

**FIRST AMENDMENT TO COOPERATIVE AGREEMENT BY AND BETWEEN
THE CITY OF STANTON AND CITY OF GARDEN GROVE**

This First Amendment to the Cooperative Agreement (“First Amendment”) is made and entered into on this ___ day of _____, 2024 (“Effective Date”), by and between the City of Stanton, a California municipal corporation (“City”), and the City of Garden Grove (“Garden Grove”), a California municipal corporation. The City and Garden Grove are sometimes referred to in this First Amendment as the “Parties.”

RECITALS

A. On August 22, 2023, the Parties executed the Cooperative Agreement (“Agreement”) to share the costs of rehabilitating designated portions of the intersection at Katella Avenue and Dale Avenue located within the boundaries of their respective cities.

B. To reflect the increased scope of work for Garden Grove’s portions of the Katella Avenue and Dale Avenue intersection, the Parties now desire to amend the terms of the Agreement to increase Garden Grove’s financial contribution for rehabilitation costs from \$7,690.00 to \$60,500.00.

TERMS

The Parties agree to the following terms:

1. Recitals. The Recitals included at the beginning of this First Amendment are true and correct and are made a part of this First Amendment. The Agreement is incorporated herein by reference and attached hereto as Attachment “1” of this First Amendment. Capitalized terms herein which are not otherwise defined herein shall have the respective meanings ascribed thereto in the Agreement.

2. Compensation. The third paragraph of the Agreement’s recitals is hereby amended to read as follows (additions made in underline and deletions made in ~~strikethrough~~):

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~~ Sixty Thousand, Five Hundred Dollars (\$ ~~7,690.00~~ 60,500.00) (the "Estimated Cost").

3. Remaining Provisions of Agreement. All terms, conditions, and other provisions of the Agreement, including all exhibits, not affected by this First Amendment, shall remain in full force and effect. If there is any conflict between the terms of this First Amendment and the Agreement, the provisions in this First Amendment shall govern.

4. Multiple Counterparts. This First Amendment may be executed in one or more counterparts, each of which is deemed an original, but all of which together constitute one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this First Amendment to the Cooperative Agreement as of the Effective Date listed above.

CITY OF STANTON

CITY OF GARDEN GROVE

By: _____
Hannah Shin-Heydorn
City Manager

By: _____
Lisa Kim
City Manager, Garden Grove

ATTEST:

ATTEST:

By: _____
Patricia Vazquez
City Clerk

By: _____
Teresa Pomeroy
City Clerk, Garden Grove

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP
City Attorney

By: _____
Omar Sandoval
City Attorney, Garden Grove

DATE OF EXECUTION:

DATE OF EXECUTION:
