding CITY's site
2 selection criteria and supporting documentation; and

3 **WHEREAS**, the Parties have determined that a relocation feasibility study evaluating multiple
4 sites (hereinafter referred to as "PROJECT") is necessary to address the operational feasibility, ridership
5 demand, environmental and regulatory compliance, and cost-sharing considerations before advancing
6 any relocation efforts; and

7 **WHEREAS**, the AUTHORITY has agreed to contract directly with a professional services
8 consultant for the PROJECT and CITY has agreed to reimburse AUTHORITY for fifty percent of the costs
9 associated with the PROJECT; and

10 **WHEREAS**, the Parties agree this study is not a decision-making document and the outcome will
11 require additional analysis in a subsequent phase; and

12 **WHEREAS**, this Cooperative Agreement was authorized by the AUTHORITY's Board of
13 Directors on October 27, 2025; and

14 **WHEREAS**, this Cooperative Agreement was approved by the CITY's City Council on November
15 18, 2025; and

16 **WHEREAS**, the Parties agree to provide periodic updates on the PROJECT to their respective
17 governing bodies; and

18 **NOW, THEREFORE**, it is mutually understood and agreed by AUTHORITY and CITY as follows:

19 **ARTICLE 1. COMPLETE AGREEMENT**

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

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B. AUTHORITY's failure to insist on any instance(s) of CITY's performance of any term(s) or condition(s) of this 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 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 Agreement and issued in accordance with the provisions of this Agreement.

C. CITY's failure to insist on any instance(s) of AUTHORITY's performance of any term(s) or condition(s) of this 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 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 Agreement and issued in accordance with the provisions of this Agreement.

ARTICLE 2. SCOPE OF AGREEMENT

This Agreement specifies the roles and responsibilities of the Parties as they pertain to the subjects and projects addressed herein. Both AUTHORITY and CITY agree that each will cooperate and coordinate with the other in all activities covered by this Agreement and any other supplemental agreements that may be required to facilitate purposes thereof. The Parties agree to coordinate regularly through joint progress meetings and exchange of technical information necessary to ensure alignment of PROJECT objectives, schedule, and deliverables.

ARTICLE 3. RESPONSIBILITIES OF AUTHORITY

AUTHORITY agrees to the following responsibilities for PROJECT:

A. To serve as the contracting and administrative lead for the procurement of professional services and all professional agreements related to the PROJECT.

B. To provide overall project management for the PROJECT.

1 C. To provide technical oversight, guidance, and data related to transit operations, ridership
2 patterns, mobility trends, equity considerations, and other relevant areas of AUTHORITY's expertise.

3 D. To ensure the PROJECT is conducted in compliance with applicable FTA regulations
4 governing disposition, relocation, and continued use of federally funded assets.

5 E. To provide technical guidance related to the PROJECT as it pertains to federal interest in the
6 property and the AUTHORITY's obligations to comply with applicable federal and state regulations.

7 F. To coordinate with CITY and local, regional, state, and federal stakeholders as appropriate
8 including, but not limited to, the FTA, California Coastal Commission, The Irvine Company, and others.

9 G. To comply with all funding and grant requirements for those funds that will be used to pay for
10 services related to the PROEJCT.

11 H. To fund up to an amount not-to-exceed Two Hundred and Fifty Thousand Dollars (\$250,000)
12 for costs associated with the PROJECT.

13 **ARTICLE 4. RESPONSIBILITIES OF CITY**

14 CITY agrees to the following responsibilities for PROJECT:

15 A. To designate a representative to serve on the selection committee for the procurement of
16 professional consultant services.

17 B. To reimburse AUTHORITY up to an amount not-to-exceed Two Hundred and Fifty Thousand
18 Dollars (\$250,000) for costs associated with the PROJECT.

19 C. To pay AUTHORITY within 30 business days after receipt of an executed consultant contract
20 for costs associated with CITY's portion of the PROJECT.

21 D. To provide AUTHORITY with data and documentation related to CITY's site selection analysis
22 and fire response trends to provide justification, purpose, and need for the PROJECT and subsequent
23 consultation with the FTA.

24 E. To provide applicable land use, zoning, environmental, and development data necessary to
25 evaluate potential NTC relocation sites.

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1 F. To provide technical guidance related to land use, development plans, and other applicable
2 areas of CITY's expertise.

3 G. To assist AUTHORITY, as requested, in providing data and/or local approvals necessary to
4 support AUTHORITY's compliance with FTA property disposition and environmental review
5 requirements.

6 H. To coordinate with AUTHORITY and local stakeholders as appropriate including, but not
7 limited to, entities such as the Newport Beach Fire Department, The Irvine Company, and others.

8 **ARTICLE 5. DELEGATED AUTHORITY**

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

12 **ARTICLE 6. MAXIMUM OBLIGATION**

13 Notwithstanding any provisions of this Agreement to the contrary, AUTHORITY and CITY
14 mutually agree that PROJECT's total maximum cost shall be Five Hundred Thousand Dollars (\$500,000)
15 and that the Parties shall split the cost equally. AUTHORITY's and CITY's respective maximum
16 cumulative payment obligation hereunder shall be Two Hundred and Fifty Thousand Dollars (\$250,000),
17 unless agreed to and amended by both Parties.

18 **ARTICLE 7. AUDIT AND INSPECTION**

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

ARTICLE 8. INDEMNIFICATION

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

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

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

ARTICLE 9. ADDITIONAL PROVISIONS

A. Term of Agreement: This Agreement shall be effective on November 18, 2025, and shall be in full force and effect for 15 months through February 18, 2027.

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

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

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

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

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

G. Counterparts of Agreement: This 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: Either Party shall be excused from performing its obligations under this 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.

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I. Assignment: Neither this Agreement, nor any of the Parties' rights, obligations, duties, or authority hereunder may be assigned in whole or in part by either Party without the prior written consent of the other Party in its 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. Governing Law: The laws of the State of California and applicable local and federal laws, regulations and guidelines shall govern this Agreement.

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

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

To CITY

City of Newport Beach
100 Civic Center Drive
Newport Beach, CA 92660

Attention: Seimone Jurjis
Title: Assistant City Manager
Phone: (949) 644-3001
Email: sjurjis@newportbeachca.gov

To AUTHORITY:

Orange County Transportation Authority
550 South Main Street
P. O. Box 14184
Orange, CA 92863-1584

Attention: Megan Bornman
Title: Senior Contract Administrator
Phone: (714) 560-5064
Email: mbornman@octa.net
Cc: Katie Persons
Title: Department Manager
Phone: (714) 560-5683
Email: kpersons@octa.net

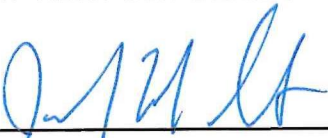
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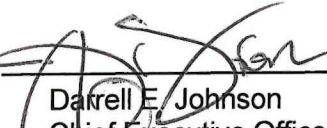
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IN WITNESS WHEREOF, the Parties hereto have caused this Cooperative Agreement No. C255015 to be executed as of the date of the last signature below.

CITY OF NEWPORT BEACH

ORANGE COUNTY TRANSPORTATION AUTHORITY

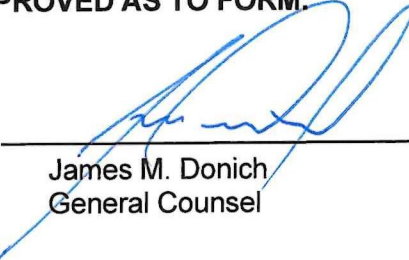
By: 
Joe Stapleton
Mayor

By: 
Darrell E. Johnson
Chief Executive Officer

ATTEST:

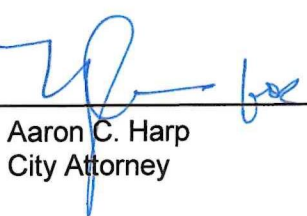
APPROVED AS TO FORM:

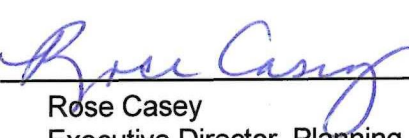
By: 
Lena Shumway
City Clerk

By: 
James M. Donich
General Counsel

APPROVED AS TO FORM

APPROVAL RECOMMENDED:

By: 
Aaron C. Harp
City Attorney

By: 
Rose Casey
Executive Director, Planning

HP

LB

LB

RH 25