



MARK PESTRELLA, Director

**COUNTY OF LOS ANGELES  
DEPARTMENT OF PUBLIC WORKS**

*"To Enrich Lives Through Effective and Caring Service"*

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P.O. BOX 1460  
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IN REPLY PLEASE  
REFER TO FILE

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

June 04, 2024

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

62 June 4, 2024

EDWARD YEN  
EXECUTIVE OFFICER

Dear Supervisors:

**CONSTRUCTION CONTRACT  
TRANSPORTATION CORE SERVICE AREA  
APPROVE COOPERATIVE AGREEMENT FOR  
BROADWAY AND WALNUT GROVE AVENUE IMPROVEMENT PROJECT  
CITY OF SAN GABRIEL – LOS ANGELES COUNTY  
(SUPERVISORIAL DISTRICT 1)  
(3 VOTES)**

**SUBJECT**

Public Works is seeking Board approval for a cooperative agreement between the City of San Gabriel and the Los Angeles County to provide financing and delegation of responsibilities for a pavement rehabilitation project consisting of 0.5 miles of Broadway from Walnut Grove Avenue to Acacia Street and 0.7 miles of Walnut Grove Avenue from Las Tunas Drive to 200 feet south of Clanton Street.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the proposed actions are not a project under the California Environmental Quality Act for the reasons stated in this Board letter and the record.
2. Approve the project and instruct the Chair of the Board to sign the cooperative agreement between the City of San Gabriel and the Los Angeles County for the pavement rehabilitation project on Broadway from Walnut Grove Avenue to Acacia Street and Walnut Grove Avenue from Las Tunas Drive to 200 feet south of Clanton Street.

3. Delegate authority to the Director of Public Works or his designee to approve the County's estimated jurisdictional share up to an amount of \$590,000 for the project.
4. Delegate authority to the Director of Public Works to approve up to 10 percent of the County's estimated jurisdictional share equal to \$59,000 for any unforeseen expenses that may occur, thereby increasing the maximum contribution from \$590,000 to \$649,000 for the project.
5. Delegate authority to the Director of Public Works or his designee to execute amendments and modifications of a nonmaterial nature to the cooperative agreements to incorporate necessary nonmaterial programmatic and administrative changes.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended actions is to instruct the Chair of the Board to sign the enclosed cooperative agreement between the City of San Gabriel and the Los Angeles County to provide financing and delegation of responsibilities for the pavement rehabilitation project on Broadway from Walnut Grove Avenue to Acacia Street and Walnut Grove Avenue from Las Tunas Drive to 200 feet south of Clanton Street. The project will be administered by the City and consists of the design and construction of road improvements, including overlaying the existing pavement, repaving, and reconstruction of curb and gutter, curb ramps, sidewalks, and driveways, on the jurisdictionally shared portions of Broadway and Walnut Grove Avenue. This project will improve the roadways within the unincorporated County of Los Angeles and the City and will benefit both the cities' residents and the constituents of the County of Los Angeles with a comprehensive project that will minimize impacts to the community.

The cooperative agreement will allow the City to perform the preliminary engineering and administer the construction of the project, with the City and County to finance their respective jurisdictional shares of the total project cost, estimated to be \$520,000 and \$590,000, respectively. Approval of the recommended actions will find that the project is exempt from the California Environmental Quality Act (CEQA).

The project is anticipated to begin construction in June 2024. Construction of the entire project is anticipated to be completed in August 2024. The Board's approval of the cooperative agreement is necessary for the financing and delegation of responsibilities for the project.

### **Implementation of Strategic Plan Goals**

These recommendations support the County Strategic Plan: North Star 2, Foster Vibrant and Resilient Communities, Focus Area Goal D, Sustainability; and North Star 3, Realize Tomorrow's Government Today, Focus Area Goal D, Streamlined and Equitable Contracting and Procurement. These recommended actions support the strategic plan by improving public infrastructure assets providing sustainable enhancing of roadway conditions and safety in our communities, incorporating environmental sustainable pavement treatments, such as recycled asphalt, and streamlining procedures for transportation projects.

### **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund.

The total project cost is estimated to be \$1,100,000. The cooperative agreement provides for the City and County to finance their jurisdictional shares of the total project cost, estimated to be \$510,000 and \$590,000, respectively.

