

## **COOPERATIVE AGREEMENT**

### **BETWEEN CITY OF YORBA LINDA AND CITY OF PLACENTIA FOR COST SHARE, FUNDING AND DEVELOPMENT OF YORBA LINDA-PLACENTIA MULTI-AGENCY ACTIVE TRANSPORTATION PLAN**

THIS COOPERATIVE AGREEMENT ("Agreement") is made as of this 12<sup>th</sup> day of October, 2022, by and between City of Placentia (collectively "Placentia", a municipal corporation), and the City of Yorba Linda (collectively "Yorba Linda", a municipal corporation)

#### **A. Recitals.**

(i). YORBA LINDA, in cooperation with PLACENTIA and Placentia-Yorba Linda Unified School District (PYLUSD), desire to develop a comprehensive Multi-Agency Active Transportation Plan (ATP) ("PROJECT") that identifies bicycle and pedestrian needs/improvements, Safe Routes to School (SRTS), and multi-use trail plans.

(ii). The PROJECT incorporates identified bicycle and pedestrian needs/improvements, Safe Routes to School (SRTS), and multi-use trail plans within the boundaries of PLACENTIA.

(iii). The PROJECT was selected as part of the Sustainable Transportation Planning Grants (STPG) for Fiscal Year 2022-23. The PROJECT is eligible to receive the California Department of Transportation (Caltrans) STPG funds, provided that local government can provide matching funds.

(iv). YORBA LINDA is the lead agency for the PROJECT to establish a vision and a roadmap for implementation of pedestrian and bicyclist facilities within the Cities of Yorba Linda and Placentia and their school district. Yorba Linda has secured Three Hundred Fifty-Nine Thousand and Eight Hundred Nine Dollars (\$359,809) in STPG funds for the PROJECT, contingent upon Yorba Linda providing the requisite Local Matching Funds ("LOCAL MATCHING FUNDS") of Forty-Six Thousand and Six Hundred Eighteen Dollars (\$46,618).

(v). PLACENTIA has indicated its willingness to provide that portion equal to fifty percent (50%) of the LOCAL MATCHING FUNDS in an amount of approximately Twenty-Three Thousand and Three Hundred Nine Dollars (\$23,309).

(vi). It is the intent of PLACENTIA and YORBA LINDA in entering this Agreement to set forth terms and conditions applicable to YORBA LINDA AND PLACENTIA'S provision of services necessary to complete the PROJECT, in order to benefit YORBA LINDA and PLACENTIA. The Scope of Work for the project is attached hereto as "Exhibit A" and incorporated herein.

B. Agreement.

NOW, THEREFORE, PLACENTIA and YORBA LINDA agree as follows:

1. Duties of YORBA LINDA:

- A. Yorba Linda shall serve as lead agency for the Multi-Agency ATP development and project management and shall provide oversight by establishing PROJECT milestones and overseeing the PROJECT development to ensure all standards and requirements set forth by the AGREEMENT are adhered to.
- B. YORBA LINDA shall be responsible for completing the PROJECT in accordance with the funding guidelines and any and all other applicable federal, state and local statutes, laws and regulations.
- C. YORBA LINDA shall provide staff and consultants deemed necessary and appropriate to manage, administer, coordinate, and oversee technical studies and project management of the PROJECT. YORBA LINDA shall require all such consultants to obtain and maintain comprehensive general liability, automobile liability, workers' compensation and employers' liability, and professional liability insurance policies meeting the applicable requirements of the Consultant Contract and for the PROJECT and to indemnify, defend and hold PLACENTIA and its elected officials, officers, employees, agents and volunteers ("Indemnitees") free and harmless, including payment of attorneys' and experts' fees, with respect to any and all claims and liabilities of any kind arising out of each such consultant's acts or omissions in the performance of work on the PROJECT, to the maximum extent permitted by law. YORBA LINDA shall require all such consultants to name the Indemnitees as additional insureds on all commercial general and automobile liability policies required by PLACENTIA for the PROJECT.
- D. Pay, subject to reimbursement as outlined herein, 100% of the proportionate share of the LOCAL MATCHING FUNDS (including PLACENTIA's share) of the PROJECT costs equal to approximately Forty-Six Thousand Six Hundred Eighteen Dollars (\$46,618). YORBA LINDA's proportional share of LOCAL MATCHING FUNDS is fifty percent (50%), approximately Twenty-Three Thousand and Three Hundred Nine Dollars (\$23,309). YORBA LINDA'S final cost shall be based on actual cost at PROJECT completion and the balance of the LOCAL MATCHING FUNDS.
- E. Submit to PLACENTIA, upon completion of the project and formal acceptance, one invoice for PLACENTIA's share of the total project with an itemized accounting of cost of PROJECT incurred by YORBA LINDA with adequate documentation of said expenditures, and a statement for PLACENTIA's share of PROJECT cost.
- F. YORBA LINDA, at all times, shall maintain coordination with PLACENTIA relative to the PROJECT.

