

MEMORANDUM OF UNDERSTANDING NO. C-X-XXXX

MEMORANDUM OF UNDERSTANDING NO. C-X-XXXX

BETWEEN

ORANGE COUNTY TRANSPORTATION AUTHORITY

AND

CITIES OF SANTA ANA, FOUNTAIN VALLEY, TUSTIN

FOR

AMENDMENT OF THE MASTER PLAN OF ARTERIAL HIGHWAYS

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as "MOU") is effective this _____ day of _____, 2020, by and between the Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, California 92863-1584 (hereinafter referred to as "AUTHORITY"), and the City of Santa Ana, City of Fountain Valley, and the City of Tustin (hereinafter collectively referred to as "AGENCIES" and individually as "AGENCY"). AUTHORITY and each AGENCY are sometimes referred to collectively in this MOU as the "PARTIES" and individually as "PARTY."

RECITALS

WHEREAS, AUTHORITY administers the Master Plan of Arterial Highways (hereinafter referred to as "MPAH") including the review and approval of amendments requested by local agencies; and

WHEREAS, the CITY of Santa Ana has prepared an update of their General Plan which includes changes to their Circulation Element to enhance bicycle and pedestrian facilities along arterial roadways and changes to their Land Use Element for consistency with population and housing projections developed by the Southern California Association of Regional Government's Regional Transportation Plan/Sustainable Communities Strategies (adopted May 7, 2020); and

WHEREAS, the CITY of Santa Ana's updates to the Circulation Element will require roadway reconfigurations and/or reductions of existing or planned travel lanes to roadway segments on the MPAH; and

MEMORANDUM OF UNDERSTANDING NO. C-X-XXXX

1 **WHEREAS**, the CITY of Santa Ana has requested an Amendment to the MPAH as set forth in
2 Exhibit A, entitled "Amendment to the MPAH," attached to and, by this reference, incorporated in and
3 made a part of this agreement; and

4 **WHEREAS**, traffic analyses conducted as part of the MPAH amendment process determined that
5 the Amendment to the MPAH would result in projected changes to future traffic patterns; and

6 **WHEREAS**, these projected changes in future traffic patterns results in a determination that
7 appreciable impacts may occur in the CITIES of Santa Ana, Fountain Valley, Orange and Tustin; and

8 **WHEREAS**, AGENCIES have established Level of Service (LOS) "D" as their minimum
9 acceptable LOS and an appreciable impact is defined as an increase in Intersection Capacity Utilization
10 ("ICU") of 0.01, or otherwise adopted by the respective AGENCY, for intersections currently operating at
11 an unacceptable level of service; and

12 **WHEREAS**, Exhibit B titled "SUMMARY OF MPAH AMENDMENT APPRECIABLE IMPACTS
13 AND TRAFFIC SHARE", provides a summary of the appreciable impacts occurring at intersections as a
14 result of the Amendment to the MPAH (in ICU for city controlled facilities and Highway Capacity Manual
15 [HCM] for state controlled facilities); and

16 **WHEREAS**, the CITIES of Orange, Fountain Valley, and Tustin are Affected Agencies, having
17 appreciable impacts occurring within their jurisdictions as a result of the CITY of Santa Ana's Amendment
18 to the MPAH; and

19 **WHEREAS**, the CITY of Orange is also an Affected Agency because the CITY of Santa Ana's
20 Amendment to the MPAH includes reclassifying a roadway shared between the CITIES of Santa Ana
21 and Orange, Fairhaven Avenue between Grand Avenue to Tustin Street; and

22 **WHEREAS**, both the CITIES Santa Ana and Orange must amend their respective General Plans
23 and comply with the California Environmental Quality Act (CEQA) to finalize the Fairhaven Avenue
24 amendment per the Guidance to the Master Plan of Arterial Highways; and

25 **WHEREAS**, the Affected Agencies have reviewed the CITY of Santa Ana's Amendment to the
26 MPAH; and

1 **WHEREAS**, the Affected Agencies have provided letters of support for the CITY of Santa Ana's
2 Amendment to the MPAH; and

3 **WHEREAS**, the CITY of Orange has requested to not be a Party to this MOU; and

4 **WHEREAS**, AUTHORITY provides high quality transit service with 15-minute headways during
5 peak commute hours on the 1st Street corridor and McFadden Avenue corridor; and

