

## **COOPERATIVE AGREEMENT**

This Cooperative Agreement (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2025 by and between the CITY OF FULLERTON, a municipal corporation (“FULLERTON”), and the CITY OF BREA, a municipal corporation (“BREA”); and the CITY OF LA HABRA, a municipal corporation (“LA HABRA”). FULLERTON, BREA and LA HABRA are sometimes referred to herein individually as “Party” and collectively as “Parties”.

### **RECITALS**

WHEREAS, segment of Palm Street pavement requires rehabilitation, including segments of Bonita Place located entirely within Fullerton’s boundary; and

WHEREAS, portions of said segment of Palm Street is within FULLERTON, BREA and LA HABRA, as shown on Attachment 1; and

WHEREAS, the cost of design and construction of said rehabilitation of Palm Street, hereinafter referred to as the “Project”, will be proportionately funded by FULLERTON, BREA and LA HABRA.

WHEREAS, the project construction is programmed for Spring and Summer 2026, with the portion of Palm Street between Lambert Road and La Habra Boulevard completed when Sonora High School is not in regular session.

NOW, THEREFORE, in consideration of the promises and agreements hereinafter set forth, the Parties hereby agree as follows:

### **SECTION I**

FULLERTON shall:

1. Be designated lead agency for the Project.
2. Coordinate preparation of detailed plans, specifications, and estimate for the Project.
3. Be designated as the contracting and construction agent for the parties to do and perform all acts necessary or required in order to construct the Project in accordance with the plans, including material control, inspection of construction work, and to execute and deliver all documents necessary or required in connection with the construction and completion of the Project, including provision of notice of final inspection, certification of day labor, equipment and material cost, and certification of completion of the Project.
4. Bear the cost of the design and construction as to that portion of the Project located within its jurisdiction.

## SECTION II

BREA shall:

1. Review and approve plans and specifications as to design and construction affecting the construction, operation, and maintenance of the portion of the Project within BREA.
2. At all times during the progress of construction of the Project, have access to the work for the purpose of inspection thereof, and should BREA deem any remedial measures to be necessary prior to FULLERTON's acceptance of the work, BREA shall notify FULLERTON in writing.
3. Reimburse FULLERTON for actual, final design costs of the portion of the Project within BREA, estimated to be \$39,000, after said portion of Project has been completed to BREA's reasonable satisfaction. BREA's final payment shall be based on the actual cost of design work. FULLERTON shall present an invoice to BREA upon completion of the work and BREA shall pay such invoiced amount within forty-five (45) days.
4. Reimburse FULLERTON for actual, final construction costs of the portion of the Project within BREA, estimated to be \$950,000, after said portion of Project has been completed to BREA's reasonable satisfaction. BREA's final payment shall be based on the actual cost of construction work. BREA actual construction costs shall take into account labor actually performed, and quantities of materials utilized. FULLERTON shall present an invoice to BREA upon completion of the work and BREA shall pay such invoiced amount within forty-five (45) days.

## SECTION III

LA HABRA shall:

1. Review and approve plans and specifications as to design and construction affecting the construction, operation, and maintenance of the portion of the Project within LA HABRA.
2. At all times during the progress of construction of the Project, have access to the work for the purpose of inspection thereof, and should LA HABRA deem any remedial measures to be necessary prior to FULLERTON's acceptance of the work, LA HABRA shall notify FULLERTON in writing.
3. Reimburse FULLERTON for actual, final design costs estimated to be \$36,000, after said portion of Project has been completed to LA HABRA's reasonable satisfaction. LA HABRA's final payment shall be based on the actual cost of design work. FULLERTON shall present an invoice to LA HABRA upon completion of the work and LA HABRA shall pay such invoiced amount within forty-five (45) days.

4. Reimburse FULLERTON for actual, final construction costs estimated to be \$899,000, after said portion of Project has been completed to LA HABRA's reasonable satisfaction. LA HABRA's final payment shall be based on the actual cost of construction work. LA HABRA's actual construction costs shall take into account labor actually performed, and quantities of materials utilized, FULLERTON shall present an invoice to LA HABRA upon completion of the work and LA HABRA shall pay such invoiced amount within forty-five (45) days.