2. Duties of PLACENTIA:

- A. By execution of this Agreement, designate YORBA LINDA as the lead agency for the purpose of accomplishing the PROJECT.
- B. Pay, on a reimbursement basis to YORBA LINDA, its pro-rata share of PROJECT cost for work performed by YORBA LINDA within the boundaries of PLACENTIA, which is fifty percent (50%) of the LOCAL MATCHING FUNDS equal to approximately Twenty-Three Thousand and Three Hundred Nine Dollars (\$23,309). PLACENTIA'S final cost shall be based on the actual PROJECT cost at PROJECT completion and the balance of the LOCAL MATCHING FUNDS.
- C. Make final payment to YORBA LINDA within forty five (45) days after receiving invoice.
- D. YORBA LINDA shall submit consultant's project task deliverables and associated submissions to PLACENTIA for review and approval. Placentia shall promptly review the submittals of project deliverables for work within their respective City and either approve or provide comments on task deliverables and associated submissions in a timely manner, but not to exceed ten (10) business days of receipt of a submittal from YORBA LINDA. It is expected that reviews will be requested at not less than each of the following Scope of Work stages: TASK 2, TASK 3, TASK 5 and TASK 6 stage. Should PLACENTIA fail to provide timely comments on, and/or approval of these project task deliverables and associated submissions in accordance with this time period, YORBA LINDA may make a written demand to PLACENTIA for a response. If PLACENTIA thereafter fails to provide comments on, and/or approve such project task deliverables and associated submissions within ten (10) business days of receipt of such demand, such project task deliverables and associated submissions shall be deemed approved by the PLACENTIA.

3. Mutual obligations and general terms:

- A. Within forty-five (45) days after completion of and acceptance of the work by YORBA LINDA, its Director of Public Works/ City Engineer or representative shall notify PLACENTIA in writing, of the date thereof and the probable date that a final accounting of PLACENTIA'S share of the cost of the PROJECT will be submitted. If outstanding charges (such as consultant's claims and liens) delay the final accounting, YORBA LINDA shall so advise PLACENTIA and a final accounting shall be presented within ninety (90) days from the date of completion of the work.
- B. The budget for the PROJECT is Four Hundred Six Thousand and Four Hundred Twenty-Seven Dollars (\$406,427), of which Forty-Six Thousand and Six Hundred Eighteen Dollars (\$46,618) shall be provided by the

LOCAL MATCHING FUNDS. YORBA LINDA'S share of LOCAL MATCHING FUNDS is fifty percent (50%), approximately Twenty-Three Thousand and Three Hundred Nine Dollars (\$23,309). PLACENTIA'S share of LOCAL MATCHING FUNDS is fifty percent (50%), approximately Twenty-Three Thousand and Three Hundred Nine Dollars (\$23,309). The Parties acknowledge that final PROJECT costs may ultimately exceed current estimate of PROJECT costs. Any additional PROJECT cost resulting from increased bid prices, change orders, or arising from unforeseen site conditions over the estimated total of PROJECT's cost of, shall be borne by each Party in proportion as part of the Parties' respective obligations to pay the cost for the PROJECT up to the maximum amounts as set forth in.

- C. PLACENTIA shall have the right to review all invoices, warrants and other related documents used in preparing the final accounting.
- D. PLACENTIA and YORBA LINDA shall cooperate to the fullest extent possible in seeing the PROJECT to completion.
- E. To the fullest extent permitted by law, YORBA LINDA shall defend, indemnify and hold harmless PLACENTIA, its officers, officials, employees, and agents, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged, or threatened, actual attorneys fees incurred by PLACENTIA, court costs, interest, defense costs including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation, and to the extent incurred in relation to, as a consequence of, arising out of or in any way attributable, actually, allegedly or impliedly, to the negligence of YORBA LINDA in its performance of this Agreement. All obligations under this provision are to be paid by YORBA LINDA as they are incurred by PLACENTIA.
- F. To the fullest extent permitted by law, PLACENTIA shall defend, indemnify and hold harmless YORBA LINDA, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged, or threatened, actual attorneys fees incurred by YORBA LINDA, court costs, interest, defense costs including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation, and to the extent incurred in relation to, as a consequence of, arising out of or in any way attributable actually, allegedly or impliedly, to the negligence of PLACENTIA in its performance of this Agreement. All obligations under this provision are to be paid by PLACENTIA as they are incurred by YORBA LINDA.
- G. This Agreement supersedes any and all other agreements, either oral or in writing, between parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representation by any party which is not embodied herein, nor any other agreement, statement, or promise not

contained in this Agreement shall be effective unless it is in writing signed by all parties.

- H. The term of this Agreement shall commence upon the date of mutual execution and shall continue thereafter until performance by both parties has been completed in compliance with this Agreement, unless sooner terminated in accordance with this subsection. Unless otherwise agreed upon in writing, either party may immediately terminate for a material breach by the other that remains uncured following service of not less than ten (10) days prior written notice of such breach. In addition, this Agreement may be terminated by either party upon thirty (30) days prior written notice.
- I. If either YORBA LINDA or PLACENTIA requests additional work that is beyond the scope of the original PROJECT, and not considered by both Parties to be a necessary part of the PROJECT, said work, if approved by both Parties, will be paid solely by the agency requesting the work, unless both Parties agree by written amendment to allocate the cost in accordance with the percentage allocation provided herein, or in some other mutually acceptable manner by written amendment to this Agreement.
- J. Since the parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for any or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days.
- K. In the event of litigation arising from this Agreement, each Party to the Agreement shall bear its own costs, including attorney(s) fees. This paragraph shall not apply to those costs and attorney(s) fees directly arising from any third-party legal action against a Party to this Agreement.
- L. Notices permitted or required to be provided pursuant to this Agreement shall be sent to the following addresses:

YORBA LINDA:	PLACENTIA:
City of Yorba Linda Attn: Director of Public Works 4845 Casa Loma Avenue Yorba Linda, CA 92866	City of Placentia Attn: Director of Public Works 401 East Chapman Avenue Placentia, CA 92870

By notice to the other party, either party may, change the address specified above. Service of notice or communication shall be complete, if personally served, when received at the designated address, or five (5) days after deposit of said notice or communication in the United States mail, postage prepaid, whichever occurs first.