The County's share of the total project cost will be funded with the State of California Road Maintenance and Rehabilitation Account funds allocated to the County under the Road Repair and Accountability Act of 2017 (Senate Bill 1). Funding for this project is included in the Road Fund (B03 – Capital Assets-Infrastructure and Services and Supplies) Fiscal Year 2024-25 Budget. Funding for the project's future costs will be requested through the annual budget process.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Sections 1685 and 1803 of the California Streets and Highways Code provide that the board of any county may enter into contracts or agreements with the legislative body of any city for more efficient construction or repair of streets and roads within the city.

The cooperative agreement has been approved as to form by County Counsel and was approved by the San Gabriel City Council on May 7, 2024. The agreement provides for the City to perform the preliminary engineering for and administer the construction of the project with the City and County to finance their respective jurisdictional shares of the total project cost. The City's and County's actual costs will be based on a final accounting after completion of the project.

### **ENVIRONMENTAL DOCUMENTATION**

As a responsible agency with respect to the proposed project, the County has reviewed the exemption determination of the City, the lead agency for the proposed project, which found the proposed project exempt pursuant to State CEQA Guidelines, Section 15301, Subdivision (c). The County is a responsible agency for this project because it is partially funding the project, and in its independent judgment on the record, determines that the recommended actions with respect to its approvals for the project are exempt pursuant to Section 15301, Subdivision (c) of the CEQA Guidelines based on the record of the project.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Broadway and Walnut Grove Avenue are on the County's Master Plan of Highways and the proposed road improvements are needed and of general County interest.

The Honorable Board of Supervisors

6/4/2024

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**CONCLUSION**

Please return an adopted copy of this Board letter and the cooperative agreement to Public Works, Road Maintenance Division.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Mark Pestrella". The signature is fluid and cursive, with the first name "Mark" and last name "Pestrella" clearly distinguishable.

MARK PESTRELLA, PE

Director

MP:MC:ch

Enclosures

c: Chief Executive Office (Chia-Ann Yen)  
County Counsel  
Executive Office

**AGREEMENT**

THIS AGREEMENT, is made and entered into by and between the CITY OF SAN GABRIEL, a municipal corporation in the County of Los Angeles (hereinafter referred to as CITY), and the COUNTY OF LOS ANGELES, a political subdivision of the State of California (hereinafter referred to as COUNTY):

**WITNESSETH**

WHEREAS, Broadway from Walnut Grove Avenue to Acacia Street and Walnut Grove Avenue from Las Tunas Drive to 200 feet south of Clanton Street are in the circulation element of CITY'S General Plan and on COUNTY'S Highway Plan; and

WHEREAS, CITY and COUNTY propose to improve the following street segments that are jurisdictionally shared between CITY and COUNTY:

| <b>Segment</b>  | <b>Scope of Work</b>                                     | <b>Thomas Guide</b> | <b>Length (miles)</b> | <b>Jurisdiction</b> |
|---|--|---------------------|-----------------------|---------------------|
| Broadway –Walnut Grove Avenue to Acacia Street                            | 2-inch of asphalt concrete (AC) over cold milled surface | 599-B6, 599-C6      | 0.5                   | CITY/COUNTY         |
| Walnut Grove Avenue – Las Tunas Drive to 200 feet south of Clanton Street | 2-inch of asphalt concrete (AC) over cold milled surface | 599-D6              | 0.7                   | CITY/COUNTY         |

WHEREAS, the work will consist of overlaying the existing pavement with asphalt rubber hot mix; reconstruction of curb and gutter, sidewalk, parkway drains, driveways and curb ramps; utility adjustments; traffic striping and pavement markings; and traffic signal loop restorations (hereinafter referred to as the PROJECT); and

WHEREAS, the aforementioned work is included in a CITY-administered project named City of San Gabriel Annual Streets Program Fiscal Year 2023/2024, which includes work on other CITY street segments not subject to this AGREEMENT; and

WHEREAS, PROJECT is within the geographical boundaries of CITY and COUNTY; and

WHEREAS, PROJECT is of general interest to CITY and COUNTY; and

WHEREAS, CITY is willing to perform or cause to be performed the PRELIMINARY ENGINEERING, solicitation of construction bids and award of construction contract, and CONTRACT ADMINISTRATION for the PROJECT; and

