

COOPERATIVE AGREEMENT BETWEEN COUNTY OF ORANGE AND CITY OF  
YORBA LINDA FOR FUNDING AND CONSTRUCTION OF CARBON CANYON  
CHANNEL CLASS 1 BIKEWAY (OC LOOP SEGMENT D)

This Cooperative Agreement is made and entered into this 10<sup>th</sup> day of March 2020 ("Agreement"), by and between the **COUNTY OF ORANGE** ("County"), a political subdivision of the State of California, and the **CITY OF YORBA LINDA**, a municipal corporation in the State of California, ("City"). The County and City shall sometimes be referred to separately as a "Party".

RECITALS

A. The County is improving safe bikeway circulation county-wide via design and construction of the proposed OC Loop Class 1 bikeway.

B. The ("Project") is that portion within the City limits of Segment D of a Class 1 bikeway, bikeway tunnel and appurtenances that will address OC Loop bikeway discontinuity between the El Cajon Regional Riding and Hiking Trail (City of Yorba Linda) and the La Floresta Trail (City of Brea) by constructing a bikeway along the west side of Carbon Canyon Channel from Bastanchury Road to Imperial Highway and along the south side of Imperial Highway from Carbon Canyon Channel to La Floresta Drive. The Yorba Linda Project includes a maintenance access road to the Carbon Creek Channel on the south side of Bastanchury Road. Project will include tunnel lighting. A true and correct copy of a map depicting the Project area is attached hereto and incorporated herein by this reference as **Exhibit "1."**

C. The location of the Project is between the Carbon Creek Flood Control Channel crossing, APN 334-041-16, on the north side of Bastanchury Road and the existing El Cajon Regional Riding and Hiking Trail on the south side of Bastanchury Road in APN 334-061-06.

D. Pursuant to State and local guidelines, County prepared and distributed a Draft Mitigated Negative Declaration and Initial Study IP 16-343 for the Project and said IP 16-343 was subsequently certified by the County Board of Supervisors as final, complete and adequate to satisfy the statutory requirements of the California Environmental Quality Act of 1970 (CEQA), on August 8, 2017 as amended.

E. The City fully supports the Project and desires to cooperate with the County in implementing the Project.

NOW, THEREFORE, in consideration of the foregoing recitals of fact, the mutual covenants and conditions contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. County and City Project Funding Obligations

County will be responsible for one hundred percent (100%) of the Project construction costs including design, right-of-way acquisition (if any), temporary relocation and restoration of City-owned utilities, construction, project management, traffic control, appropriate related traffic mitigation that may arise from project construction and public outreach, as well as construction administration. The County will not be responsible for costs related to review, inspection, oversight, or any other Project-related administration duties performed by City which shall be solely borne by the City.

2. Right-of-Way Acquisition, Design & Construction

2.1 CEQA/NEPA. County is hereby designated as the Lead Agency for Project and is responsible for preparing, processing and securing all necessary environmental documents required by CEQA and NEPA, as amended.

2.2 Project Engineer. County is hereby designated as Project Engineer to perform all tasks necessary to prepare construction plans, specifications and cost estimates in accordance with criteria set forth in the current edition of the County of Orange Highway Design Manual, County of Orange Standard Plans, City Standard Plans, California Department of Transportation's Manuals, latest editions of 2006 Standard Plans and 2006 Standard Specifications, to advertise, award and administer the construction of Project and to execute and deliver all documents required in connection with the construction of Project. County shall comply with all applicable provisions of the Public Contract Code and other applicable laws.

2.3 General Plan Conformance. Pursuant to Government Code Section 65402, City shall render reports as to whether the Project conforms to the City's respective General Plan. Execution of this Agreement does not constitute such report.