- M. The parties do not intend to create rights in, or to grant remedies to, any third party as a beneficiary to this Agreement, or as a result of any duty, covenant, obligation or undertaking established herein.
- N. This Agreement may be signed in counterparts, each of which shall constitute an original.

**[SIGNATURES ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their authorized officers this \_\_\_\_ day of \_\_\_\_\_ 2022.

CITY OF YORBA LINDA, A Municipal Corporation

\_\_\_\_\_  
Mark Pulone, City Manager


ATTEST:

\_\_\_\_\_  
Marcia Brown, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Todd Liftin, City Attorney

CITY OF PLACENTIA, A Municipal Corporation

  
\_\_\_\_\_  
Damien R. Arrula, City Administrator

ATTEST:

  
\_\_\_\_\_  
Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Christian L. Bettenhausen, City Attorney

## EXHIBIT A

### SCOPE OF WORK

Project Information	
Grant Category	Sustainable Communities Competitive
Grant Fiscal Year	2022 - 2023
Project Title	Yorba Linda/Placentia Multi-Agency Active Transportation Plan
Organization (legal name)	City of Yorba Linda

### Introduction

The City of Yorba Linda (lead agency), the City of Placentia (Yorba Linda's neighboring city), and the Placentia-Yorba Linda Unified School District (PYLUSD) (see attached project location and project boundary maps) will collaborate to develop a comprehensive Active Transportation Plan (ATP) that incorporates identified bicycle and pedestrian needed improvements, Safe Routes to School (SRTS) and multi-use trail plans. This bi-city ATP is needed to add and to connect infrastructure for safer, more accessible walking and biking for school children, families, residents and visitors, as well as for improving the multi-use trail network for exercise and recreation. Currently, neither city has AT or SRTS Plans. The Yorba Linda/Placentia Multi-Agency Plan will provide a clear and actionable strategy to promote walking and bicycling as a part of healthy lifestyles, reduce bicyclist/pedestrian-involved collisions, and decrease transportation-related pollution. The ATP Plan will result in recommended infrastructure/non-infrastructure projects and programs that reflect local and national engineering best practices, rigorous data analysis, and extensive stakeholder engagement.

The Cities of Yorba Linda and Placentia have a combined population of approximately 119,000 residents and cover 26.6 square miles. The PYLUSD serves the cities of Placentia and Yorba Linda and has an enrollment for the 2021-2022 school year of approximately 24,000 students. The District's 34 school sites include 20 elementary schools, 5 middle schools, 1 K-8 school, 4 comprehensive high schools, 1 special education school, 1 continuation high school, 1 K-12 home school, and 1 K-12 online school (school location map attached). Of these schools, 3 have a greater than 75% eligibility (meeting the definition of a disadvantaged community (DAC)) for the California Department of Education (CDE) Free or Reduced-Price Meal (FRPM) Programs. Individual students are eligible for free or reduced-price meals if they have a special status or if their families indicate they have incomes under the eligibility ceiling or are participating in CalFresh or CalWORKs. In other words, poverty status is the essential factor that makes a student eligible.

Two census tracts (6059011721 and 6059011720) in the City of Placentia, which include the La Jolla neighborhood and a portion of the Old Town area, have high rates of pollution and unhealthy conditions according to CalEnviroScreen 4.0 and the California Healthy Places Index (HPI) (see attached maps). These two census tracts, identified as DACs per the CalEnviroScreen, have overall rankings of 80% to 85% and pollution burdens of 87% and 96%. The HPIs for these census tracts are 9.7% and 28.6 %, indicating that these tracts have healthier community conditions than only 9.7% and 28.6% of other California census tracts. The La Jolla and Old Town neighborhoods are located close to two major freeways, and warehouse and light



manufacturing zones. There is also a lack of outdoor recreation areas, little to no healthy food outlets, unsafe routes to school, unsafe and unsanitary housing conditions, and lower income levels. In one identified DAC census tract, between 17-22% of the population are children undage 10, while California's average is 13%. In an adjacent census tract, 31% of the population is elderly, while California's average is 12%. These census tracts bear pollution burden percentiles of 87-96%, due to vehicular pollution. The proposed plan will improve public health and quality of life for DACs by identifying priority projects with the greatest impact to increase walking and biking and will also include connection points to public transit for regional accessibility.