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WHEREAS, the COST OF PROJECT includes the costs of PRELIMINARY ENGINEERING, COST OF CONSTRUCTION CONTRACT, and costs of CONSTRUCTION ADMINISTRATION as more fully set forth herein; and

WHEREAS, CITY and COUNTY are willing to finance their respective shares of the COST OF PROJECT within their JURISDICTIONS; and

WHEREAS, COST OF PROJECT is currently estimated to be One Million One Hundred Thousand and 00/100 Dollars (\$1,100,000.00), with CITY'S share estimated to be Five Hundred Twenty Thousand and 00/100 Dollars (\$520,000.00) and COUNTY'S share estimated to be Five Hundred Ninety Thousand and 00/100 Dollars (\$590,000.00); and

WHEREAS, such a proposal is authorized and provided for by the provisions of Sections 6500 and 23004 et seq. of the California Government Code and Sections 1685 and 1803 of the California Streets and Highways Code.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and COUNTY and of the promises herein contained, it is hereby agreed as follows:

### 1) DEFINITIONS:

- a. JURISDICTION as referred to in this AGREEMENT shall be defined as the areas within the geographical boundary of CITY and the unincorporated COUNTY areas identified in this AGREEMENT.
- b. PRELIMINARY ENGINEERING as referred to in this AGREEMENT shall consist of environmental findings and approvals/permits; design survey; soils report; traffic index and geotechnical investigation; preparation of plans, specifications, and cost estimates; right-of-way engineering; utility engineering; and all other necessary work prior to advertising of the PROJECT for construction bids.
- c. COST OF CONSTRUCTION CONTRACT as referred to in this AGREEMENT shall consist of the total of all payments to the construction contractor(s) for the PROJECT and the total of all payments to utility companies or contractor(s) for the relocation of facilities necessary for the construction of the PROJECT, and the cost of any additional unforeseen work that is necessary for the construction of the PROJECT.
- d. CONSTRUCTION ADMINISTRATION as referred to in this AGREEMENT shall consist of construction contract administration, construction inspection, materials testing, construction survey, construction engineering, utility relocation and coordination matters, changes and modifications of plans and specifications for the PROJECT necessitated by unforeseen or unforeseeable field conditions encountered during construction of the

## ENCLOSURE A

PROJECT, and all other necessary work after advertising of the PROJECT for construction bids to cause the PROJECT to be constructed in accordance with said plans and specifications approved by CITY and COUNTY.

- e. COST OF PROJECT as referred to in this AGREEMENT shall consist of the COST OF CONSTRUCTION CONTRACT and costs of PRELIMINARY ENGINEERING; CONSTRUCTION ADMINISTRATION; cost of construction contingencies; and all other work necessary to construct the PROJECT in accordance with the plans and specifications approved by CITY and COUNTY.
- f. COMPLETION OF PROJECT as referred to in this AGREEMENT shall be defined as the date of field acceptance of construction of the PROJECT by CITY and a written notification to COUNTY'S Head of Permit Section, Ms. Imelda Ng, at [ing@pw.lacounty.gov](mailto:ing@pw.lacounty.gov), or to her designee or successor, that the improvement within COUNTY'S JURISDICTION are transferred to COUNTY for the purpose of operation and maintenance.

### 2) CITY AGREES:

- a. To perform or cause to be performed the PRELIMINARY ENGINEERING, CONSTRUCTION ADMINISTRATION, and all other work necessary to complete the PROJECT.
- b. To finance CITY'S jurisdictional share of the COST OF PROJECT, the actual amount of which will be determined by a final accounting pursuant to paragraph (4) a., below.
- c. To accept COUNTY'S PAYMENT in the amount of Five Hundred Ninety Thousand and 00/100 Dollars (\$590,000.00) to finance COUNTY'S estimated share of the COST OF PROJECT.
- d. To obtain COUNTY'S approval of plans for the PROJECT prior to start of construction and to obtain COUNTY'S approval for any material revisions to the plans and for any additional work that CITY proposes to complete in COUNTY'S JURISDICTION as part of the PROJECT.
- e. To act as COUNTY'S attorney-in-fact for the purpose of implementing the PROJECT within COUNTY'S JURISDICTION and all things necessary and proper to complete the PROJECT.
- f. To solicit the PROJECT for construction bids, award and administer the construction contract, perform CONSTRUCTION ADMINISTRATION, do all things necessary and proper to complete the PROJECT, and act on behalf of COUNTY in all negotiations pertaining thereto.