2.4 Temporary County Highway Declaration. Prior to commencing work on the Project, County must pass a resolution in accordance with Streets & Highways Code sections 1700-1704 temporarily declaring the City roadways within the Project to be a County highway for purposes of Project right-of-way acquisition and construction only. Upon receipt of said County Resolution, City shall consent by resolution to said County highway status pursuant to California Streets & Highways Code section 1701. After County files a notice of completion and City accepts the improvements, the County shall adopt a resolution pursuant to Streets & Highways Code section 1704 declaring that the streets used for the Project are no longer County highways, and shall file said resolution with the Clerk of the City.

2.5 Right-of-Way Acquisition. County shall be responsible for identifying right-of-way requirements within the Project limits and shall also be responsible for any appraisals of properties needed for Project and right-of-way acquisition within County and City. If it is determined that any properties within City can only be acquired through eminent domain, the County will meet and confer with City to consider whether acquisition by eminent domain is appropriate. County will remain responsible for all applicable acquisition costs, including any resulting from the exercise of its eminent domain powers.

**2.6 Utility Relocation.** County and City shall work together to identify all conflicting utilities within the Project. County shall issue all utility relocation request letters and perform temporary or permanent relocations of City owned utilities as required. City shall issue concurrence letters to all utility companies and/or approve Caltrans required City utility relocation agreements for relocation requests within City roadways and assist with relocation efforts by County. City-owned utilities will be restored to the original locations or relocated per approved plans upon project completion by County and City shall assume ownership and maintenance responsibilities of such utilities

**2.7 Project Plans, Insurance & Warranties.**

- a. County's Engineer or designee ("**County Engineer**") shall submit Project plans, specifications and engineer's estimate to City for review and approval prior to advertising Project for construction bids. Prior to County advertising Project, City shall promptly review the plans and special provisions for work within their respective City roadways and either approve or provide comments on said plans and special provisions within twenty (20) business days of receipt of such plans and special provisions from County. Should City fail to provide timely comments on, and/or approval of these plans or special provisions in accordance with this time period, County may make a written demand to City to meet. City shall agree to meet within three (3) business days to review and resolve any comments so project can move forward. Failure to meet and provide sufficient comments to move forward shall be deemed approval by the City.
- b. City shall provide County with City insurance requirements for construction contractor prior to contract solicitation. County shall require its construction contractor to identify the City as an additional insured subject to City insurance requirements.
- c. County shall require its contractor to pass through and assign all warranties to City for Project work associated with City's roadways.

**2.8 Project Advertisement.** Upon written approval of the final Project plans, specifications and engineer's estimate by City, County shall perform all of the administrative work required for advertising for bids, dealing with bid disputes and awarding the construction contract to the lowest responsible bidder. County may in its discretion reject all bids. If, after bids are opened, it is determined that insufficient funds are available to construct Project, County and City shall meet and confer to determine a course of action for Project.

**2.9 Project Inspection.** County will provide and manage all project inspection services. County will invite City to attend the pre-construction meeting after award of the construction contract and work to provide for a mutually agreeable joint inspection routine. City shall have access to their respective City roadways at all times during construction for the purpose of inspection. County will notify City 48 hours in advance prior to construction in the City's portions. City shall also inspect regularly. Should City deem any remedial work to be necessary, the City shall notify County in writing (text or email) thereof as soon as possible, but in no case later than

within two (2) business days of inspection, specifically describing the needed corrections and proposed remedial work. Disagreements, if any, shall be elevated to the respective project engineers quickly. City shall be responsible for any additional cost of remedial work, (above that which it would have cost if timely addressed), which is not brought to County's attention in a timely way in accordance with this paragraph.

2.10 Contract Change Orders. County shall process any contract change orders ("CCOs") that are necessary for construction of the Project. If CCOs are needed within a City easement, the City shall review and approve such CCOs and provide a Project liaison ("City Engineer") during construction to coordinate CCO approval. City Engineer shall provide concurrence on CCOs within two (2) business days of County's submittal to City. If City fails to concur within two (2) business days, County shall make positive contact with City and provide an additional day for response. If no response is received, such CCO shall be deemed approved.