During the development of Placentia's Health, Wellness, and Environmental Justice Element (General Plan 2019), the city conducted community outreach in 2018-2019 in the La Jolla neighborhood (defined as a disadvantaged community per CalEnviroScreen 4.0) in the form of community meetings and street fair surveys. Staff found a neighborhood eager to tell its tale and get involved. In fact, many commented that they would like more community meetings and to get involved in local decision-making, an expressed goal of environmental justice. Specific concerns voiced were the need for safer routes to parks and city services, free exercise options, crosswalks and crossing signals on many streets, streetlights on dark streets, and safer routes to/from school (some parents have to walk their children over Route 57 freeway overpass). Other public concerns about pedestrian safety were raised by Yorba Linda residents requesting improvements at the intersection of Lakeview and Buena Vista Avenues, a busy non-signalized intersection in a residential area of the city. Accident data obtained from the Transportation Injury Mapping System (TIMS) for a ten-year period between 2008-2019 show the City of Placentia reported 271 collisions involving either a bicycle or pedestrian, including 7 pedestrian fatalities. In the City of Yorba Linda, there were 137 collisions with 5 pedestrian and 2 bicyclist fatalities during the same time period. Maps are provided as an attachment showing the location of severe injury and fatalities resulting from traffic collisions with pedestrians and bicyclists. Each of these serious injuries or fatalities occurred within 200 feet to 8,000 feet of a PYLUSD school. A table summarizing this information is attached. Photos depicting existing conditions (near schools, at intersections, and neighborhood streets) that illustrate areas requiring improvements are attached.

Each city has a system of bikeways, and Yorba Linda also has a system of trails. Bikeways in both cities are primarily Class II and Class III. Bikeways provide access to schools, parks and other open space areas within the community. The City of Placentia currently has over 13.2 miles of existing bikeways which ties into the Orange County Transportation Authority bikeway system. Yorba Linda has 30 multi-use trails, both paved and earthen, which are over 100 miles (160 km) in aggregate length. The Santa Ana River Trail runs along the Santa Ana River and provides a regional bicycle connection to areas east and west of Yorba Linda. Yorba Linda's Master Plan of Trails establishes a coordinated system of riding and hiking trails and bikeways, including connections to Chino Hills State Park. The last update to the riding, hiking, and bikeway trails component, however, was completed in 2005. Since then, many housing developments have been constructed and connections to these trails have not been fully evaluated. Sidewalks are generally provided along the arterial roadways and on the vast majority of residential streets throughout the cities.

Spatial and facilities gaps are observed in the current active transportation networks for which the cities seek to identify and develop plans for creative and safe connectivity pathways for each city, between cities, and with the county. The planning process will identify active transportation, safe routes to schools, and trail connection points including regional pedestrian, Class I, II, and III bicycle routes, and public transit links. According to SCAG's *Local Profiles Reports* (2019), the "Top 10 Places Where Residents Commute to Work" is Anaheim; this includes 9.5% of working commuters from Yorba Linda and 10.5% from Placentia. Anti-displacement strategies affecting the Plan may include integrating active transportation with existing land use and affordable housing complexes, prioritizing investment in DAC areas or near Title I schools, and pursuing infill development with active transportation amenities.

Yorba Linda is currently updating several planning documents that will provide useful information and continuity for the ATP, including their comprehensive Local Road Safety Plan (LRSP), ADA Survey and Transition Plan, and the update of their Housing Element (General Plan). The LRSP would enable the City to enhance traffic safety for all modes of transportation and for all ages. The LRSP project website has been posted to social media and the City's website to receive input from the community. The ADA Accessibility Plan will evaluate the accessibility of the city's buildings, public right-of-ways, services programs and activities. Once the evaluations are complete, members of the public will be invited to review the findings and provide input. The updated housing plan includes the requirement for including the Regional Housing Needs Assessment (RHNA), which anticipates growth and allows Yorba Linda to grow (considering the region and subregion collectively) in ways that enhance quality of life, improve access to jobs, promotes transportation mobility, and addresses social equity and fair share housing needs. Yorba Linda solicited input from the public throughout the Housing Element update process through workshops, the City's website, and surveys. Comments received on these plans relevant to the scope of the ATP will be evaluated and incorporated where appropriate.

Placentia received a recent grant from the Office of Transportation Safety (OTS) to conduct a Pedestrian and Bicycle Safety Program. The program was held from May through September 2021. The program consisted of workshops, activities and events to develop best practice strategies that would reduce the number of persons killed and injured in crashes involving pedestrians and bicyclists, with a focus on underserved communities, older adults, and school-aged children. The City worked with community partners, including the Placentia Police Community Officer, Placentia Yorba Linda Unified School District, Placentia Rotary, Pedal Placentia, Placentia Collaborative, Placentia Rotary, California Walks, and Anaheim & Fullerton YMCAs. Several schools within the City, Melrose Elementary and Ruby Drive Elementary, held International Walk to School Day activities in collaboration with (OCTA) and County of Orange Health District. Walk 'n Rollers, a non-profit founded to encourage children to walk and bike to school, has been integral in planning many activities for this program. The key success for this program is establishing and addressing baseline awareness of traffic safety concerns specifically for pedestrians and cyclists, which will be built upon in the ATP. Similar events to those in this program will be conducted as part of ATP development to inform residents of future planning efforts for improving walking, biking and outdoor recreation opportunities throughout the school district. These outreach efforts will be not only focus on DAC areas, but will include outreach for all neighborhoods within PYLUSD (described in Task 3).