6 **WHEREAS**, the CITY of Santa Ana proposes to reclassify the 1st Street corridor and McFadden
7 Avenue corridor as part of the Amendment to the MPAH; and

8 **WHEREAS**, the reclassifications of the 1st Street corridor and McFadden Avenue corridor will
9 result in lane reductions; and

10 **WHEREAS**, lane reductions on the 1st Street corridor and McFadden Avenue corridor may result
11 in reduced travel speeds and therefore longer average transit travel times which in turn may lower bus
12 ridership; and

13 **WHEREAS**, improvements have been identified to mitigate potential impacts, preserve the
14 operational integrity of the MPAH system, and maintain or improve AUTHORITY's high-quality transit
15 service; and

16 **WHEREAS**, AUTHORITY, as the transportation agency for Orange County, and the CITIES of
17 Santa Ana, Fountain Valley, and Tustin desire to enter into an MOU to work as partners to mitigate
18 impacts from the CITY of Santa Ana's requested Amendment to the MPAH; and

19 **WHEREAS**, AUTHORITY's Board of Directors approved this Amendment to the MPAH, subject
20 to approval of a general plan amendment by the CITIES of Santa Ana and Orange, and authorized
21 negotiation and execution of an MOU with the cities of Santa Ana, Fountain Valley, and Tustin for the
22 implementation of proposed intersection mitigation improvements on November 9, 2020. Exhibit C to this
23 MOU contains the background for the Amendment to the MPAH, as it is the Staff Report approved by the
24 AUTHORITY's Regional Planning & Highways Committee on November 2, 2020 and by the
25 AUTHORITY's Board of Directors on November 9, 2020; and
26

1 **WHEREAS**, all PARTIES agree upon Exhibit D, "MITIGATION IMPROVEMENTS AND
2 MONITORING PROGRAM" which identifies improvements that could mitigate the appreciable impacts
3 resulting from the implementation of the CITY of Santa Ana's Amendment to the MPAH; and

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

5 **ARTICLE 1. COMPLETE AGREEMENT:**

6 A. This MOU, including all exhibits and documents incorporated herein and made applicable
7 by reference, constitutes the complete and exclusive statement of the term(s) and condition(s) of the
8 MOU between the PARTIES concerning the Amendment to the MPAH and supersedes all prior
9 representations, understandings and communications concerning the same subject matter between the
10 PARTIES. The invalidity, in whole or part, of any term or condition of this MOU shall not affect the validity
11 of other term(s) or conditions(s) of this MOU. The above referenced recitals are true and correct and are
12 incorporated by reference herein.

13 B. Any PARTY'S failure to insist on any instance(s) of performance of any term(s) or
14 condition(s) of this MOU shall not be construed as a waiver or relinquishment of rights to such
15 performance or to future performance of such term(s) or condition(s), and obligations in respect thereto
16 shall continue in full force and effect.

17 **ARTICLE 2. MUTUAL RESPONSIBILITIES OF ALL PARTIES:**

18 A. Each PARTY to this MOU agrees to cooperate and coordinate with the other PARTIES to
19 this MOU and their respective staff, contractors, consultants, and vendors, etc. providing services
20 required under this MOU to the extent practicable.

21 B. All PARTIES to this MOU agree to work diligently together, and in good faith, toward the
22 resolution of any unforeseen issues and disputes arising out of the performance of this MOU.

23 **ARTICLE 3. RESPONSIBILITIES OF AUTHORITY:**

24 AUTHORITY agrees to the following responsibilities:

25 A. AUTHORITY shall administer the MPAH, including updating the MPAH to reflect the
26 Amendment to the MPAH upon fulfillment of the following conditions:

1. AUTHORITY's Board of Directors' conditional approval of the Amendment to the

MPAH. With the exception of Fairhaven Avenue, the AUTHORITY's Board of Directors' approval of the Amendment to the MPAH will not become final until conditions 2 and 3 below have been satisfied. For the amendment on Fairhaven Avenue, the AUTHORITY'S Board of Directors' approval will not become final until conditions 3 and 4 below has been satisfied;

2. Receipt of an original, fully executed MOU (signed by all PARTIES);
3. Receipt of documentation that that the CITY of Santa Ana has amended their General Plan to reflect the Amendment to the MPAH;
4. Receipt of documentation that that the CITY Orange has amended their General Plan to reflect Fairhaven Avenue between Grand Avenue to Tustin Avenue as a divided collector (two-lane, divided).