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- g. To ensure that COUNTY and COUNTY'S officers, employees, and agents are named as additional insured parties under the construction contractors' Contractor General Liability and Automobile insurance policies for all work in connection with the PROJECT, including coverage for ongoing operations and completed operations.
- h. To be financially responsible for disposal and/or mitigation measures, if necessary, should any hazardous materials, chemicals, or contaminants be encountered during construction of PROJECT within CITY'S JURISDICTION.
- i. In the event that a preliminary notice, stop payment notice, and/or action to enforce a stop payment notice is filed on the PROJECT, to provide COUNTY with a copy of same within three (3) business days. CITY shall be responsible for withholding the funds in compliance with California Civil Code, Section 9350 et seq.
- j. To provide any change order(s) for the PROJECT within COUNTY'S JURISDICTION to COUNTY in a timely manner via electronic mail notification to COUNTY's Head of the Permit Section., Ms. Imelda Ng at [ing@pw.lacounty.gov](mailto:ing@pw.lacounty.gov) or her designee or successor. If COUNTY does not respond within ten (10) calendar days, CITY may proceed with the change order(s).
- k. To furnish COUNTY, within one hundred eighty (180) calendar days after final payment to contractor, a final accounting of the actual COST OF PROJECT, including an itemization of actual unit costs and actual quantities for the PROJECT.

To provide as-built plans to COUNTY upon completion of PROJECT subject to final inspection and acceptance by COUNTY that the improvements within COUNTY'S JURISDICTION have been constructed to COUNTY'S satisfaction in accordance with said plans and specifications approved by COUNTY'S Director of Public Works or his designee.

- l. Upon completion of the PROJECT, to maintain in good condition and at CITY'S expense, all improvements constructed as part of PROJECT within CITY'S JURISDICTION.
- m. To comply with all applicable federal, State, and local laws, rules, and ordinances in the performance of this AGREEMENT.
- n. In the event that a preliminary notice, stop payment notice, and/or action to enforce a stop payment notice is filed on the PROJECT, to provide COUNTY with a copy of same within three (3) business days. CITY shall be



## ENCLOSURE A

responsible for withholding the funds in compliance with California Civil Code, Section 9350 et seq.

### 3) COUNTY AGREES:

- a. To finance COUNTY'S jurisdictional share of COST OF PROJECT, the actual amount of which is to be determined by a final accounting, pursuant to paragraph (4) a., below.
- b. To deposit with CITY, following execution of this AGREEMENT and upon demand by CITY, but in no event earlier than thirty (30) calendar days prior to the solicitation of the PROJECT for construction bids, COUNTY funds in the amount of Five Hundred Ninety Thousand and 00/100 Dollars (\$590,000.00) to finance its estimated jurisdictional share of the COST OF PROJECT described in paragraph (3) a., above. CITY'S demand will consist of a billing invoice prepared by CITY and delivered to COUNTY. The actual amount of COUNTY'S jurisdictional share shall be determined by a final accounting of the COST OF PROJECT.
- c. To provide CITY with conditions for issuance of encroachment, excavation, and construction permit and any other special conditions at the time of plan approval for construction bids so that the permit conditions are fully incorporated into the PROJECT'S plans and specifications so that contractors or any other person in charge of construction shall have no merit to request change in work compensation.
- d. Upon receipt of permit application from CITY and approval of construction plans for PROJECT, to issue CITY any necessary permits) authorizing CITY to construct those portions of PROJECT within COUNTY'S JURISDICTION at no cost to CITY.
- e. To cooperate with CITY in conducting negotiations with and, where appropriate, issue notices to public utility organizations and owners of substructure and overhead facilities regarding the relocation, removal, operation, and maintenance of all surface and underground utilities and facilities, structures, and transportation services that interfere with PROJECT construction. COUNTY will take all necessary steps to grant, transfer, or assign all prior rights over the utility companies and owners of substructure and overhead facilities to CITY when necessary to construct, complete, and maintain the PROJECT, or to appoint CITY as its attorney-in-fact to exercise such prior rights.
- f. To be financially responsible for disposal and/or mitigation measures, if necessary, should any hazardous materials, chemicals, or contaminants be encountered during construction of PROJECT within COUNTY'S JURISDICTION.