2.11 Project Acceptance. Prior to County's acceptance of Project improvements in and filing a notice of completion, the City Engineer shall review and provide written approval of all Project work within that City. The City Engineer's written approval shall only be withheld for work not completed in accordance with the construction contract documents for the Project and which were timely identified during construction. City has ongoing obligation to regularly review contract work. County shall furnish City with one set of record drawings (As-Built drawings) for the completed Project and a copy of the filed notice of completion.

2.12 Access. City shall approve permanent County and County Flood Control District access to Project improvements via no cost easement and new permanent flood control channel maintenance road access no cost easement and key access if necessary. City hereby approves temporary Project site access to County employees but will require an encroachment permit from its contractors. City shall endeavor to help contractor obtain a Project laydown area if and where possible. County shall reasonably endeavor to reduce Project construction impacts to Bastanchury Road culvert tunnel work by requiring accelerated work efforts and phased approach to cutting the roadway for tunnel. County contractor will be required to keep a minimum of one lane open in each direction concurrently on Bastanchury during construction by building only half of the tunnel at one time. However; at this time, it is anticipated that complete shutdown may be necessary for a few days to accommodate middle section work and shall be per City Engineer's approval. County will work with City to review cost and time impacts of closure period and obtain agreement from City for reasonable time period. County will endeavor to require contractor to use prefabricated culvert material and limit overall road impacts to less than 30 days if possible.

County shall submit stage construction/traffic control plans to City for approval prior to the approval of encroachment permit. Traffic control plans shall be signed by a licensed civil engineer. All costs associated with traffic control shall be borne by County. County shall provide and send out written notice to surrounding neighborhoods within a 500' radius two weeks prior to the closure of Bastanchury. CMS signs shall be placed with advanced notice of future traffic delays and construction timeframe.

2.13 Post-construction Project Maintenance/Utility Obligations. County shall maintain all Project improvements on County easements. Upon City Engineer's written approval and

County's final acceptance of the Project, City shall assume ownership and maintenance obligations for improvements within City easements, and City shall accept quitclaims from County for right-of-way acquired by County on City's behalf, if any. County shall maintain tunnel lighting on Segment D trail sections and City shall pay for electrical utilities usage costs to support these lights within City limits.

3. Miscellaneous Obligations

3.1 Time is of the Essence. The Federal funding source for the Project requires timely environmental documents, design plans, and construction completion for approval of reimbursements. Therefore, time is of the essence. City agrees to execute their responsibilities and help facilitate Project in an expeditious manner so as not to jeopardize Project funding.

3.2 Indemnification & Hold Harmless. County agrees to indemnify, defend with counsel approved in writing, protect and hold harmless the City, its officers, elected or appointed officials, employees and volunteers from and against any and all claims, demands, losses, defense costs or expenses, or liability of any kind or nature which the City, its officers, elected or appointed officials, employees and volunteers may sustain or incur or which may be imposed upon them for injury to or death of persons or damage to property arising out of County's negligent or wrongful acts in performing under the terms of this Agreement. County shall defend, at its expense, including attorney fees, City, its officers, agents, employees, independent contractors and volunteers in any legal action or claim of any kind based upon such alleged acts or omissions. The County shall not be liable in any way or indemnify the City, its officers, elected or appointed officials, employees and volunteers for City's negligence or the negligence of City's officers, officials, employees or volunteers.

County agrees that it will follow its work management system field manual and the Caltrans manual of traffic controls for construction and maintenance work zones to avoid or minimize risk of loss.