B. AUTHORITY shall lead a cooperative study funded by the CITY of Santa Ana to identify appropriate and feasible transit improvements (including but not limited to queue-jump lanes and transit signal priorities) to maintain or improve AUTHORITY'S high quality transit service on the 1st Street corridor and McFadden Avenue corridor. The cooperative study will identify the funding and implementation responsibilities between the CITY of Santa Ana and AUTHORITY. The recommendations from the cooperative study shall be incorporated into the design of the complete street projects along the 1st Street corridor and McFadden Avenue corridor, unless otherwise agreed upon.

C. AUTHORITY shall utilize the funding provided by the CITY of Santa Ana on the cooperative study.

D. AUTHORITY and the CITY of Santa Ana shall mutually coordinate implementation of feasible transit improvements identified from the cooperative study to maintain or improve AUTHORITY'S high-quality transit service. AUTHORITY and CITY of Santa Ana shall implement the improvements prior to or at the time of construction of the complete street projects along the 1st Street corridor and McFadden Avenue corridor, unless otherwise agreed upon.

ARTICLE 4. RESPONSIBILITIES OF CITY OF SANTA ANA:

The CITY of Santa Ana agrees to the following responsibilities:

1 A. The CITY of Santa Ana shall amend the Circulation Element of its General Plan to reflect
2 the Amendment to the MPAH, and in doing so, shall comply with the requirements of the California
3 Environmental Quality Act.

4 B. The CITY of Santa Ana shall implement the mitigation improvements for impacted
5 intersections within the CITY of Santa Ana's jurisdiction. The CITY of Santa Ana's proposed mitigation
6 measures for impacts within the CITY of Santa Ana's jurisdiction are identified in Exhibit D, as well as
7 detailed below:

- 8 1. Bristol Street and 1st Street: The CITY of Santa Ana shall add an eastbound right-
9 turn pocket. The CITY of Santa Ana shall not reduce the existing westbound lane
10 configuration when implementing the 1st Street complete street project. The
11 westbound approach lane configuration shall remain as one left lane, one thru lane,
12 and one thru-right lane. The CITY of Santa Ana shall include this mitigation
13 improvement in their Capital Improvement Plan and implement the project (1) within
14 the CIP horizon year; (2) before the Intersection Capacity Utilization (ICU) exceeds
15 the pre-amendment to the MPAH ICU trigger; or (3) during construction of the CITY
16 of Santa Ana's complete street project(s) if the intersection improvement falls along
17 such a facility, whichever occurs first.
- 18 2. Bristol Street and Segerstrom Avenue: The CITY of Santa Ana shall add a
19 northbound right-turn pocket. The CITY of Santa Ana shall construct the eastbound
20 and westbound approach lane configurations as one left turn, two thru lanes, and
21 one thru-right lane. The CITY of Santa Ana shall include this mitigation improvement
22 in their Capital Improvement Plan and implement the project (1) within the CIP
23 horizon year; (2) before the Intersection Capacity Utilization (ICU) exceeds the pre-
24 amendment to the MPAH ICU trigger; or (3) during construction of the CITY of Santa
25 Ana's complete street project(s) if the intersection improvement falls along such a
26 facility, whichever occurs first.
3. Flower Street and 1st Street: The CITY of Santa Ana shall not reduce the existing

northbound lane configuration when implementing the Flower Street complete street project. The northbound approach lane configuration shall remain as one left turn lane, two thru lanes, and one right turn lane.

4. Standard Avenue and 4th Street: This intersection does not currently exist. The CITY of Santa Ana will construct the intersection as identified in Exhibit D. The northbound and southbound lanes shall be constructed as one left turn lane, one thru lane, and one right turn lane when the intersection is established. The eastbound and westbound lanes shall be constructed as one left turn lane, one thru lane, and one thru-right lane when the intersection is established.
5. Grand Avenue and McFadden Avenue: The CITY of Santa Ana shall not reduce the existing eastbound lane configuration when implementing the McFadden Avenue complete street project. The eastbound approach lane configuration shall remain as one left lane, one thru lane, and one thru-right lane.
6. Tustin Avenue and Santa Clara Avenue: The CITY of Santa Ana shall not reduce the existing eastbound and westbound lane configuration when constructing the Santa Clara Avenue complete street project. The eastbound and westbound lane configuration shall remain as one left turn lane, one thru lane, and one thru-right lane.

