

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT ("Agreement"), dated this 22nd day of August, 2023, is made and entered into by and between the City of Stanton, a municipal corporation, hereinafter referred to as "**STANTON**" and the City of Garden Grove, a municipal corporation, hereinafter referred to as "**GARDEN GROVE**".

WITNESSETH:

WHEREAS, STANTON is contemplating the rehabilitation of the pavement surface of that portion of Katella Avenue and Dale Avenue intersection located in the City of Stanton, (hereinafter the "**STANTON PORTION**"); and,

WHEREAS, there is a portion of Katella Avenue and Dale Avenue located within the boundaries of **GARDEN GROVE** (hereinafter "**GG PORTION**"); and,

WHEREAS, GARDEN GROVE desires to have **STANTON** rehabilitate the **GG PORTION** of Katella Avenue and Dale Avenue in conjunction with the **STANTON PORTION**, collectively the "**PROJECT**", and **STANTON** is willing to do so. The exact location of the **GARDEN GROVE** is described in detail in the document attached hereto as Exhibit A, incorporated herein by this reference. The estimated cost of the **GG PORTION**, including a ten percent (10%) contingency, is **Seven Thousand Six Hundred Ninety Dollars (\$ 7,690.00)** (the "Estimated Cost").

NOW, THEREFORE, in consideration of the following promises, covenants, and conditions, the parties hereto do agree as follows:

1. DUTIES OF STANTON

- a. Upon commencement of the **PROJECT, STANTON** shall include the **GARDEN GROVE PORTION** as a part of **STANTON's** public works project, prepare the request for bids, hire the lowest responsible bidder (the "Successful Contractor"), and oversee and administer the **PROJECT** in the **GARDEN GROVE PORTION** in the same manner and to the same extent as the **STANTON PORTION**, all in accordance with all applicable laws governing construction of public works by **STANTON**, including, but not limited to, the California Environmental Quality Act, performance and labor-materialmen bonds, and laws governing public bidding and the payment of prevailing wages. If **STANTON**, in its sole discretion, determines not to proceed with the **PROJECT** at any time prior to commencement of actual work, this Agreement shall terminate with no further action required by either party. In the event the projected actual cost of the **GG PORTION**, as reflected in the Successful Contractor's bid, exceeds the Estimated Cost by twenty percent (20%), **STANTON** shall not award a contract to the

- c. **GARDEN GROVE** shall provide its own inspection services for the **GG PORTION** of the work.
- d. **GARDEN GROVE** agrees to fully cooperate with **STANTON** and the Successful Contractor in the prosecution of the work, traffic control, and any other matters required for completion of the **PROJECT** in the **GG PORTION**.
- e. **GARDEN GROVE** acknowledges that **STANTON** is not the contractor for the **PROJECT** and that **STANTON** does not warrant any work performed by the Successful Contractor. Notwithstanding the above, **STANTON** shall require the Successful Contractor to provide **GARDEN GROVE** with any and all warranties, insurance coverage, and indemnities and any other rights the Successful Contractor agrees to provide to **STANTON** under the construction contract and as provided by law.
- f. In addition to the above, **GARDEN GROVE** also agrees to pay **STANTON** for all costs associated with any change orders pertaining to the **GG PORTION**, provided the change orders have been previously approved in writing by **GARDEN GROVE's** City Engineer.

3. **ENTIRE AGREEMENT**

This writing constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all oral or written representations or written agreements that may have been entered into between the parties. No modifications or revisions shall be of any force or effect, unless the same is in writing and executed by the parties hereto.

4. **ORDER OF PRECEDENCE**

In the event of an inconsistency in this Agreement and any of the attached Exhibit, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

5. **ASSIGNMENT**

Neither **STANTON** nor **GARDEN GROVE** may assign or transfer its rights or obligations under this Agreement, or any part thereof, without the written consent of the other party.

a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) five (5) calendar days after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

11. **EFFECTIVE DATE**

The effective date of this Agreement shall be the latest date of execution hereinafter set forth opposite the names of the signatures hereto.

12. **INDEMNITY**

STANTON and **GARDEN GROVE** each hereby agrees to indemnify, defend, protect and hold harmless the other party, and its elected and appointed officials, officers, employees, representatives, volunteers, and agents from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, workers' compensation benefits, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses of any kind or nature, arising from the activities of the indemnitor or its officers, agents, or employees on the **PROJECT**, or any breach of contract, negligent acts, omissions or breach of law, or willful misconduct of the indemnitor, or its officers, agents, or employees arising out of the performance of, or failure to perform, any provisions of this Agreement. Neither party assumes liability for the acts or omissions of persons other than each party's respective officers, agents, or employees. In the event judgment is entered against both parties because of joint or concurrent negligence of both parties, or their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. The respective obligations of the parties pursuant to this Section shall survive expiration or earlier termination of this Agreement.

13. **COOPERATION**

In the event any claim or action is brought against **STANTON** relating to the performance rendered under this Agreement, **GARDEN GROVE** shall render any reasonable assistance and cooperation which **STANTON** might require.

14. **COSTS**

Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

15. **HEADINGS**

Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates hereinafter respectively set forth.

CITY OF GARDEN GROVE,
a municipal corporation

By: [Signature]
Lisa Kim, City Manager

ATTEST:

[Signature]
Teresa Pomeroy, Garden Grove
City Clerk

APPROVED AS TO FORM:

[Signature]
Omar Sandoval,
Garden Grove City Attorney

DATE OF EXECUTION:

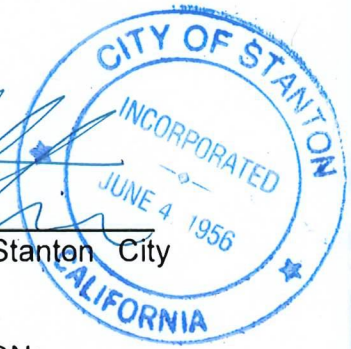
8/10/2023

CITY OF STANTON,
a municipal corporation

By: [Signature]
Hannah Shin-Heydorn, City Manager

ATTEST:

[Signature]
Patricia Vazquez, Stanton City
Clerk



APPROVED AS TO FORM:

[Signature]
Best Best & Krieger LLP,
Stanton City Attorney

DATE OF EXECUTION:

August 24, 2023

