

COOPERATIVE AGREEMENT

RAYMOND AVENUE (FROM BURTON STREET TO ORANGETHORPE AVENUE) STREET IMPROVEMENTS

This Cooperative Agreement ("Agreement") is made and entered into this _____ day of _____ 2025 by and between the CITY OF FULLERTON, a municipal corporation and general law city ("FULLERTON"); and the CITY OF ANAHEIM, a municipal corporation and charter city ("ANAHEIM"). FULLERTON and ANAHEIM are sometimes referred to herein individually as "Party" and collectively as "Parties".

RECITALS

WHEREAS, FULLERTON desires to construct certain street improvements in and upon Raymond Avenue between Burton Avenue and Orangethorpe Avenue ("the PROJECT");

WHEREAS, a portion of Raymond Avenue between Burton Avenue and Orangethorpe Avenue within the area of the PROJECT is located within the boundaries of ANAHEIM, as shown on Attachment 1;

WHEREAS, ANAHEIM desires to have FULLERTON improve that area of Raymond Avenue between Burton Avenue and Orangethorpe Avenue that is within the limits of ANAHEIM ("the ANAHEIM PORTION") as part of the PROJECT and FULLERTON is willing to do so;

WHEREAS, it is the intent of FULLERTON and ANAHEIM in entering this Agreement to set forth terms and conditions applicable to FULLERTON'S provision of services necessary to complete the PROJECT, in order to benefit ANAHEIM and FULLERTON;

WHEREAS, the project construction is programmed for Spring/Summer 2026.

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

SECTION I

FULLERTON shall:

1. Prepare or cause to be prepared, all environmental documents, plans and specifications required for the PROJECT, subject to the reimbursement provisions contained herein.
2. Submit the plans and specifications including an engineer's cost estimate, for the ANAHEIM'S PORTION of the PROJECT to ANAHEIM'S City Engineer for approval.

3. Pay its pro-rata share of PROJECT design costs which are approximately \$67,345. PROJECT final design costs shall be based on the actual cost of the PROJECT upon completion.
4. Pay its pro-rata share of PROJECT construction and construction engineering costs, which is approximately \$1,100,000.00. PROJECT final cost shall be based on the actual cost of the PROJECT upon completion.
5. Conduct public bidding for the PROJECT work as may be required by law, award a contract for the PROJECT work in accordance with the approved plans and specifications, and administer the contract through completion of the PROJECT.
6. Provide one (1) detailed invoice to ANAHEIM for design costs on the ANAHEIM PORTION upon releasing the PROJECT to public bid.
7. Provide one (1) detailed invoice to ANAHEIM for construction and construction engineering work on the ANAHEIM PORTION at the completion of the PROJECT.
8. Prior to commencing construction, obtain or cause to be obtained insurance coverage from contractors performing the PROJECT work, in the amount and in the types approved by the Risk Management Departments of FULLERTON and ANAHEIM, respectively.
9. Provide ANAHEIM a copy of the County Recorded Notice of Completion and PROJECT Record Drawings developed from the As-Built plans.

SECTION II

ANAHEIM shall:

1. By execution of this Agreement, designate FULLERTON as the lead agency for the purpose of accomplishing the PROJECT.
2. Pay its pro-rata share of the actual costs of design, construction and construction engineering for work performed by FULLERTON in connection with the PROJECT, based on the actual quantities worked within the boundaries of ANAHEIM, subject to ANAHEIM'S approval.
3. Pay its pro-rata share of PROJECT design costs which are approximately \$38,950. PROJECT final design cost shall be based on the actual cost of the PROJECT upon completion.
4. Pay its pro-rata share of PROJECT construction and construction engineering costs, which are approximately \$480,000.00. PROJECT final cost shall be based on the actual cost of the PROJECT upon completion

5. Make final payment to FULLERTON within forty-five (45) days after receiving an invoice.

SECTION III

IT IS MUTUALLY AGREED by the parties hereto that:

1. After FULLERTON opens bids for the PROJECT, FULLERTON'S Public Works Design Engineer shall transmit a tabulation of the bids to ANAHEIM'S City Engineer for review. ANAHEIM shall, within five (5) business days after receipt of the tabulation of bids, approve or disapprove the low bidder and the bid results and notify FULLERTON of its determination, and FULLERTON shall thereafter award the contract as required by law. Said contract will require contractor to also name ANAHEIM as an additional insured on required liability insurance policies and also indemnify ANAHEIM for contractor's negligence or willful misconduct. In the event FULLERTON and ANAHEIM cannot agree on which bidder shall be awarded the contract within the time provided by law to make the award without rejecting all bids, then FULLERTON shall be authorized to terminate this Agreement without further obligation. In such case, ANAHEIM shall reimburse FULLERTON for its proportionate share of actual cost of design.
2. Prior to the commencement of construction of the Project, contractor shall secure a Right of Way Construction Permit from ANAHEIM. There shall be no fee for such permits.
3. During construction, FULLERTON shall furnish a resident engineer to perform the usual functions of a resident engineer. ANAHEIM may also, but is not obligated to, provide its own engineer. Said resident engineers shall cooperate and consult with each other, however, decisions of FULLERTON'S resident engineer shall be final.
4. ANAHEIM shall have access to the PROJECT at all times during construction for the purpose of inspection. ANAHEIM agrees to cooperate with FULLERTON on any joint inspections as may be required or requested by FULLERTON. Should ANAHEIM deem any remedial work to be necessary, ANAHEIM shall notify FULLERTON in writing thereof within three (3) business days of inspection, describing any needed corrections and/or remedial work.
5. Any contract changes deemed necessary or advisable by FULLERTON may be undertaken by FULLERTON, except that any changes which may affect the ANAHEIM PORTION shall first be approved, in writing, by ANAHEIM. Any changes requested by ANAHEIM maybe approved and included, provided that any resulting increase in cost shall first be agreed upon in writing by the Parties.
6. Within forty-five (45) days after completion of and acceptance of the work by FULLERTON, its City Engineer shall notify ANAHEIM in writing, of the date thereof and the probable date that a final accounting of ANAHEIM'S share of the cost of the

PROJECT will be submitted. If outstanding charges delay the final accounting, FULLERTON shall so advise ANAHEIM and a final accounting shall be presented within ninety (90) days from the date of completion of the work.

7. ANAHEIM shall have the right to review all invoices, warrants and other related documents used in preparing the final accounting.
8. FULLERTON and ANAHEIM shall cooperate to the fullest extent possible in seeing the PROJECT to completion.
9. To the fullest extent permitted by law, FULLERTON shall defend, indemnify and hold harmless ANAHEIM, its officers, officials, employees, and agents, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged, or threatened, actual attorney's fees incurred by ANAHEIM, court costs, interest, defense costs including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation, and to the extent incurred in relation to, as a consequence of, arising out of or in any way attributable, actually, allegedly or impliedly, to the negligence of FULLERTON in its performance of this Agreement. All obligations under this provision are to be paid by FULLERTON as they are incurred by ANAHEIM.
10. To the fullest extent permitted by law, ANAHEIM shall defend, indemnify and hold harmless FULLERTON, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged, or threatened, actual attorney's fees incurred by FULLERTON, court costs, interest, defense costs including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation, and to the extent incurred in relation to, as a consequence of, arising out of or in any way attributable actually, allegedly or impliedly, to the negligence of ANAHEIM in its performance of this Agreement. All obligations under this provision are to be paid by ANAHEIM as they are incurred by FULLERTON.
11. This Agreement supersedes any and all other agreements, either oral or in writing, between parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representation by any party which is not embodied herein, nor any other agreement, statement, or promise not contained in this Agreement shall be effective unless it is in writing signed by all parties.
12. The term of this Agreement shall commence upon the latest date of execution and shall continue thereafter until performance by both parties has been completed in compliance with this Agreement, unless sooner terminated in accordance with this subsection. Unless otherwise agreed upon in writing, either party may immediately terminate for a material breach by the other that remains uncured following service of not less than ten (10) days prior written notice of such breach. In addition, this Agreement may be terminated by either party upon thirty (30) days prior written notice.

13. Notices permitted or required to be provided pursuant to this Agreement shall be sent to the following addresses:

FULLERTON:

City of Fullerton
Attention: Public Works Director
303 W. Commonwealth Ave
Fullerton, California 92832

ANAHEIM:

City of Anaheim
Attention: Director of Public Works
200 S. Anaheim Blvd., Suite 276
Anaheim, California 92805

By notice to the other party, either party may, change the address specified above. Service of notice or communication shall be complete, if personally served, when received at the designated address, or five (5) days after deposit of said notice or communication in the United States mail, postage prepaid, whichever occurs first.

14. The parties do not intend to create rights in, or to grant remedies to, any third party as a beneficiary to this Agreement, or as a result of any duty, covenant, obligation or undertaking established herein.