C. The CITY of Santa Ana shall transfer a lump sum of \$250,000 to AUTHORITY within 30 days of the execution of this MOU to fund a cooperative study led by AUTHORITY. The cooperative study will identify appropriate and feasible transit improvements (including but not limited to transit signal priority and/or queue-jumping lanes) to maintain or improve AUTHORITY'S high quality transit service on the 1st Street corridor and McFadden Avenue corridor. The cooperative study shall identify the funding and implementation responsibilities between the CITY of Santa Ana and AUTHORITY. The recommendations from the cooperative study shall be incorporated into the design of the complete street projects along the 1st Street corridor and McFadden Avenue corridor, unless otherwise agreed upon.

D. The CITY of Santa Ana and AUTHORITY shall mutually coordinate implementation of feasible transit improvements identified from the cooperative study to maintain or improve AUTHORITY'S

1 high-quality transit service. CITY of Santa Ana and AUTHORITY shall implement the improvements prior
2 to or at the time of construction of the complete street projects along the 1st Street corridor and McFadden
3 Avenue corridor, unless otherwise agreed upon.

4 E. The CITY of Santa Ana enters into this MOU in order for the above mitigation measures
5 to be implemented.

6 F. The CITY of Santa Ana shall coordinate with the CITIES of Fountain Valley and Tustin to
7 fund mitigation improvements for impacts due to the amendment to the MPAH outside of the CITY of
8 Santa Ana. Proposed mitigation improvements and 2020 estimated costs for the proposed mitigation
9 improvements are included in Exhibit D. If an alternative improvement is identified beyond those listed on
10 Exhibit D, or if a buyout option is desired, there must be agreement for the alternative amongst the
11 appropriate jurisdictions. At the time of mitigation improvement implementation or buy out, the CITY of
12 Santa Ana shall incorporate cost changes, which may include cost changes based on the California
13 Construction Cost Index or the County of Orange's assessment of land value, to their funding contribution
14 to the CITIES of Fountain Valley and Tustin. This includes the following intersections:

- 15 1. Euclid Street and Edinger Avenue: This intersection is located within CITY of Fountain
16 Valley. Prior to the ICU LOS at the intersection of Euclid Street and Edinger Avenue
17 exceeding the pre-amendment to the MPAH ICU LOS of 0.99, the CITY of Santa Ana
18 shall fund, at minimum, their fair share cost allocation for mitigation improvement at
19 the Euclid Street and Edinger Avenue intersection.
- 20 2. Red Hill Avenue and Warner Avenue: This intersection is shared with the CITY of
21 Tustin. The CITY of Santa Ana shall monitor the Red Hill Avenue and Warner Avenue
22 intersection every two years, and shall provide the monitoring results to the CITY of
23 Tustin. Monitoring shall begin two years after the MOU is executed. Prior to the ICU
24 LOS at the intersection of Red Hill Avenue and Warner Avenue exceeding the pre-
25 amendment to the MPAH ICU LOS of 0.88, the CITY of Santa Ana shall fund the cost
26 of the Red Hill Avenue and Warner Avenue improvement.

G. The CITY of Santa Ana shall maintain funding available, for a minimum of 10 years, to

1 contribute their fair share cost allocation to the agency leading the mitigation improvement, as identified
2 in Exhibit D, at the SR-55 NB Ramps/Del Amo Avenue and Newport Avenue intersection. The CITY of
3 Santa Ana shall incorporate cost changes, which may include cost changes based on the California
4 Construction Cost Index or the County of Orange's assessment of land value, at the time of mitigation
5 improvement implementation. This funding shall be provided to the agency leading and implementing the
6 improvement at this intersection.

7 H. The CITY of Santa Ana shall provide status reports to AUTHORITY on the progress of
8 the cooperative transit study and subsequent implementation of transit improvements and strategies,
9 Article 4 Subsections C and D, every odd year through the MPAH Certification Review Process of the
10 Measure M2 Eligibility Submittal.

