



MARK PESTRELLA, Director

COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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IN REPLY PLEASE
REFER TO FILE

April 14, 2026

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

Dear Supervisors:

**CONSTRUCTION CONTRACT
TRANSPORTATION CORE SERVICE AREA
APPROVE COOPERATIVE AGREEMENT FOR
VALLEY BOULEVARD REHABILITATION PROJECT
THE CITY OF WALNUT, THE CITY OF INDUSTRY,
AND THE LOS ANGELES COUNTY
(SUPERVISORIAL DISTRICT 1)
(3-VOTES)**

SUBJECT

Public Works is seeking Board approval for a cooperative agreement between the City of Walnut, the City of Industry, and the Los Angeles County to provide financing and delegate responsibilities for a pavement rehabilitation project consisting of 0.9 miles of Valley Boulevard from Suzanne Road to 970 feet north of Somerset Drive.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed project is exempt from the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the project.
2. Approve the Valley Boulevard Rehabilitation Project and instruct the Chair of the Board to sign the cooperative agreement between the City of Walnut, City of Industry, and the Los Angeles County for the pavement rehabilitation project on Valley Boulevard from Suzanne Road to 970 feet north of Somerset Drive.
3. Delegate authority to the Director of Public Works or his designee to approve the County's estimated jurisdictional share up to \$2,950,000 for the project.

4. Delegate authority to the Director of Public Works or his designee to approve up to 10 percent of the County's estimated jurisdictional share equal to \$295,000 for any unforeseen expenses that may occur, thereby increasing the maximum contribution from \$2,950,000 to \$3,245,000 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 agreement to incorporate necessary nonmaterial programmatic and administrative changes.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to instruct the Chair of the Board to sign the enclosed cooperative agreement between the City of Walnut, City of Industry, and the Los Angeles County to provide financing and delegate responsibilities for the Valley Boulevard Rehabilitation project. The project will be administered by the City of Walnut and consists of the design and construction of roadway improvements, including cold milling the existing pavement and resurfacing the cold milled pavement with polymer-modified asphalt concrete over an asphalt rubber aggregate membrane; reconstruction of curb and gutter, sidewalks, parkway drains, driveways, and curb ramps; utility adjustments; traffic striping and pavement markings; and traffic signal loop restorations, on Valley Boulevard from Suzanne Road to 970 feet north of Somerset Drive. This project will improve the roadways within the City of Walnut and the City of Industry, and the County by providing a comprehensive project that benefits city residents and County constituents while minimizing impacts to the community.

Each jurisdiction will finance their respective jurisdictional shares of the total project cost, estimated to be \$1,110,000 for the City of Walnut, \$250,000 for the City of Industry, and \$2,950,000 for the County. Approval of the recommended actions will find that the project is exempt from California Environmental Quality Act (CEQA).

Construction is anticipated to begin in July 2026 and is anticipated to be completed in October 2026.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: North Star 3, Realize Tomorrow's Government Today, Focus Area Goal F, Flexible and Efficient Infrastructure, Strategy ii, Modernize Infrastructure, and Focus Area Goal G, Internal Controls and Processes, Strategy i, Maximize Revenue, by enhancing roadway conditions and safety that support the quality of life for Los Angeles County residents while maximizing revenue and leveraging resources.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The total project cost is estimated to be \$4,310,000. The cooperative agreement provides for the City of Walnut, the City of Industry, and the County to finance their jurisdictional shares of the total project cost estimated to be \$1,110,000, \$250,000, and \$2,950,000, respectively.

The County's share of the total project cost will be funded with the 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 2025-26 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 City of Walnut Council on July 9, 2025, and the City of Industry Council on August 14, 2025. The agreement provides for the City of Walnut to perform the preliminary engineering, administer the construction of the project, and perform all the other work necessary to complete the project. The City of Walnut, City of Industry, and the County will each finance their respective jurisdictional shares of the total project cost. Each jurisdiction's actual costs will be based on final accounting after completion of the project.

ENVIRONMENTAL DOCUMENTATION

The proposed project is exempt from CEQA. The project to repair and maintain existing roadways with no expansion in use, is within a class of projects that has been determined not to have a significant effect on the environment and meets the criteria set forth in Section 15301, Subdivision (c) of the California CEQA Guidelines and Class 1 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. In addition, based on the proposed project records, it will comply with all applicable regulations, and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled pursuant to California Government Code, Section 65962.5, or indications that it may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Valley Boulevard is included in the County's Master Plan of Highways and the proposed road improvements are needed and of general County interest.