- g. Upon completion of the PROJECT and after receiving written notification from CITY, to maintain in good condition and at COUNTY'S expense all improvements constructed as part of the PROJECT within COUNTY'S JURISDICTION.

4) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. The final accounting of the actual total COST OF PROJECT shall allocate said total cost between CITY and COUNTY based on the location of the improvements and/or work done. Thus, the cost of all work or improvements (including all engineering, administration, and all other costs incidental to the PROJECT) located within CITY'S JURISDICTION shall be borne by CITY. Such costs constitute CITY'S jurisdictional share of the COST OF PROJECT. The cost of all work or improvements (including all engineering, administration, and all other costs incidental to the PROJECT) located within COUNTY'S JURISDICTION shall be borne by COUNTY. Such costs constitute COUNTY'S jurisdictional share of the COST OF PROJECT.
- b. That if, at final accounting, COUNTY'S jurisdictional share of COST OF PROJECT exceeds COUNTY'S total payment, as set forth in paragraph (3) a., above, COUNTY shall pay to CITY the additional amount upon demand. Said demand shall consist of a billing invoice prepared by CITY. Conversely, if the required COUNTY'S jurisdictional share of the COST OF PROJECT is less than COUNTY'S deposit, CITY shall refund the difference to COUNTY within thirty (30) calendar days of the date CITY furnished COUNTY with the final accounting.
- c. COUNTY shall review the final accounting invoice prepared by CITY and report in writing any discrepancies to CITY within sixty (60) calendar days after COUNTY'S receipt of said invoice. Undisputed charges shall be paid by COUNTY to CITY within sixty (60) calendar days after COUNTY'S receipt of said invoice. CITY shall review all disputed charges and submit a written justification detailing the basis for those charges within sixty (60) calendar days of CITY'S receipt of COUNTY'S written report. COUNTY shall then make payment of the previously disputed charges or submit justification for nonpayment within sixty (60) calendar days after COUNTY'S receipt of CITY'S written justification.
- d. During construction of the PROJECT, CITY shall furnish an inspector or other representative to perform construction inspection in accordance with the plans and specifications approved by CITY and COUNTY. COUNTY may also furnish, at its sole discretion, and at no cost to CITY, an inspector or other representative to inspect construction of PROJECT within COUNTY'S JURISDICTION. Said inspector(s) shall cooperate and consult

**ENCLOSURE A**

with each other, and CITY'S inspector or any other person in charge of construction shall deliver the orders to the contractors.

- e. This AGREEMENT may be terminated, amended, or modified only by mutual written consent of CITY and COUNTY. Termination, amendments, and modifications of a nonmaterial nature may be made by the mutual written consent of the parties' Directors of Public Works/City Engineer or their delegates.
- f. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY: Mr. Greg de Vinck  
Public Works Director  
City of San Gabriel Public Works  
917 E. Grand Avenue  
San Gabriel, CA 91776-2729

COUNTY: Mr. Mark Pestrella  
Director of Public Works  
County of Los Angeles Public Works  
P.O. Box 1460  
Alhambra, CA 91802-1460

- g. Other than as provided below, neither CITY nor any officer or employee of CITY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT. It is also understood and agreed that, pursuant to California Government Code, Section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from any liability imposed for injury (as defined by California Government Code, Section 810.8) occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT.
- h. Neither CITY nor any officer or employee of CITY shall be responsible, directly or indirectly, for damage or liability arising from or attributable to the presence or alleged presence, transport, arrangement, or release of any hazardous materials, chemicals, or contaminants present at or stemming from the PROJECT within COUNTY'S JURISDICTION or arising from acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT, including liability under the

## ENCLOSURE A

Comprehensive Environmental, Response, Compensation and Liability Act of 1980 (CERCLA), as amended, the California Health and Safety Code, or common law. It is understood and agreed, pursuant to California Government Code, Section 895.4, that COUNTY shall fully indemnify, defend, and hold CITY harmless from any such damage, liability, or claim. In addition to being an agreement enforceable under the laws of the State of California, the foregoing indemnity is intended by the parties to be an agreement pursuant to 42 U.S.C. Section 9607, subdivision (e), Section 107, subdivision (e) of CERCLA, as amended, and Section 25364 of the California Health and Safety Code.