11 **ARTICLE 5. RESPONSIBILITIES OF THE CITY OF FOUNTAIN VALLEY:**

12 The CITY of Fountain Valley agrees to the following responsibilities:

13 A. CITY of Fountain Valley enters into this MOU to implement one of the three proposed
14 mitigation improvements at the Euclid Street and Edinger Avenue intersection, as identified in Exhibit D.
15 The improvement is not meant to be prescriptive. If an alternative improvement, which meets the overall
16 objective of achieving and/or maintaining the pre-amendment to the MPAH ICU, is identified then that
17 improvement shall be considered acceptable and shall be implemented as a substituted solution if there
18 is agreement amongst the CITIES of Fountain Valley and Santa Ana.

19 B. CITY of Fountain Valley should include the mitigation improvement in their next CIP. The
20 improvement should be implemented prior to the intersection reaching the pre-amendment to the MPAH
21 ICU LOS of 0.99, LOS E as shown in Exhibit D.

22 C. CITY of Fountain Valley shall utilize funding provided by the CITY of Santa Ana to
23 implement the mitigation improvement.

24 **ARTICLE 6. RESPONSIBILITIES OF THE CITY OF TUSTIN:**

25 The CITY of Tustin agrees to the following responsibilities:

26 A. CITY of Tustin enters into this MOU to implement the proposed mitigation improvement
measure at the Red Hill Avenue and Warner Avenue intersection, as identified in Exhibit D. The

1 improvement is not meant to be prescriptive. If an alternative improvement, which meets the overall
2 objective of achieving and/or maintaining the pre-amendment to the MPAH ICU, is identified then that
3 improvement shall be considered acceptable and shall be implemented as a substituted solution if there
4 is agreement amongst the CITIES of Tustin and Santa Ana.

5 B. CITY of Tustin should include the mitigation improvement in their next CIP. The
6 improvement should be implemented prior to the intersection reaching the pre-amendment to the MPAH
7 ICU LOS of 0.88, LOS D, as shown in Exhibit D.

8 C. CITY of Tustin shall utilize funding provided by the CITY of Santa Ana to implement the
9 mitigation improvement.

10 **ARTICLE 7. DELEGATED AUTHORITY:**

11 The actions required to be taken by the AGENCIES in the implementation of this MOU are
12 delegated to each AGENCY's City Manager, or designee. Required actions to be taken by the
13 AUTHORITY in the implementation of this MOU are delegated to AUTHORITY's Chief Executive Officer,
14 or designee.

15 **ARTICLE 8. INDEMNIFICATION:**

16 A. Each PARTY shall indemnify, defend and hold harmless all other PARTIES, its officers,
17 directors, employees and agents from and against any and all claims (including attorney's fees and
18 reasonable expenses for litigation or settlement) for any loss or damages, bodily injuries, including death,
19 worker's compensation subrogation claims, damage to or loss of use of property, arising from the
20 negligent acts, omissions or willful misconduct by any PARTY, its officers, directors, employees or agents
21 in connection with or arising out of the performance of this MOU.

22 B. Indemnification and defense obligations of this MOU shall survive its expiration or
23 termination.

24 **ARTICLE 9. ADDITIONAL PROVISIONS**

25 The PARTIES agree to the following:
26

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1 A. Termination: This MOU shall continue in full force and effect until all terms and conditions
2 of this MOU are implemented, unless terminated earlier by mutual written consent by all the PARTIES to
3 this MOU.

4 B. This MOU may only be amended in writing at any time by the consent of all PARTIES.
5 No amendment shall have any force or effect unless executed in writing by all PARTIES.

6 C. AUTHORITY and AGENCIES shall comply with all applicable federal, state, and local
7 laws, statutes, ordinances and regulations in the performance of this MOU.

8 D. Successors in Interest: This MOU shall be binding upon and shall inure to the benefit of
9 the parties hereto and their respective heirs, personal representatives, successors, and assigns.

10 E. Attorney's Fees: In the event any action is brought between the PARTIES hereto relating
11 to this MOU or the breach thereof, the prevailing PARTY in such action shall be entitled to recover from
12 the other PARTY reasonable expenses, attorneys' fees and costs in connection with such action or
13 proceeding.

14 F. Legal Authority: Each of the undersigned represents and warrants that they are
15 authorized to execute this MOU on behalf of said PARTIES and that, by so executing this MOU, the
16 PARTIES hereto are formally bound to the provisions of this MOU.