Yorba Linda and Placentia will also utilize the Orange County Safe Routes to School (OCSRTS) Action Plan, March 2021 (prepared by Orange County Transportation Authority (OCTA) and the Orange County Health Care Agency (OCHCA)) to guide development of their ATP (see Task 1). This Safe Routes to School Action Plan summarizes findings and recommendations for Safe Routes to School support throughout Orange County. The Plan recommends that the critical first step in improving SRTS in Orange County is to establish a countywide Safe Routes to School program. Staff from Yorba Linda attended a Working Group meeting in June 2021 for the OCSRTS Action Plan and will continue to be involved going forward.

Yorba Linda and Placentia will use the completed ATP to inform and prioritize ATP infrastructure and programmatic investments with City funds, as well as to pursue of grant opportunities. The cities anticipate that the Plan can be completed within 27 months.

## **Project Stakeholders**

The Cities of Yorba Linda and Placentia and the PYLUSD will form a Technical Advisory Committee (TAC) to ensure equitable participation and input from stakeholders in the ATP process. Stakeholders invited would include, but are not limited to: Caltrans District 12 staff, the Orange County Transportation Agency (OCTA), Orange County Health Care Agency (OCHCA, Orange County's public health department), PYLUSD staff, PTAs, students, Orange County

Sherriff's Department (contracted by Yorba Linda for law enforcement services), Placentia Police Department, St. Jude Community Services Program and St. Jude Wellness, Walk n' Rollers (non-profit), other non-profits, and city residents.

The proposed project partners/stakeholders are committed to this effort, and their missions include safety, wellness, and creating healthy communities. Active contributions to the planning and outreach efforts will include:

- 1) The City of Placentia will participate as an active partner in the planning and implementation of the Plan and will enter into an Interagency Agreement that specifies obligations and responsibilities regarding the Plan. The City will provide input on existing conditions, provide representation and advice on locations for meetings and events, participate in project implementation and prioritization, and contribute significantly to final plan development and approval.
- 2) PYLUSD is a critical member of the project team, and the District's boundary defines the proposed project area. Their participation will inform all Plan elements related to Safe Routes to Schools (SRTS). This will include providing information about current safety concerns, helping to coordinate community meetings and securing information from parents and students, conducting walking/biking audits and counts, reviewing plan information and informing final decisions about project priority, helping secure grant funding for priority projects within the PYLUSD domain (where applicable Department of Education grant funding is available), and developing a comprehensive and robust non-infrastructure program as part of the overall final Plan.
- 3) As the contracted law enforcement agency responsible for public safety in the City of Yorba Linda, the Orange County Sheriff's Department (OCSD) will participate as an active partner by participating in the TAC and providing collision data and expert analysis (e.g., collision hot spots, safe routes to school mitigation needs, etc.). The OCSD will be instrumental in identifying project ideas to mitigate risk and enforcement activities as part of the non-infrastructure program.
- 4) As the law enforcement agency responsible for public safety in the City of Placentia, the Placentia Police Department (PD) will participate as an active partner by serving on the TAC and providing collision data and expert analysis (e.g., collision hot spots, safe routes to school mitigation needs, etc.). The Placentia PD will be instrumental in identifying project ideas to mitigate risk and enforcement activities as part of the non-infrastructure program.
- 5) Orange County Health Care Agency (OCHCA) will assign a Health Educator/SRTS Program Coordinator from the Injury Prevention Program to serve as lead OCHCA representative to the project. This designated lead person will have the ability and authority to bring in two additional Health Educators on project activities that take more staffing. For example, these additional health educators will assist the PYLUSD by conducting walkability audits and organizing parent and/or community meeting(s). OCHCA will leverage existing community relationships to connect with residents. OCHCA will also provide resources and training to support SRTS non-infrastructure education and encouragement activities.
- 6) St. Jude Community Services Program and St. Jude Wellness will provide a staff member to participate on the TAC; attend community workshops and provide input, especially as it relates to Title I schools and disadvantaged community needs and priorities; help identify priority projects; coordinate and integrate existing healthy lifestyle programs (e.g., Move More program in North Orange County, which includes PYLUSD) into the infrastructure and non-infrastructure priority projects; and review and provide feedback on the draft and final Plans.
- 7) Caltrans District 12 will provide technical support and recommendations on state, regional, and local transportation goals.

In addition to these participating stakeholders, other supporters include the Orange County Transportation Agency and local elected officials. Please see the Letters of Support Attachment describing partners' and supporters' commitments.

An experienced consultant will be hired to assist with the planning process to ensure relevant expertise and best practices are incorporated into the project in partnership with Yorba Linda, Placentia, PYLUSD, and the Technical Advisory Committee, the consultant will perform Task 1- 6 of this Scope of Work.

### **Overall Project Objectives**

The Yorba Linda/Placentia Active Transportation Plan will:

- Integrate plans for active transportation, safe routes to schools and trails within the boundary of the PYLUSD;
- Provide connectivity of trails and pathways within and between the City of Yorba Linda and the City of Placentia;
- Improve sidewalks and intersections for pedestrians;
- Provide safer, more accessible walking and bicycling options for residents of Yorba Linda and Placentia, as well as children within PYLUSD schools and their families;
- Promote walking and bicycling to schools, work and other destinations (church, shopping centers, etc.) as a way to improve health;
- Ensure that disadvantaged communities fully share in program benefits;
- Identify prioritized infrastructure and programs based in identified needs and best practices;
- Identify safety, infrastructure, and programmatic barriers to walking and biking;
- Provide a broad spectrum of projects to benefit many types of active transportation users;
- Identify evaluation metrics to determine if the ATP is meeting project objectives; and
- Strengthen social equity within project area by prioritizing focal areas in disadvantaged communities;
- Reduce emissions of greenhouse gases related to vehicle travel by increasing the number of residents using sidewalks, bikeways, and trails.