#### SECTION IV

IT IS MUTUALLY AGREED by the parties hereto that:

1. FULLERTON, BREA and LA HABRA, and each of their elected officials, officers, employees and agents, shall be named as additional insureds in all construction contract commercial general and automobile liability insurance policies.
2. No Party, nor any officer or employee thereof, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by other Party's, its officers, employees, agents, contractors, or subcontractors, under or in connection with any work, authority, or jurisdiction delegated to the Parties under this Agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, each Party shall defend, indemnify, and hold other Party's, its elected officials, officers, agents, and employees, harmless from any claims, actions, suits or other legal proceedings for injury (as defined by Government Code Section 810.8) occurring, whether actually, allegedly, or impliedly, by reason of anything done or omitted to be done by a Party under or in connection with any work, authority or jurisdiction delegated to the respective Party under this Agreement. Party's obligation to indemnify other Party's shall not apply to claims and liabilities actually or allegedly arising out of or resulting from other Party's review or approval of plans and/or specifications as to design and construction affecting the construction, operation, and/or maintenance of the Project.
3. This Agreement, together with any and all exhibits, each of which is hereby incorporated by reference, constitutes the entire agreement between the Parties with respect to the subject matter herein. No representation or promise, whether verbal or written, that is not set forth herein, shall be binding or have any force or effect on any of the Parties.
4. In the event of any dispute concerning any aspect of this Agreement, the Parties' representatives shall work in good faith to resolve any such dispute to each Party's satisfaction prior to initiation of any court action; provided, however, that nothing herein shall prevent either Party from utilizing all remedies at law or equity in the event such dispute cannot be resolved within thirty (30) days of a written request by one Party to meet and confer with the other to resolve such dispute, or such other period of time as agreed upon in writing.

- a. Each Party shall designate, in writing, a representative for purposes of administration of this Agreement, and each such representative shall be available during normal business hours to serve in that capacity.
  - b. Notices permitted or required to be given pursuant to this Agreement shall be personally delivered, or mailed by first class mail, postage prepaid, to each Party's principal place of business. Notice shall be deemed given upon personal delivery, or three (3) business days after deposit in the U.S. Mail.
5. This Agreement shall be binding upon each Party, and each of their successors in interest, assigns, lessees, and tenants.
  6. The prevailing Party in any action brought for breach or to enforce any provision of this Agreement, shall be entitled to recover its reasonable attorney fees, expert's costs, and all court costs.
  7. Within forty-five (45) days after completion of and acceptance of the work by FULLERTON, its City Engineer or designee shall notify BREA and LA HABRA in writing, of the date thereof and the probable date that a final accounting of BREA's and LA HABRA's share of the cost of the Project will be submitted. If outstanding charges (such as contractor's claims and liens) delay the final accounting, FULLERTON shall so advise BREA and LA HABRA and a final accounting shall be presented within ninety (90) days from the date of completion of the work.
  8. BREA and LA HABRA shall have the right to review all invoices, warrants and other related documents used in preparing the final accounting.

IN WITNESS WHEREOF, this agreement has been duly executed by the respective parties hereto by their duly authorized officers as of the date hereinabove first written.

**CITY OF FULLERTON**

**ATTEST:**

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FRED JUNG  
MAYOR

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LUCINDA WILLIAMS  
CITY CLERK

**CITY OF BREA**

**ATTEST:**

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BLAIR STEWART  
MAYOR

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VICTORIA POPESCU  
CITY CLERK

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the date and year first above written.