City agrees to indemnify, defend with counsel approved in writing, protect and hold harmless the County, its officers, elected or appointed officials, employees and volunteers from and against any and all claims, demands, losses, defense cost or expenses, or liability of any kind or nature which the County, its officers, elected or appointed officials, employees or volunteers may sustain or incur or which may be imposed upon them for injury to or death of persons or damage to property arising out of the City's negligent or wrongful acts in performing under the terms of this Agreement. The City shall not be liable in any way or indemnify the County, its officers, elected or appointed officials, employees and volunteers for COUNTY's negligence or the negligence of County's officers, elected or appointed officials, employees or volunteers. If judgment is entered against City and County by a court of competent jurisdiction because of the concurrent active negligence of City or County, City and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

Each Party agrees to fully cooperate with the other and assist the other Party hereto in all matters relating to losses covered by the terms of this Agreement, and more specifically but not being limited thereby, each Party will:

1. Give prompt notification of all occurrences covered or likely to be covered by the terms hereof, together with the particulars thereof the other party hereto;
2. If claim is made, or suit is brought against a Party on occurrences covered or likely to be covered by the terms hereof, such party shall immediately forward every claim, demand, notice, summons or other process received by it to the other Party hereto.

City may, at its own expense, participate in the defense of any suit, or in the prosecution of any appeal affecting matters herein involved where the duty of defense or prosecution is imposed on County, and where County has consented thereto.

3.3 Assignment. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties. No assignment of either Party's interest in this Agreement shall be made without the written consent of the other Party.

3.4 Entirety & Amendments. This Agreement contains the entire agreement between the Parties with respect to the matters provided for herein. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the Parties; and no oral understanding or agreement not incorporated herein shall be binding on either of the Parties.

3.5 Mutual Drafting. This Agreement shall be deemed to have been mutually drafted and shall be construed fairly and in accordance with its terms. No Party shall be entitled to any presumption or construction in such Party's favor as a result of any Party assuming the burden of memorializing the Parties' agreement hereunder.

3.6 Severability. If any part of this Agreement is held, determined, or adjudicated to be illegal, void, or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent reasonably possible.

3.7 Notices. Notices or other communications which may be required or provided under the terms of this Agreement shall be given as follows:

City: City of Yorba Linda  
4845 Casa Loma Ave  
Yorba Linda, CA 92886  
Attention: Jamie Lai, Director of Public Works/City Engineer

\* County: County of Orange/OC Public Works Department  
300 N. Flower Street, Room 764  
Santa Ana, CA 92702-4048  
Attn: Tim Nguyen, Senior Civil Engineer, Infrastructure Project Management

All notices shall be in writing and deemed effective when delivered in person or deposited in the United States mail, first class, postage prepaid and addressed as above. Notwithstanding the above, the Parties may also provide notices by facsimile transmittal, and any such notice so given

shall be deemed to have been given upon receipt during normal business hours or, in the event of receipt after business, on the following business day. Any notices, correspondence, reports and/or statements authorized or required by this Agreement, addressed in any other fashion shall be deemed not given.

3.8 Waiver of Jury Trial. Each Party acknowledges that it is aware of and has had the opportunity to seek advice of counsel of its choice with respect to its rights to trial by jury, and each Party, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any Party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this Agreement and/or any other claim of injury or damage.

3.9 Attorney's Fees. In any action or proceeding to enforce or interpret any provision of this Agreement, or where any provision hereof is validly asserted as a defense, the Parties shall bear their own attorney's fees, costs and expenses.

3.10 Governing Law & Venue. This Agreement has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394.

3.11 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

3.12 Termination. In the event County or City defaults in the performance of any of their obligations under this Agreement or materially breaches any of the provisions of this Agreement, City and County shall have the option to terminate this Agreement upon thirty (30) days' prior written notice to the other Party. In the event City or County cures such default within such thirty (30) day period, City and County's election to terminate shall be deemed revoked and of no further force and effect as to that particular default.

3.13 Availability of Funds. This Agreement is subject to the availability of funds appropriated for this purpose, and nothing herein shall be construed as obligating the Parties to expend or as involving the Parties in any contract or other obligation for future payment of money in excess of appropriations authorized by law.