### **Summary of Project Tasks**

Project Management activities are identified within the task where they occur. This task includes project administration only and costs will not exceed 5% of project budget.

#### **Task 01: Project Administration**

Yorba Linda will schedule and hold a kick-off meeting with Caltrans District 12 staff within one month after the executed grant award. The purpose of the kick-off meeting will be to discuss grant procedures and project expectations including invoicing, quarterly reporting, and other relevant project information. An agenda will be sent in advance of the kick-off meeting and meeting notes will be sent to appropriate parties within one week following the meeting.

As an initial activity under this task, a kick-off meeting will be scheduled with project staff from Yorba Linda, Placentia, Caltrans District 12, the selected Consultant and others as relevant. Items for discussion will include project tasks, project timeline, review process, required deliverables, communication channels, existing data and reports, and other project elements as necessary. An agenda will be prepared by the Consultant to guide the meeting and resulting meeting minutes will be prepared and distributed. Yorba Linda will submit Quarterly Progress Reports (QRP) and invoices to Caltrans District 12 staff per State Fiscal Year quarterly reporting schedule (July – September, October – December, January – March, April – June) for the entirety of the project. Invoices will show project costs incurred and matching funds by line item during the invoice reporting timeframe. Yorba Linda will manage and administer the grant project according to the Grant Application Guidelines, Regional Planning Handbook, and the executed grant contract between Caltrans and Yorba Linda.

Task Deliverables
<ul style="list-style-type: none"> <li>• Kick-off meeting with Caltrans - agenda and meeting notes</li> <li>• Project kick-off meeting, agenda, and meeting notes</li> <li>• Quarterly invoices and progress reports</li> <li>• Projects status meetings, agenda, meeting notes</li> </ul>

## Task 02: Consultant Procurement

Per City of Yorba Linda standard procurement procedures, the City will procure an experienced consultant, consistent with state and federal requirements, Local Assistance Procedures Manual for procuring non-Architectural and Engineering consultants, the Grant Application Guide, Regional Planning Handbook, and the executed grant contract between Caltrans and the City. The City will develop a complete scope of work and Request for Proposal (RFP) for qualified professional consulting firms to provide the required contract services as requested, which will include Tasks 1 – 6 of this Scope of Work. The City will review proposals submitted by the consultants and select the top qualified consultant to perform the work. Proposals will be reviewed by an Evaluation Committee, with scoring in accordance with criteria identified in the RFP. Upon successfully negotiating an acceptable scope and fee, a professional services agreement with the selected Consultant will be scheduled for award by the Yorba Linda City Council. A copy of the award package will be submitted to Caltrans.

Task Deliverables
<ul style="list-style-type: none"> <li>• Request for Proposal package</li> <li>• Copy of contract between consultant and City of Yorba Linda</li> <li>• Copy of Award Package for Caltrans</li> </ul>

## Task 1: Existing Conditions

This task includes collection and review of existing plans, policies, programs, and data by the Consultant. Existing plans will likely include, but not be limited to: 1) Yorba Linda's Mobility Element of the General Plan, updated Housing Element of the General Plan, Parks and Recreation Master Plan, Riding, Hiking, and Bikeway Trails Element (Trails Master Plan of the General Plan), ADA Accessibility Plan, and Local Highway Safety Plan; 2) Placentia's Mobility Element of the General Plan; Health, Wellness, and Environmental Justice Element of the General Plan; and Open Space and Recreation Element of the General Plan; 3) Orange County Transportation Authority's (OCTA) SRTS Action Plan, OCTA's Orange County (OC) Bikeways Map, and OCTA's OC Active website; 4) SCAG's Connect SoCal.; and 5) Caltrans Toward an Active California State Bicycle + Pedestrian Plan, and relevant State policies and programs.

Additionally, project status meetings will be scheduled on a regular basis between Yorba Linda/Placentia and the Consultant to review project schedules, budgets, and deliverables. The Consultant will submit complete invoice and progress report packages to the City on a monthly basis. The invoice and progress reports will be submitted in a format that aligns with Caltrans invoicing and QPR requirements.

To support development of the Multi-Agency ATP, the Consultant will gather existing conditions

and background data for each school in the PYLUSD, bikeways, trails, sidewalks, existing land uses within the PYLUSD boundary, population characteristics, travel projections, and collision data. The Consultant will conduct traffic counts at selected locations to include project schools

as well as other areas of interest, and pedestrian and bicyclist counts, in order to assess demand that can identify areas for improvement and prioritize potential projects. The Consultant will also prepare base maps for each school showing the school location, enrollment boundaries, school bus routes and ridership, and crossing guard locations, and other pertinent information. Base maps of existing bike paths and trails will be prepared. Sidewalk gaps will also be mapped.

A summary of existing conditions will be prepared to document methods and findings and will be included in the draft and final ATP.

Task Deliverables
<ul style="list-style-type: none"> <li>Existing conditions mapping</li> <li>Existing conditions summary</li> <li>Consultant project status reports and invoices</li> </ul>

## Task 2: Analysis

The ATP will support efforts to promote active transportation options through pedestrian, and bicycle, and equestrian improvements in the PYLUSD, the City of Yorba Linda, and the City of Placentia. Development of the plan will include analysis of existing pedestrian and bicycle conditions.