The Honorable Board of Supervisors

4/14/2026

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CONCLUSION

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

Respectfully submitted,



MARK PESTRELLA, PE

Director

MP:EL:es

Enclosures

c: Chief Executive Office (Christine Frias)
County Counsel
Executive Office, Board of Supervisors

AGREEMENT

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

WITNESSETH

WHEREAS, Valley Boulevard from Suzanne Road to 970 feet north of Somerset Drive is on the Highway Element of both WALNUT and INDUSTRY and on COUNTY'S Highway Plan; and

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

Segment	Scope of Work	Thomas Guide	Length (miles)	Jurisdiction
Valley Boulevard – Suzanne Road to 970 feet north of Somerset Drive	Mill and Fill	639-G7, 639-H7	0.9	WALNUT, INDUSTRY, and COUNTY

WHEREAS, the work will consist of cold milling the existing pavement and resurfacing the cold milled pavement with polymer modified asphalt concrete (PMAC) over asphalt rubber aggregate membrane (ARAM); 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 PROJECT); and

WHEREAS, the aforementioned work, included in a WALNUT-administered project named Valley Boulevard Rehabilitation Project; and

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

WHEREAS, PROJECT is of general interest to WALNUT, INDUSTRY, and COUNTY; and

WHEREAS, WALNUT 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

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, WALNUT, INDUSTRY, and COUNTY are each willing to finance their respective shares of the COST OF PROJECT within their JURISDICTIONS; and

WHEREAS, COST OF PROJECT is currently estimated to be Four Million Three Hundred Ten Thousand and 00/100 Dollars (\$4,310,000.00) with WALNUT'S share estimated to be One Million One Hundred Ten Thousand and 00/100 Dollars (\$1,110,000.00), INDUSTRY'S share estimated to be Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00), and COUNTY'S share estimated to be Two Million and Nine Hundred Fifty Thousand and 00/100 Dollars (\$2,950,000.00); 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 WALNUT, INDUSTRY, 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 WALNUT and INDUSTRY, 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 PROJECT, and the cost of any additional unforeseen work that is necessary for the construction of the PROJECT, and which is approved by the jurisdiction responsible for the associated cost..
- 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 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 WALNUT, INDUSTRY, 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 WALNUT, INDUSTRY, 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 WALNUT and a written notification to both INDUSTRY'S Director of Public Works or to his/her designee or successor, and COUNTY'S Head of Permit Section, Ms. Imelda Ng, at ing@pw.lacounty.gov, or to her designee or successor, that the improvement within INDUSTRY'S JURISDICTION and COUNTY'S JURISDICTION are transferred to INDUSTRY and COUNTY, respectively, for the purposes of operation and maintenance.

(2) WALNUT 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 WALNUT'S jurisdictional share of the COST OF PROJECT, the actual amount of which will be determined by a final accounting pursuant to paragraph (5) a., below.
- c. To accept INDUSTRY'S PAYMENT in the amount of Two Hundred Fifty Thousand and 00/100 (\$250,000.00) to finance INDUSTRY'S estimated share of the COST OF PROJECT.
- d. To accept COUNTY'S PAYMENT in the amount of Two Million and Nine Hundred Fifty Thousand and 00/100 Dollars (\$2,950,000.00) to finance COUNTY'S estimated share of the COST OF PROJECT.
- e. To obtain INDUSTRY'S approval of plans for the PROJECT prior to start of construction and to obtain INDUSTRY'S approval for any material revisions to the plans and for any additional work that WALNUT proposes to complete in INDUSTRY'S JURISDICTION as part of the PROJECT.
- f. 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 WALNUT proposes to complete in COUNTY'S JURISDICTION as part of the PROJECT.

- g. To act as INDUSTRY'S attorney-in-fact for the purpose of implementing the PROJECT within INDUSTRY'S JURISDICTION and all things necessary and proper to complete the PROJECT.
- h. 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.
- i. 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 both INDUSTRY and COUNTY in all negotiations pertaining thereto.
- j. To ensure that both COUNTY and INDUSTRY, along with their respective 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.
- k. 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 WALNUT'S JURISDICTION.
- l. 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 both INDUSTRY and COUNTY each with a copy of same within three (3) business days. WALNUT shall be responsible for withholding the funds in compliance with California Civil Code, section 9350 et seq.
- m. To provide any change order(s) for the PROJECT within INDUSTRY'S JURISDICTION to INDUSTRY in a timely manner via electronic mail notification to INDUSTRY'S City Engineer or his/her designee or successor. If INDUSTRY does not respond within ~~ten~~ (14) calendar days, WALNUT may proceed with the change order(s).
- n. 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 or her designee or successor. If COUNTY does not respond within ten (10) calendar days, WALNUT may proceed with the change order(s).
- o. To furnish both INDUSTRY and COUNTY each, 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.

- p. To provide as-built plans to INDUSTRY upon completion of PROJECT subject to final inspection and acceptance by INDUSTRY that the improvements within INDUSTRY'S JURISDICTION have been constructed to INDUSTRY'S satisfaction in accordance with said plans and specifications approved by INDUSTRY'S City Engineer or his/her designee.
- q. 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.
- r. Upon completion of PROJECT, to maintain in good condition and at WALNUT'S expense, all improvements constructed as part of PROJECT within WALNUT'S JURISDICTION.
- s. To comply with all applicable federal, State, and local laws, rules, and ordinances in the performance of this AGREEMENT.
- t. To ensure that both COUNTY and INDUSTRY, along with their respective officers, employees, and agents, are named as indemnified parties in the construction contract for the PROJECT, and that contractor agrees to indemnify, protect, defend and hold harmless the CITY and COUNTY from and against any and all losses, liabilities, damages, costs and expenses, including legal counsels fees and costs caused in whole or in part by any negligent or wrongful act, error or omission of the contractor, its officers, agents, employees or subconsultants (or any agency or individual that contractor shall bear the legal liability thereof) in the performance of the PROJECT.