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

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

24 I. Force Majeure: Any PARTY shall be excused from performing its obligations under this
25 MOU during the time and to the extent that it is prevented from performing by an unforeseeable cause
26 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;

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or a material act or omission by any other PARTY; when satisfactory evidence of such cause is presented to the other PARTIES, 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.

J. Assignment: Neither this MOU, nor any PARTY's rights, obligations, duties, or authority hereunder may be assigned in whole or in part by any PARTY without the prior written consent of all other PARTIES in their sole and absolute discretion. Any such attempted 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.

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

L. Governing Law: The laws of the State of California and applicable local and federal laws, regulations and guidelines shall govern this MOU.

M. Notices: Any notices, requests, or demands made between the PARTIES pursuant to this MOU are to be directed as follows:

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| To CITY OF Santa Ana: | To AUTHORITY: |
|---|--|
| City of Santa Ana | Orange County Transportation Authority |
| 20 Civic Center Plaza Santa Ana, CA 92701 | 550 South Main Street P. O. Box 14184 Orange, CA 92863-1584 |
| Attention: Kristine Ridge City Manager Tel: (714) 647-5200 Email: kridge@santa-ana.org | Attention: Meena Katakia, Manager, Capital Programs Tel: (714) 560-5694 Email: mkatakia@octa.net |

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| To CITY OF FOUNTAIN VALLEY: | To CITY OF TUSTIN: |
|--|--|
| City of Fountain Valley | City of Tustin |
| 10200 Slater Avenue | 300 Centennial Way |
| Fountain Valley, CA 92708 | Tustin, CA 92780 |
| Attention: Robert J. Houston City Manager | Attention: Matthew S. West City Manager |
| Tel: | Tel: |
| Email: | Email: Citymanager@tustinca.org |

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N. Successors and Assigns: The provisions of this MOU shall bind and inure to the benefit of each of PARTY hereto, and all successors or assigns of any PARTY hereto.

This MOU shall continue in full force and effect until all terms and conditions of this MOU are implemented, unless terminated earlier by written consent of all the PARTIES.

The above understandings are a guide to the intent and policies of the PARTIES to this MOU. This MOU shall be effective upon execution by all PARTIES.

IN WITNESS WHEREOF, the PARTIES hereto have caused this Memorandum of Understanding No. C-X-XXXX to be executed on the date first written above.

CITY OF SANTA ANA

ORANGE COUNTY TRANSPORTATION AUTHORITY

By: _____
Kristine Ridge
City Manager

By: _____
Darrell E. Johnson
Chief Executive Officer

ATTEST:

By: _____
Daisy Gomez
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Sonia Carvalho
City Attorney

By: _____
James Donich
General Counsel

APPROVAL RECOMMENDED:

By: _____
Nabil Saba
Executive Director, Public Works Agency

By: _____
Kia Mortazavi
Executive Director, Planning

Dated: _____

Dated: _____

Attachments:

Exhibit A: Amendment to the MPAH

Exhibit B: Summary of MPAH Amendment Appreciable Impacts and Traffic Share

Exhibit C: Amendment to the Master Plan of Arterial Highways Staff Report to the OCTA Board of Directors dated November 9, 2020

Exhibit D: Mitigation Improvements and Monitoring Program

1 **IN WITNESS WHEREOF**, the PARTIES hereto have caused this Memorandum of Understanding No.
2 C-X-XXXX to be executed on the date first written above.

3 **CITY OF FOUNTAIN VALLEY**

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5 By: _____
6 XXXX
7 City Manager

8 **APPROVED AS TO FORM:**

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10 By: _____
11 XXXX
12 City Attorney

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14 Dated: _____
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1 **IN WITNESS WHEREOF**, the PARTIES hereto have caused this Memorandum of Understanding
2 No. C-X-XXXX to be executed on the date first written above.