IN WITNESS WHEREOF, CITY have caused this AGREEMENT to be executed by its respective mayor and attested by its respective Clerk, and COUNTY has caused this AGREEMENT to be executed by the Chairman of the Board of Supervisors and attested by its Clerk on the dates written opposite their signatures, all thereunto duly authorized by the City Council and the Board of Supervisors, respectively.

CITY OF YORBA LINDA,  
a municipal corporation

Date: January 21, 2020

By:   
Beth Haney, Mayor

ATTEST:

  
Marcia Brown, City Clerk


APPROVED AS TO FORM:

By:   
Todd Litfin, City Attorney




COUNTY OF ORANGE,  
a political subdivision of the State of  
California

Date: 3/10/20

By:   
Chairwoman of the Board of Supervisors  
County of Orange, California

SIGNED AND CERTIFIED THAT A  
COPY OF THIS DOCUMENT HAS BEEN  
DELIVERED TO THE CHAIRWOMAN  
OF THE BOARD OF SUPERVISORS PER  
GC § 25103, RESO. 79-1535

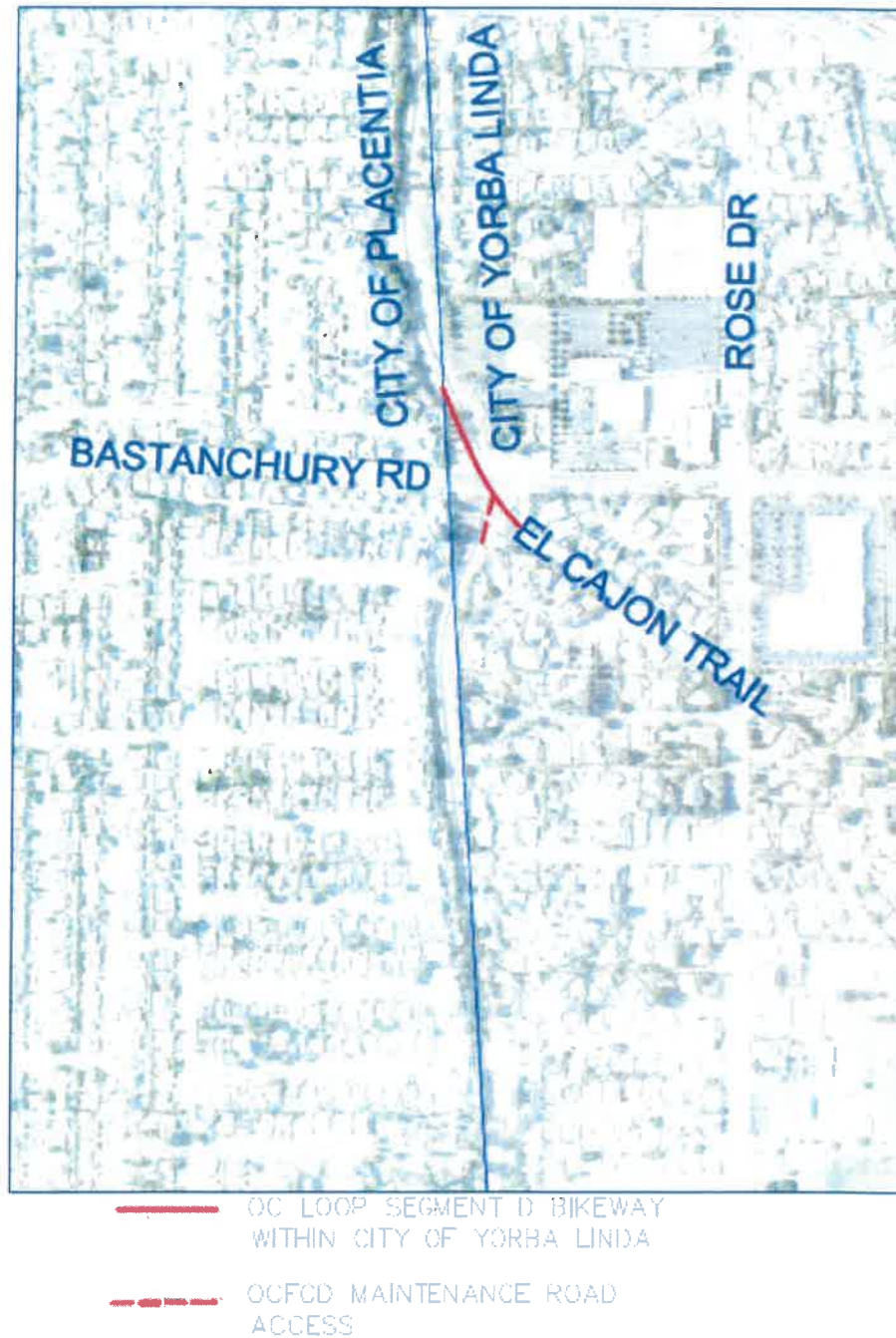
APPROVED AS TO FORM:

By:   
Robin Stieler  
Clerk of the Board of Supervisors  
County of Orange, California



By:   
Deputy County Counsel  
County of Orange, California

**Exhibit 1**  
(project area map)



RESOLUTION OF THE BOARD OF SUPERVISORS OF  
ORANGE COUNTY, CALIFORNIA  
March 10, 2020

WHEREAS, those portions of Bastanchury Road between the City Limits at the Carbon Canyon Channel and Rose Drive and Golden Avenue, between the City Limits near Carbon Canyon Channel and 500 feet east towards Rose Drive, lying within the City of Yorba Linda, are deemed to be highways of County-wide importance; and

WHEREAS, the County of Orange proposes to construct roadway improvements for cyclists continuously along the Carbon Canyon Channel at Bastanchury Road and at Golden Avenue, requiring construction and/or traffic control during construction on street sections shown on the accompanying map, (hereinafter referred to as the "City Street(s)"); and

WHEREAS, the County of Orange and the City of Yorba Linda have entered into Cooperative Agreement No. MA-080-20010225 to define the responsibilities of the County and the City with respect to construction of City's Street(s); and

WHEREAS, Streets & Highways Code Section 1700-1704 set forth procedures by which the County may perform improvements on City Street(s).

NOW, THEREFORE, BE IT RESOLVED that City's Street(s) are hereby declared to be a County highway pursuant to Streets & Highways Code Sections 1700 for the purposes of design, right-of-way acquisition, and construction by the County of Orange.

BE IT FURTHER RESOLVED that this Resolution be forwarded to the City, and that City's Street(s) shall become a County highway upon the consent of the City consistent with Streets & Highways Code Section 1701 and the Cooperative Agreement.

BE IT FURTHER RESOLVED that, consistent with Streets & Highways Code Section 1704, upon the filing of a Notice of Completion that all improvements to City's Street(s) are complete, the Board of Supervisors hereby declares City's Street(s) to no longer be a County highway, and instructs OC Public Works to file copies of this Resolution and the Notice of Completion with the City Clerk. Ten days after said filing, City's Street(s) shall cease to be a County highway.

The foregoing was passed and adopted by the following vote of the Orange County Board of Supervisors, on March 10, 2020, to wit:


AYES: Supervisors: DONALD P. WAGNER, DOUG CHAFFEE, ANDREW DO  
LISA A. BARTLETT, MICHELLE STEEL  
NOES: Supervisor(s):  
EXCUSED: Supervisor(s):  
ABSTAINED: Supervisor(s):

  
CHAIRWOMAN

STATE OF CALIFORNIA )  
COUNTY OF ORANGE )

I, ROBIN STIELER, Clerk of the Board of Orange County, California, hereby certify that a copy of this document has been delivered to the Chair of the Board and that the above and foregoing Resolution was duly and regularly adopted by the Orange County Board of Supervisors<<COMMA>> .