**CITY OF LA HABRA,**  
A municipal corporation

\_\_\_\_\_  
Jim Sadro, City Manager

Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Keith F. Collins, City Attorney

Date: \_\_\_\_\_

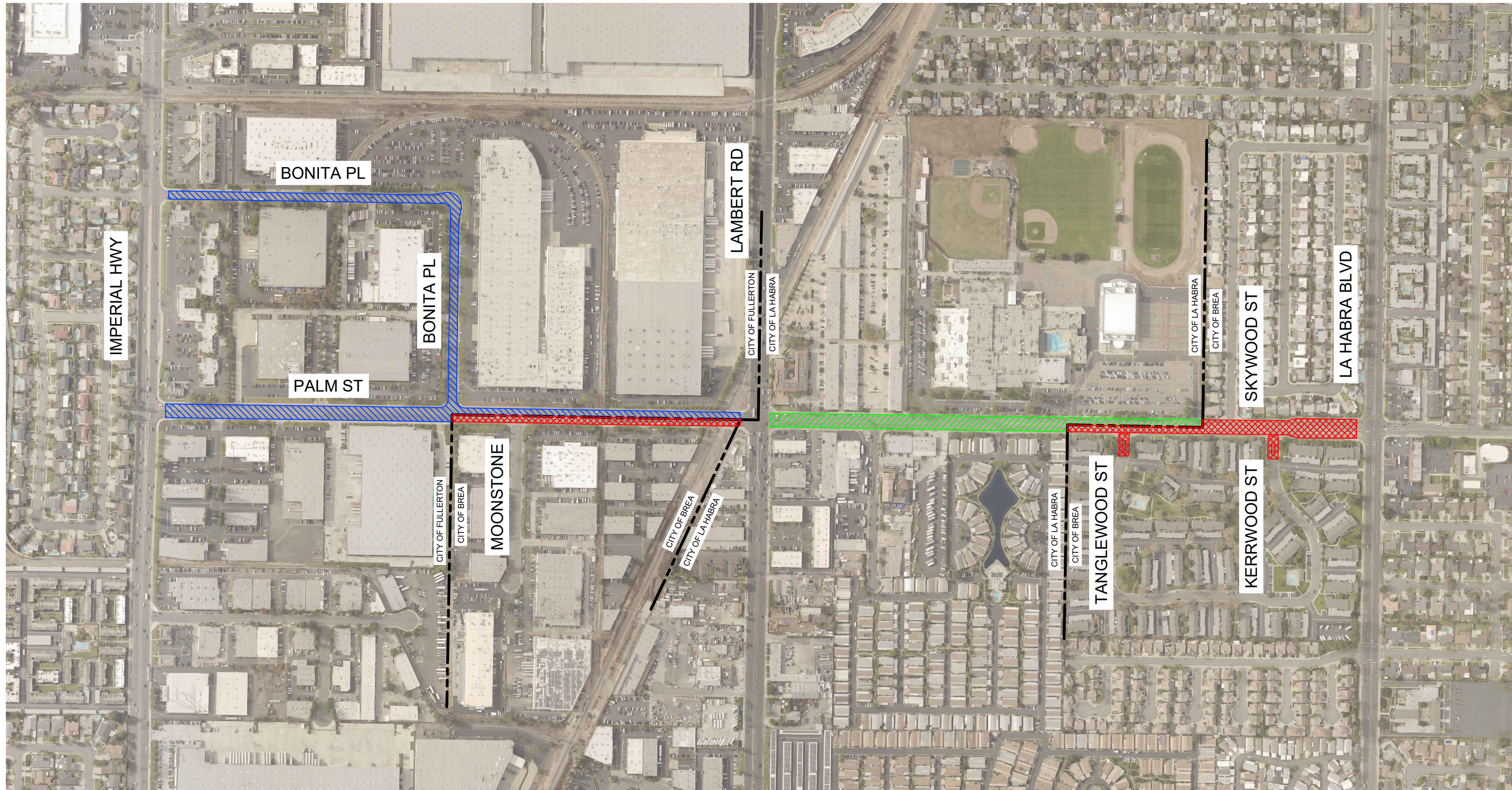
ATTEST:

\_\_\_\_\_  
Rhonda J. Barone, CMC, City Clerk




Date: \_\_\_\_\_

Attachments:

- Attachment 1 – Project Location



**LEGEND**

-  = FULLERTON EXPECTED LIMIT OF WORK
-  = BREA EXPECTED LIMIT OF WORK
-  = LA HABRA EXPECTED LIMIT OF WORK



**PALM STREET AREA REHABILITATION PROJECT  
COOPERATIVE AGREEMENT  
EXPECTED LIMITS OF WORK**