3 **CITY OF TUSTIN**

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5 By: _____
6 XXXX
7 City Manager

8 **APPROVED AS TO FORM:**

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10 By: _____
11 XXXX
12 City Attorney

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14 Dated: _____
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EXHIBIT A: AMENDMENT TO THE MPAH



MEMORANDUM OF UNDERSTANDING NO. C-X-XXXX

| Roadway | Limits | Proposed Reclassification |
|------------------------|---|--------------------------------------|
| Cambridge Street | Fairhaven Avenue to SR-22 | Secondary to Divided Collector |
| Fairhaven Avenue | Grand Avenue to Tustin Avenue | Secondary to Divided Collector |
| Santa Clara Avenue | Grand Avenue to Tustin Avenue | Secondary to Divided Collector |
| Broadway | 17 th Street to 1 st Street | Secondary to Divided Collector |
| Penn Way | I-5 SB Ramp to Washington Avenue | Secondary to Divided Collector |
| Santiago Avenue | Washington Avenue to 6 th Street | Secondary to Divided Collector |
| Standard Avenue | 6 th Street to Warner Avenue | Secondary to Divided Collector |
| Civic Center Drive | French Street to Santiago Street | Secondary to Collector |
| Civic Center Drive | Fairview Road to Bristol Street | Secondary to Divided Collector |
| Hazard Ave | Euclid Street to Harbor Boulevard | Secondary to Divided Collector |
| Raitt Street | Santa Ana Boulevard to Segerstrom Avenue | Secondary to Divided Collector |
| 1 st Street | Bristol Street to Tustin Avenue | Major to Primary |
| Chestnut Avenue | Standard Avenue to Grand Avenue | Secondary to Divided Collector |
| Chestnut Avenue | Grand Avenue to East City Limit | Primary to Divided Collector |
| McFadden Avenue | Harbor Boulevard to Grand Avenue | Secondary to Divided Collector |
| Flower Street | 1 st Street to Warner Avenue | Secondary to Divided Collector |
| Halladay Avenue | Warner Avenue to Dyer Road | Secondary to Divided Collector |
| Flower Street | 17 th Street to its northern terminus | Remove from MPAH |
| Stafford Street | Santiago Street to proposed Logan Street | Remove from MPAH |
| Logan Street | Civic Center Drive to Santa Ana Boulevard | Remove from MPAH |



EXHIBIT B: SUMMARY OF MPAH AMENDMENT APPERCIABLE IMPACTS AND TRAFFIC SHARE

| Intersection | Jurisdiction | Peak Hour | No Project 2045 LOS | | Amendment to the MPAH LOS | | Difference in ICU/HCM | Share |
|--|--------------------|-----------|---------------------|-----|---------------------------|-----|-----------------------|-------|
| | | | ICU/HCM | LOS | ICU/HCM | LOS | | |
| Euclid Street and Edinger Avenue | Fountain Valley | AM | 0.99 | E | 1.01 | F | 0.02 | 9.0% |
| Bristol Street and 1st Street | Santa Ana | AM | 0.77 | C | 0.9 | E | 0.13 | N/A |
| | | PM | 0.83 | D | 0.97 | E | 0.14 | |
| Bristol Street and Segerstrom Avenue | Santa Ana | PM | 0.87 | D | 0.92 | E | 0.05 | N/A |
| Flower Street and 1st Street | Santa Ana | PM | 0.88 | D | 1.22 | F | 0.34 | N/A |
| Standard Avenue and 4th Street | Santa Ana | AM | 0.94 | E | 1.34 | F | 0.4 | N/A |
| | | PM | 0.89 | D | 1.34 | F | 0.45 | N/A |
| Grand Avenue and McFadden Avenue | Santa Ana | AM | 0.89 | D | 1.01 | F | 0.12 | N/A |
| Tustin Avenue and Santa Clara Avenue | Santa Ana | AM | 1.04 | F | 1.10 | F | 0.06 | N/A |
| SR-55 NB Ramps/Del Amo Avenue and Newport Avenue | Tustin / Caltrans | PM | 39.1 | D | 46.2 | D | 7.1 | 10.6% |
| Red Hill Avenue and Warner Avenue | Tustin / Santa Ana | PM | 0.88 | D | 0.9 | E | 0.07 | 100% |



**EXHIBIT C: Amendment to the Master Plan of Arterial Highways Staff Report to the OCTA Board
of Directors dated November 9, 2020**

DRAFT



EXHIBIT D: MITIGATION IMPROVEMENTS AND MONITORING PROGRAM

The table below identifies mitigation improvements agreed upon by all PARTIES. These improvements are not meant to be prescriptive. If a PARTY can identify an alternative improvement which meets the overall objective of achieving and/or maintaining the pre-Amendment to the MPAH ICU, then those improvements can be considered an acceptable alternatives and implemented as a substitute solution if agreed upon by the appropriate PARTY(IES).