IN WITNESS WHEREOF, I have hereto set my hand and seal.

  
ROBIN STIELER  
Clerk of the Board  
County of Orange, State of California



Resolution No: 20-014  
Agenda Date: 03/10/2020  
Item No: 13



I certify that the foregoing is a true and correct copy of the Resolution adopted by the Board of Supervisors, Orange County, State of California

Robin Stiel, Clerk of the Board of Supervisors

By:   
Deputy



# AGENDA STAFF REPORT

ASR Control 19-000803

36 A1

**MEETING DATE:** 03/10/20  
**LEGAL ENTITY TAKING ACTION:** Board of Supervisors  
**BOARD OF SUPERVISORS DISTRICT(S):** 3, 4  
**SUBMITTING AGENCY/DEPARTMENT:** OC Public Works (Approved)  
**DEPARTMENT CONTACT PERSON(S):** Khalid Bazmi (714) 667-3213  
 Nardy Khan (714) 647-3906

RECEIVED  
 2020 FEB 19 AM 11:36  
 CLERK OF THE BOARD  
 BOARD OF SUPERVISORS  
 COUNTY OF ORANGE

**SUBJECT:** Approve Cooperative Agreement for OC Loop Segment D

**CEO CONCUR**  
 Concur

**COUNTY COUNSEL REVIEW**  
 Approved Agreement(s) and  
 Resolution(s)

**CLERK OF THE BOARD**  
 Discussion

4/5 Vote

**Budgeted:** N/A

**Current Year Cost:** N/A

**Annual Cost:** N/A

**Staffing Impact:** No

**# of Positions:**

**Sole Source:** N/A

**Current Fiscal Year Revenue:** N/A

**Funding Source:** N/A

**County Audit in last 3 years:** No

**Prior Board Action:** 4/23/2019 #11, 8/8/2017 #9

## RECOMMENDED ACTION(S):

1. Adopt a Resolution declaring portions of Bastanchury Road, within the City of Yorba Linda, to be a County of Orange highway for construction purposes.
2. Approve the Cooperative Agreement between the County of Orange and the City of Yorba Linda for Funding and Construction of the Carbon Canyon Channel Class 1 Bikeway Project (OC Loop Segment D).
3. Delegate the Director of OC Public Works or designee to file and record a Resolution with the City Clerk declaring that the City of Yorba Linda's highway is no longer a County of Orange highway, upon filing of a Notice of Completion.
4. Adopt a Resolution declaring portions of Golden Avenue, within the City of Placentia, to be a County of Orange highway for construction purposes.
5. Approve the Cooperative Agreement between the County of Orange and the City of Placentia for funding and construction of Carbon Canyon Channel Class 1 Bikeway Project (OC Loop Segment D).



- 13
6. Delegate the Director of OC Public Works or designee to file and record a Resolution with the City Clerk declaring that the City of Placentia's highway is no longer a County of Orange highway, upon filing of a Notice of Completion.
  7. Approve the Cooperative Agreement between the County of Orange and the City of Brea for funding and construction of Carbon Canyon Channel Class 1 Bikeway Project (OC Loop Segment D).

#### **SUMMARY:**

Approval of the Cooperative Agreements and adoption of the Resolutions between the County of Orange and the cities of Yorba Linda, Placentia and Brea will support the enhancement of bicycle safety and provide additional commuting and recreational opportunities for the community.

#### **BACKGROUND INFORMATION:**

The Carbon Canyon Channel Bikeway Project or OC Loop Segment D (Project) is part of the Orange County Transportation Authority Commuter Bikeways Strategic Plan and the OC Loop. The OC Loop connects and extends several regional bikeways to provide a continuous 66-mile loop around north and central Orange County (County).