As part of the Plan, an existing conditions analysis will be conducted. A description of the methodology used, rankings developed for sidewalk and trail segments, and resulting priorities will be described in the ATP. Criteria used to rank segments may include: 1) condition of sidewalk/pathway and associated characteristics such as obstructions, slope, grade, curb ramp configuration, and others; 2) Distance from pedestrian generators; 3) health data; 4) socioeconomic data; 5) capital Improvement project lists; and 6) school proximity.

A bicycle/pedestrian collision analysis will be performed. Collision data involving pedestrians will be gathered from the California Transportation Injury Mapping System (TIMS) which utilizes the California Statewide Integrated Traffic Records System (SWITRS). The analysis will include safety requirements for the Active Transportation Program. Additionally, Consultant will identify specific analyses that focus on prioritizing the La Jolla and Old Town disadvantaged project areas.

An initial analysis with tract maps and other historical documents will be conducted. The research results will be analyzed to determine where appropriate easements exist that might be used to construct or extend trails. areas that contain easements for either recreational or equestrian trails will be selected for fieldwork analysis. The fieldwork will focus on rights-of-way identified as either planned equestrian trails or planned local multipurpose trails. Routes identified as planned equestrian trails will be analyzed in the field as potential earthen multipurpose trails. Routes identified as planned local multipurpose trails will be examined for potential for multipurpose trails, paved paths, bicycle paths, bicycle lanes or bicycle routes.

The findings of these analyses will be provided in an Analysis Memo and included in the draft and final ATP.

Task Deliverables
<ul style="list-style-type: none"> <li>Summary of Analysis/Analysis Memo</li> </ul>

### **Task 3: Public Outreach and Engagement**

To manage public engagement activities, a Public Outreach and Engagement Plan will be prepared by the Consultant in collaboration with Yorba Linda and Placentia. The plan will include community engagement tools and events to be used throughout the development of the ATP. Events will be publicly noticed to ensure maximum attendance. Notices will be in English and Spanish, as necessary. Spanish and sign language interpreters will be present at workshops, as requested. In addition, all in-person activities will comply or be adjusted to align with COVID-19 safety protocols, as applicable.

A priority of the Outreach and Engagement Plan will be to include a strategy to fully engage disadvantaged communities, including outreach in multiple languages and means to reach groups that may not participate in traditional planning events. The plan will also include strategies for engaging with all project stakeholders. Each city will work with its Accessibility/ADA Coordinator to ensure that community engagement materials and events meet or exceed accessibility requirements so all residents can participate, including non-English speakers, those without childcare or transportation, and those who work nights/weekends. Project representatives will attend different community events to gather public input. Specific outreach methods include: 1) a project-specific that includes interactive features to make the project engaging and easy to understand so as to encourage input (This will be especially important should COVID-19-related orders restricting public gatherings still be in effect); 2) Survey questions or announcements on municipal websites; 3) community workshops in various parts of each city with interpreters and child-friendly activities; 4) at least six interactive pop-ups at community events such as farmers markets, street fairs, school events, food truck events, or neighborhood gatherings; 5) walk audits; 6) social media channels such as Facebook, Twitter, and NextDoor and 7) a monthly e-newsletter. For each of the above outreach methods, as necessitated by specific project requirements, information may also be communicated in Spanish.

Project webpages will be developed by the Consultant for the cities' websites and social media platforms. Developed content will promote outreach and education materials, document workshops, promote surveys, workshops, and walk audits. The draft and final ATP will also be provided on these websites. The website will allow stakeholders to submit feedback without attending in-person events, if preferred.

Particular to the SRTS segment of the Plan, the Consultant will use the standardized Student Travel Tally and Parent Survey questionnaires from the National Center for Safe Routes to School to collect data on student travel modes and parent attitudes about walking and bicycling to school. Data collection will be conducted twice, once at the beginning of the SRTS Plan project and once at the end. The Consultant will summarize these findings into a Student Travel Tallies and Parent Surveys Analysis Memo. The Consultant will emphasize outreach efforts to encourage participation of audiences within the areas of school sites within disadvantaged communities to increase social equity.

The Consultant will conduct up to four ATP Workshops for school staff, parents, law enforcement, health agencies and organizations, and other stakeholders. The purpose of the workshops will be to introduce the ATP project. Several of the workshops will focus on SRTS and will educate the attendee on the 6 Es of SRTS (Engagement, Equity, Encouragement, Education, Engineering, and Evaluation). At least two workshops will be held at a school or location near a disadvantaged school (defined as a school where 75% or more of students are eligible for Free and Reduced-Price Meals).

The Consultant will also conduct "pop-up workshops" at up to six public events in order to inform and solicit feedback from the community on the elements of the ATP. The consultant will prepare questionnaires, handouts and photo boards for the workshops to easily provide and gather information.

Another engagement tool will be walk audits to assess walking and biking conditions. Each walk audit will include "stops" at various locations in which participants will discuss barriers to mobility, and provide input on preferred improvements. Walk audits for SRTS will include evaluation project school sites during the morning arrival or afternoon dismissal period. The purpose of these walk audits is to observe conditions and behaviors, and to identify specific challenges or impediments that currently limit walking and biking to and from schools. The Consultant will provide participants who are unable to participate in the walk audits with another way to give input, such as through a web-based mapping tool where participants can "pin" locations and write the issues or concerns for the marked location. The Consultant will summarize results of each walk audit, including stakeholder feedback and photos, into a Walk Audit Report.

Stakeholder participation will be encouraged as a component of each task deliverable. Stakeholder inclusion and attendance during the outreach and engagement planning will be woven into development of both the draft and final plans.

Task Deliverables
<ul style="list-style-type: none"> <li>• Outreach and Engagement Plan</li> <li>• Project webpages</li> <li>• Surveys/Questionnaires</li> <li>• PowerPoint presentations</li> <li>• Website announcements</li> <li>• Photos, outreach materials/handouts</li> <li>• Walk audit reports</li> <li>• Student Travel Tallies and Parent Surveys Analysis Memo</li> <li>• Pop-Ups/ Workshops</li> </ul>

#### Task 4: Technical Advisory Committee

The Consultant will compile a list of invitees to participate in the ATP Technical Advisory (TAC). Invitees will likely include Caltrans District 12 staff, City of Yorba Linda staff, City of Placentia staff, PYLUSD staff, the Orange County Transportation Agency (OCTA) active transportation and SRTS staff, Orange County Health Care Agency, Orange County Sheriff's Department, Placentia Police Department, St Jude Wellness, PTA representatives, and community-based organizations.

The Consultant will prepare TAC meeting agendas and meeting notes. It is assumed that the TAC will meet at least eight times (approximately quarterly or when issues require input) throughout the project. The TAC will advise the Consultant on potential project and programmatic recommendations that align with their goals. The TAC will also provide input prior to major engagement activities and will review key project deliverables prior to posting to the public or decision-makers.

Consultant will include an engagement activity or subtask to incorporate land-use planners and associated technical professionals from applicable agencies during the TAC development and coordination stages. Information on existing and upcoming/planned transportation, land-use and housing projects will be researched and compiled by consultant to inform TAC deliverables. Additionally, consultant will develop materials to encourage participation and inclusion of PTA members and students from the schools and census tracts that are located in disadvantaged communities as members of the TAC.



Task Deliverables
<ul style="list-style-type: none"> <li>• Confirmed list of TAC members</li> <li>• Agendas and meeting minutes (including action items)</li> <li>• Lists of meeting attendees</li> </ul>

### Task 5: Draft and Final Plan

The ATP will document existing conditions, the analyses performed, and recommendations for priority active transportation projects throughout the project boundaries. Recommendations will include preliminary cost estimates that align with the requirements of the California Transportation Committee (CTC) Active Transportation Program, so that the recommendations can be incorporated into future grant applications for implementations. All recommendations, maps, and cost estimates will be included in the Draft and Final Multi-Agency Active Transportation Plan. Projected financial needs will also be included for priority projects and programs along with anticipated revenue sources and potential grant funding.

The Consultant will prepare a Draft ATP for City staff (Yorba Linda and Placentia) review. The Draft ATP will be aligned with the CTC Active Transportation Program guidance and will include a summary of actionable next steps for implementing the project recommendations. The Consultant will incorporate City staffs' comments as applicable and prepare a revised Draft ATP for stakeholder and general public review. The plan will be in a format that is compatible for uploading to the Cities' websites and used individually as needed. A request for public comments will be advertised through various media per each City's requirements. The draft ATP will include specific reference to disadvantaged communities within the plan boundaries that will benefit by prioritization of these targeted areas. The draft plan will include clearly delineated section(s) that outline the disadvantaged community areas, as identified in the introduction of this document, in order to bolster prioritizing elements of the project that will benefit those groups.

At the end of the public comment period, the Consultant will compile all comments and prepare responses. This response to comments document will be made available for public access on the Cities' websites. The Consultant will incorporate stakeholder and public comments into the Final ATP, as applicable, and will prepare the Final ATP in formatted, electronic form. The Final ATP will credit Caltrans on the cover and title page, and will be submitted to Caltrans in an ADA accessible electronic copy.

Task Deliverables
<ul style="list-style-type: none"> <li>• Internal Draft ATP for City of Yorba Linda and Placentia review</li> <li>• Draft ATP for Stakeholder and General Public review</li> <li>• Compilation of Public Comments and Responses</li> <li>• Final Plan with credit to Caltrans on cover Page (submitted to Caltrans in an ADA accessible electronic copy)</li> </ul>

### Task 6: Board Review/Approval

The Final AT Plan will be scheduled on the Yorba Linda and Placentia City Councils' calendars/agendas for final adoption. Cities' staff and the Consultant will prepare a summary report of the Final AT Plan and present this to their respective City Council at a regularly

scheduled monthly meeting. If any critical issues are raised, The Consultant will respond and resolve these issues, so Plan adoption can be finalized. After adoption, both Cities' staff will work collaboratively to finalize budgets, seek grant funding opportunities, and initiate project implementation on those projects identified as having the highest priority.

Task Deliverables
<ul style="list-style-type: none"><li>• City of Yorba Linda Board Agenda</li><li>• City of Placentia Board Agenda</li><li>• ATP Report presentation materials</li><li>• City of Yorba Linda meeting minutes with board acceptance/approval</li><li>• City of Placentia meeting minutes with board acceptance/approval</li></ul>