| Intersection | Jurisdiction | Mitigation Improvement | 2045 No Project ¹ ICU/HCM, LOS | 2020 Estimated Cost ² |
|----------------------------------|-----------------|---|--|--|
| Euclid Street and Edinger Avenue | Fountain Valley | <ul style="list-style-type: none"> Option 1: Convert westbound right turn to shared thru-right Option 2: Add a second eastbound left turn lane Option 3: Add second left turn lanes in the eastbound and westbound directions. | AM: 0.99, E | Option 1: \$9,262.50 Option 2: \$957,738.11 Option 3: \$972,274.36 |
| Bristol Street and 1st Street | Santa Ana | <ul style="list-style-type: none"> Maintain 2045 No Project configuration for westbound approach <ul style="list-style-type: none"> Westbound approach to be: 1 left turn, 2 thru-lanes, 1 thru-right Add eastbound right-turn pocket | AM: 0.90, E PM: 0.90, E | N/A |

¹ The No Project 2045 Intersection Capacity Utilization (ICU)/Highway Capacity Manual (HCM), Level of Service (LOS) is also known as the pre-amendment to the MPAH ICU. For intersections operating at an acceptable LOS in the 2045 No Project, the improvement / mitigation should be implemented before the intersection reaches an unacceptable LOS.

² The 2020 Estimate Costs were provided by the CITY of Santa Ana, and agreed upon by the CITIES of Fountain Valley and Tustin. At the time of mitigation improvement implementation or buy out, the CITY of Santa Ana shall incorporate cost changes, which may include cost changes based on the California Construction Cost Index or the County of Orange's assessment of land value, to their funding contribution to the CITIES of Fountain Valley and Tustin.

| | | | | |
|--|--------------------------------|---|----------------------------|----------------|
| Bristol Street and Segerstrom Avenue | Santa Ana | <ul style="list-style-type: none"> Maintain 2045 No Project configurations for eastbound/westbound approaches <ul style="list-style-type: none"> Eastbound/Westbound approaches to be: 1 left turn, 2 thru, 1 thru-right Add northbound right turn pocket | PM: 0.90, E | N/A |
| Flower Street and 1st Street | Santa Ana | <ul style="list-style-type: none"> Maintain 2045 No Project configurations for northbound approach <ul style="list-style-type: none"> Northbound approach to be: 1 left turn, 2 thru, 1 right turn | PM: 0.90, E | N/A |
| Standard Avenue and 4th Street | Santa Ana | <ul style="list-style-type: none"> Construct this intersection with the following approaches <ul style="list-style-type: none"> Northbound/Southbound to be: 1 left turn, 1 thru, 1 right turn Eastbound/Westbound to be: 1 left turn, 1 thru, 1 thru-right | AM: 0.94, E PM: 0.90, E | N/A |
| Grand Avenue and McFadden Avenue | Santa Ana | <ul style="list-style-type: none"> Maintain 2045 No Project configuration for eastbound approach <ul style="list-style-type: none"> Eastbound approach to be: 1 left turn, 1 thru, 1 thru-right | AM: 0.90, E | N/A |
| Tustin Avenue and Santa Clara Avenue | Santa Ana | <ul style="list-style-type: none"> Maintain 2045 No Project lane configurations for eastbound and westbound approaches <ul style="list-style-type: none"> Eastbound/Westbound to be: 1 left turn, 1 thru, 1 thru-right | AM: 1.82, F | N/A |
| SR-55 NB Ramps/Del Amo Avenue and Newport Avenue | Tustin / Caltrans ³ | Add a second southbound right-turn lane | PM: 39.1, D | \$1,178,909.23 |
| Red Hill Avenue and Warner Avenue | Tustin / Santa Ana | Add a second eastbound left-turn lane | PM: 0.88, D | \$376,494.75 |

³ The SR-55 NB Ramps/Del Amo Avenue and Newport Avenue intersection is a Caltrans intersection located within the City of Tustin. Any changes to this intersection require Caltrans' approval. The MOU has identified that the City of Santa Ana shall maintain funding available, for a minimum of 10 years, to contribute their fair share cost allocation to the agency leading the improvement at this intersection.