The Project closes a gap in the OC Loop network by connecting the intersection of La Floresta Drive and Imperial Highway with the existing El Cajon Trail at Bastanchury Road and Carbon Canyon Channel. The Project provides approximately 0.67 miles of Class I bikeway along the Carbon Canyon and Imperial Highway. Portions of the Project are located within the cities of Yorba Linda, Placentia and Brea.

The purpose of the three proposed County Cooperative Agreements MA-080-20010225, MA-080-20010224 and MA-080-20010223 (Agreements) with the cities of Yorba Linda, Placentia and Brea, respectively, is to define the parties' respective rights and obligations with respect to the design, construction management, funding, maintenance and ownership of the Project.

On August 8, 2017, the Board of Supervisors (Board) approved the adoption of the Final Mitigated Negative Declaration (MND) IP No. 16-343 for the Project.

On April 23, 2019, the Board approved the Project as part of the OC Public Works 7-Year Capital Improvement Program. The estimated project cost is \$11 million.

Resolutions are required to declare portions of Bastanchury Road and Golden Avenue within the cities of Yorba Linda and Placentia to be County highways for construction purposes pursuant to the California Streets and Highway Code (SHC) Sections 1700-1706.

SHC Section 1700 also requires a 4/5 majority vote from the Board in order to declare a city street to be a County highway for construction purposes. The Resolutions each state "that upon the filing of a Notice of Completion that all improvements to City's Street(s) are complete, the Board hereby declares City's Street(s) to no longer be a County highway and instructs OC Public Works to file copies of this Resolution and the Notice of Completion with the City Clerk. Ten days after said filing, City's Street(s) shall cease to be a County highway." Ownership and maintenance will revert to the cities upon completion of the Project.

OC Public Works requests the Board approve the Agreements with the cities of Yorba Linda, Placentia and Brea and authorize the Director of OC Public Works or designee to execute minor amendments if necessary.

**Compliance with CEQA:** This Project is a necessarily included element of the Project considered in the Final MND IP No. 16-343, adopted by the Board on August 8, 2017, which adequately addressed the effects of the proposed Project. No substantial changes have been made in the Project, no substantial changes have occurred in the circumstances under which the Project is being undertaken and no new information of substantial importance to the Project that was not known or could not have been known when the Final MND IP No. 16-343 was approved has become known; therefore, no further environmental review is required.

#### **FINANCIAL IMPACT:**

Appropriations for these Agreements are included in the FY 2019-20 Budget for Fund 174: OC Road Capital and will be included in the budgeting process for future years. The OC Road Fund 174 for capital projects will initially fund 100 percent of the costs for the supported Project. Reimbursable Federal Bicycle Corridor Improvement Program grant funding and State Senate Bill 1 Road Maintenance and Rehabilitation Account funding are the source of funds. Upon Project completion, the County will operate and maintain the Project improvements within the County and the cities of Yorba Linda and Brea jurisdictions. The City of Placentia will maintain the bikeway portion within their jurisdiction per the Bikeways and Trails Agreement.

If the Agreements terminate for any reason, OC Public Works shall submit to the Board a Resolution declaring that such street is no longer a County highway as required by SHC Section 1704.

#### **STAFFING IMPACT:**

N/A

#### **REVIEWING AGENCIES:**

OC Community Resources/OC Parks

#### **ATTACHMENT(S):**

- Attachment A - Project Location Map
- Attachment B - Cooperative Agreement MA-080-20010225 with City of Yorba Linda
- Attachment C - Cooperative Agreement MA-080-20010224 with City of Placentia
- Attachment D - County Highway Declaration Resolution City of Yorba Linda
- Attachment E - County Highway Declaration Map City of Yorba Linda
- Attachment F - County Highway Declaration Resolution City of Placentia
- Attachment G - County Highway Declaration Map City of Placentia
- Attachment H - Cooperative Agreement MA-080-20010223 with City of Brea
- Attachment I - California Streets and Highway Code Sections 1700-1706
- Attachment J - OC Bike Loop Project Location Map