

**AMENDMENT NO. 3 TO
COOPERATIVE AGREEMENT No. MA-080-19010444 BETWEEN COUNTY OF
ORANGE AND CITY OF ANAHEIM FOR FUNDING, DESIGN, AND
CONSTRUCTION FOR BROOKHURST STREET WIDENING, PHASE 2**

This **AMENDMENT NO. 3 TO COOPERATIVE AGREEMENT** (“Amendment No. 3”), dated for identification purposes only as of _____, 2026, is entered into by and between the **COUNTY OF ORANGE**, a political subdivision of the State of California (“**County**”), and the **CITY OF ANAHEIM**, a municipal corporation and charter city (“**City**”) with reference to the following:

RECITALS

- A.** County and City (hereinafter “Parties”) entered into that certain Cooperative Agreement dated December 4, 2018 (the “Agreement”), Amendment No. 1 dated April 13, 2021, and Amendment 2 dated March 28, 2023, regarding the responsibilities for the funding, design, right-of-way acquisition, utility relocation, environmental documents and construction of Brookhurst Street Widening, Phase 2 (the “Project”).
- B.** The Parties executed Amendment No. 1 to increase the Project funding obligations and to adjust the City/County right-of-way boundary along Brookhurst Street between Cerritos Avenue and north of Guinida Lane.
- C.** The Parties executed Amendment No. 2 to increase the Project funding obligations and to eliminate Section 2.4 “County Highway Declaration” from the Agreement.
- D.** The Parties now desire to amend the Agreement to update the Boundary Adjustment and Maintenance responsibilities of the Project area following completion of the Project.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS AND CONDITIONS CONTAINED HEREIN, THE COUNTY AND CITY AGREE AS FOLLOWS:

SECTION 1. AMENDMENT OF AGREEMENT. The Agreement is hereby amended as set forth in this Section.

- 1.1 Sections 3, 3.1, and 3.2 of the Agreement are deleted in their entirety, and they are hereby replaced to read as follows:**

“3. Boundary Adjustment and Maintenance Obligations

3.1 The City shall be the lead agency in performing the right-of-way boundary adjustments (“Boundary Adjustment”) within the Project area in

Attachment A

accordance with the approved Precise Alignment Plan. The City shall be responsible for submitting and following the Local Agency Formation Commission of Orange County ("OC LAFCO") process as required to complete the Boundary Adjustment. County agrees to work cooperatively to assist the City with the Boundary Adjustment.

3.2 Parties understand that the Boundary Adjustment may take time. However, both Parties agree for the City to take maintenance responsibility for the Project area. To that end, the Parties agree to do the following:

- a. County shall Quitclaim all property rights to the Project area to the City.
- b. Prior to the filing of Notice of Completion, the County shall transfer the maintenance responsibilities to the City per Streets and Highways Code section 954.6 as follows:
 - i. County Board of Supervisors will adopt a resolution terminating the maintenance responsibilities of the Project Area. Resolution shall meet the requirements of Streets and Highways Code Section 954.6(a).
 - ii. County shall record a certified copy of the resolution in the office of the county recorder.
 - iii. County shall place signs as required under Streets and Highways Code Section 954.6(b)
 - iv. Once the certified copy of the resolution is filed and the signs are properly placed, the City shall be responsible for the maintenance within the Project area.

1.2 Sections 3.3 and 3.4 are hereby added to the Agreement and shall read as follows:

"3.3 Streets and Highways Code Section 954.6(b) requires the Parties to outline the maintenance responsibilities in an agreement. Parties agree that once the Resolution and signs outlined in section 3.2 above are placed, the City shall be responsible, at City's sole cost, for all improvements, maintenance, construction, or reconstruction of all or part of the Project area transferred to the City. This section 3.3 shall survive the termination of the Agreement."

3.4 Upon completion of the Project, the City shall be solely responsible for the ongoing operation, inspection, repair, and maintenance of the curb ramp located at the northwest corner of Cerritos Avenue and Brookhurst Street. This provision shall surpass the termination clause of this Agreement."

1.3 Section 4.11 is deleted in its entirety.

Attachment A

SECTION 2. INTEGRATION. Except as expressly provided to the contrary herein, all provisions of the Agreement shall remain in full force and effect. Amendment No. 1, Amendment No. 2, and this Amendment No. 3 shall hereinafter be collectively referred to as the "Amended Agreement." The Amended Agreement integrates all of the terms and conditions of the agreement between the Parties and supersedes all negotiations or previous agreements between the Parties with respect to the subject matter hereof.

SECTION 3. EFFECTIVE DATE. The Effective Date of this Amendment No. 3 shall be the latest date of execution hereinafter set forth opposite the names of the signatories hereto.

IN WITNESS WHEREOF, City has caused this Amendment No. 3 to be executed by its Director of Public Works and attested by its City Clerk, and County has caused this Amendment No. 3 to be executed by the Board of Supervisors on the dates written opposite their signatures, all thereunto duly authorized by the City Council and the Board of Supervisors, respectively.

[SIGNATURES ON FOLLOWING PAGE]

Attachment A

CITY OF ANAHEIM
a municipal corporation

Date: _____

6/24/26

By: _____

Rudy Emami
Director of Public Works

Attest: _____



Theresa Bass, City Clerk

6/30/2026

Approve as to Form:
ROBERT FABELA, CITY ATTORNEY

By: _____

Bryn M. Morley,
Deputy City Attorney

Attachment A

COUNTY OF ORANGE

a political subdivision of the State of
California

Date: _____

By: _____

Chair Doug Chaffee
County of Orange, California

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

Approve as to Form:

By: _____

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

By: _____

DocuSigned by:
Ray Diaz 7/14/2026
Ray Diaz
Deputy County Counsel
County of Orange, California