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:

FRED JUNG
MAYOR

LUCINDA WILLIAMS
CITY CLERK

**CITY OF ANAHEIM,
A Municipal Corporation**

By:

RUDY EMAMI
DIRECTOR OF PUBLIC WORKS

11/6/25

DATE

**APPROVE AS TO FORM:
ANAHEIM CITY ATTORNEY**

ATTEST:

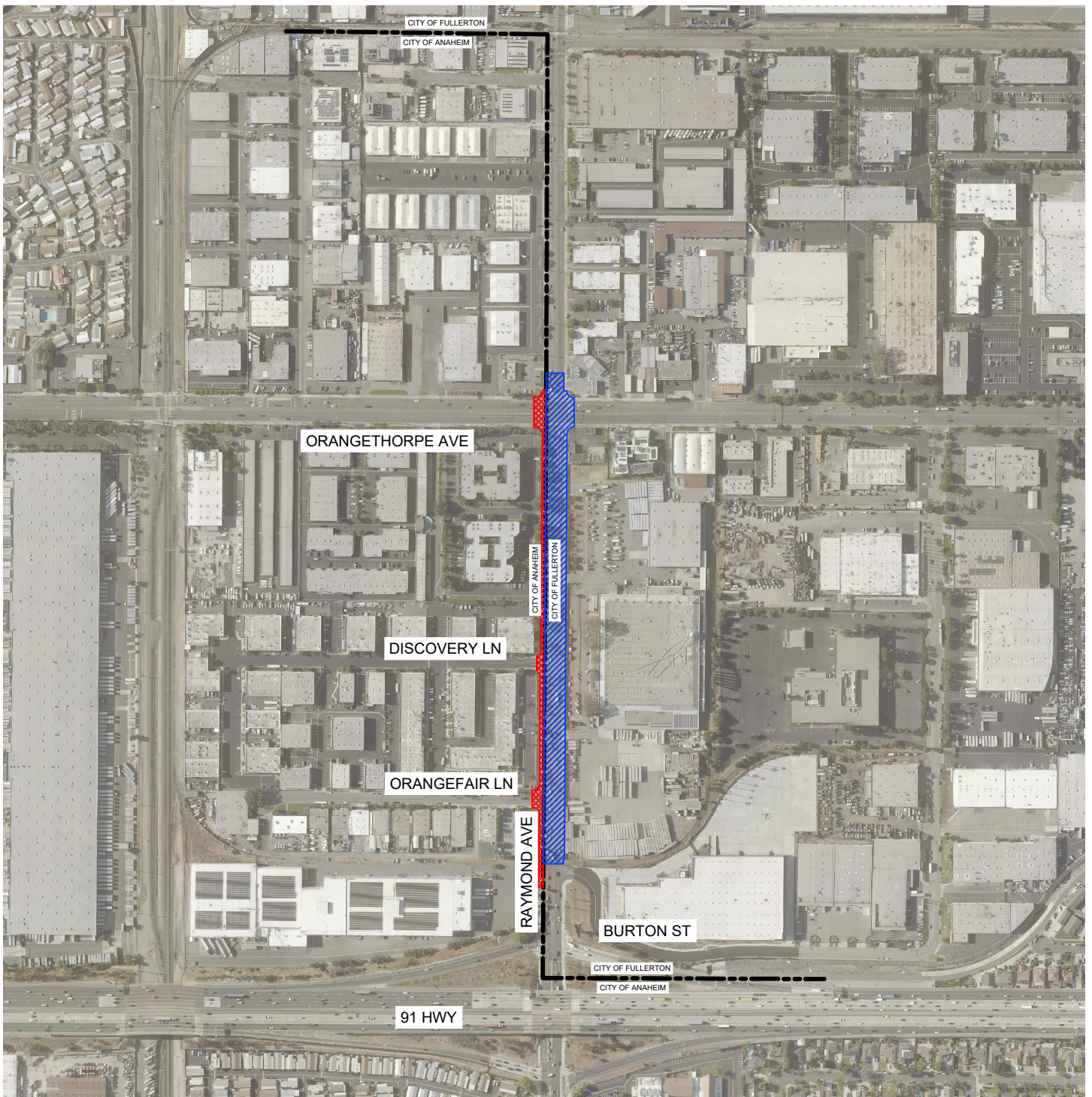
By: _____
BRYN M. MORLEY
DEPUTY CITY ATTORNEY

THERESA BASS
CITY CLERK



Attachments:

- Attachment 1 – Project Location



LEGEND



= FULLERTON EXPECTED LIMIT OF WORK



= ANAHEIM EXPECTED LIMIT OF WORK

**RAYMOND AVENUE REHABILITATION PROJECT
COOPERATIVE AGREEMENT
EXPECTED LIMITS OF WORK**