- i. Other than as provided below, neither COUNTY nor any officer or employee of COUNTY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT. It is also understood and agreed, pursuant to California Government Code, Section 895.4, that CITY shall fully indemnify, defend, and hold COUNTY harmless from any liability imposed for injury (as defined by California Government Code, Section 810.8) occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT.
- j. Neither COUNTY nor any officer or employee of COUNTY shall be responsible, directly or indirectly, for damage or liability arising from or attributable to the presence or alleged presence, transport, arrangement, or release of any hazardous materials, chemicals, or contaminants present at or stemming from the PROJECT within CITY'S JURISDICTION or arising from acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT, including liability under the CERCLA, as amended, the California Health and Safety Code, or common law. It is understood and agreed, pursuant to California Government Code, Section 895.4, that CITY shall fully indemnify, defend, and hold COUNTY harmless from any such damage, liability, or claim. In addition to being an agreement enforceable under the laws of the State of California, the foregoing indemnity is intended by the parties to be an agreement pursuant to 42 U.S.C. Section 9607, subdivision (e), Section 107, subdivision (e) of CERCLA, as amended, and California Health and Safety Code, Section 25364.
- k. In contemplation of the provision of Section 895.2 of the California Government Code imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the parties hereto, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will

**ENCLOSURE A**

assume the full liability imposed upon it or any of its officers, agents, or employees by law for injury caused by any act or omission occurring in the performance of this AGREEMENT to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each of the parties indemnifies and holds harmless the other party for any liability, cost, or expense that may be imposed upon such other party solely by virtue of Section 895.2. Section 2778 of the California Civil Code is made a part hereof as if incorporated herein.

- l. The provisions of this AGREEMENT shall supersede and control over any provisions inconsistent herewith in the Assumption of Liability Agreement 32063 between CITY and COUNTY, adopted by the County of Los Angeles Board of Supervisors on November 14, 1977, and currently in effect.
  
- m. That CITY authorizes the City Engineer to assign to COUNTY all of CITY'S right, title, and interest in any unelapsed portion of the one-year warranty granted to CITY by the construction contractor performing the road improvement work. This assignment is effective immediately following completion of the PROJECT.
  
- n. Venue for any litigation shall be Los Angeles County, California, or in the United States District Court for the Central District of California. Any waiver by the CITY or COUNTY of any breach of any term, covenant or condition herein shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein. No term, covenant or condition of this AGREEMENT shall be deemed to have been waived by CITY or COUNTY unless in writing. This AGREEMENT may be executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together constitute one and the same instrument. Each person executing this AGREEMENT hereby represents and warrants (i) their authority to do so, and (ii) that such authority has been duly and validly conferred.
  
- o. It is not intended by this AGREEMENT to create any third-party beneficiaries herein or to authorize any person or entity not a party to this AGREEMENT to maintain any suit, claim, or action under the AGREEMENT.

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IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized by the CITY OF SAN GABRIEL on May 7, 2024, and by the COUNTY OF LOS ANGELES Director of Public Works on June 4, 2024.



ATTEST:

EDWARD YEN  
Executive Officer of the Board  
of Supervisors of the County  
of Los Angeles

By *Maria Oleceda*  
Deputy JUN 4 2024

APPROVED AS TO FORM:

DAWYN R. HARRISON  
County Counsel

By *[Signature]*  
Deputy

LOS ANGELES COUNTY

By *[Signature]*  
Chair, Board of Supervisors

I hereby certify that pursuant to  
Section 25103 of the Government Code,  
Delivery of this document has been made.

EDWARD YEN  
Executive Officer  
Clerk of the Board of Supervisors

By *Maria Oleceda*  
Deputy

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

62 June 4, 2024

*Edward Yen*

EDWARD YEN  
EXECUTIVE OFFICER

CITY OF SAN GABRIEL

By *[Signature]*  
John Wu, Mayor

Date: May 7, 2024

ATTEST:

By *[Signature]*  
Julie Nguyen, City Clerk

APPROVED AS TO FORM:

By *[Signature]*  
Keith Lemieux, City Attorney

79562