(3) INDUSTRY AGREES:

- a. To finance INDUSTRY'S jurisdictional share of COST OF PROJECT, the actual amount of which is to be determined by a final accounting, pursuant to paragraph (5) a., below.
- b. To deposit with WALNUT, following execution of this AGREEMENT and upon demand by WALNUT but in no event earlier than thirty (30) calendar days prior to the solicitation of the PROJECT for construction bids, INDUSTRY funds in the amount of Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00) to finance its estimated jurisdictional share of the COST OF PROJECT described in paragraph (3) a., above. WALNUT'S demand will consist of a billing invoice prepared by WALNUT and delivered to INDUSTRY. The actual amount of INDUSTRY'S jurisdictional share shall be determined by a final accounting of COST OF PROJECT.

- c. To provide WALNUT 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 WALNUT and approval of construction plans for PROJECT, to issue WALNUT any necessary permits authorizing WALNUT to construct those portions of PROJECT within INDUSTRY'S JURISDICTION at no cost to WALNUT.
- e. To cooperate with WALNUT 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 INDUSTRY 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 WALNUT when necessary to construct, complete, and maintain the PROJECT, or to appoint WALNUT 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 INDUSTRY'S JURISDICTION.
- g. Upon completion of PROJECT, and after receiving written notification from WALNUT, to maintain in good condition and at INDUSTRY'S expense all improvements constructed as part of PROJECT within INDUSTRY'S JURISDICTION.

(4) 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 (5) a., below.
- b. To deposit with WALNUT, following execution of this AGREEMENT and upon demand by WALNUT 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 Two Million Nine Hundred Fifty Thousand and 00/100 Dollars (\$2,950,000.00) to finance its estimated jurisdictional share of the COST OF PROJECT described in paragraph (4) a., above. WALNUT'S demand will consist of a billing invoice prepared by WALNUT

and delivered to COUNTY. The actual amount of COUNTY'S jurisdictional share shall be determined by a final accounting of COST OF PROJECT.

- c. To provide WALNUT 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 WALNUT and approval of construction plans for PROJECT, to issue WALNUT any necessary permits) authorizing WALNUT to construct those portions of PROJECT within COUNTY'S JURISDICTION at no cost to WALNUT.
- e. To cooperate with WALNUT 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 WALNUT when necessary to construct, complete, and maintain the PROJECT, or to appoint WALNUT 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 PROJECT, and after receiving written notification from WALNUT, to maintain in good condition and at COUNTY'S expense all improvements constructed as part of PROJECT within COUNTY'S JURISDICTION.

(5) 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 WALNUT, INDUSTRY, 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 WALNUT'S JURISDICTION shall be borne by WALNUT. Such costs constitute WALNUT'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 INDUSTRY'S JURISDICTION shall be borne by INDUSTRY. Such costs constitute

INDUSTRY'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, INDUSTRY'S jurisdictional share of COST OF PROJECT exceeds INDUSTRY'S total payment, as set forth in paragraph (3) a., above, INDUSTRY shall pay to WALNUT the additional amount upon demand. Said demand shall consist of a billing invoice prepared by WALNUT. Conversely, if the required INDUSTRY'S jurisdictional share of the COST OF PROJECT is less than INDUSTRY'S deposit, WALNUT shall refund the difference to INDUSTRY within thirty (30) calendar days of the date WALNUT furnished INDUSTRY with the final accounting.
- c. INDUSTRY shall review the final accounting invoice prepared by WALNUT and report in writing any discrepancies to WALNUT within sixty (60) calendar days after INDUSTRY'S receipt of said invoice. Undisputed charges shall be paid by INDUSTRY to WALNUT within sixty (60) calendar days after INDUSTRY'S receipt of said invoice. WALNUT shall review all disputed charges and submit a written justification detailing the basis for those charges within sixty (60) calendar days of WALNUT'S receipt of INDUSTRY'S written report. INDUSTRY shall then make payment of the previously disputed charges or submit justification for nonpayment within sixty (60) calendar days after INDUSTRY'S receipt of WALNUT'S written justification.
- d. That if, at final accounting, COUNTY'S jurisdictional share of COST OF PROJECT exceeds COUNTY'S total payment, as set forth in paragraph (4) a., above, COUNTY shall pay to WALNUT the additional amount upon demand. Said demand shall consist of a billing invoice prepared by WALNUT. Conversely, if the required COUNTY'S jurisdictional share of the COST OF PROJECT is less than COUNTY'S deposit, WALNUT shall refund the difference to COUNTY within thirty (30) calendar days of the date WALNUT furnished COUNTY with the final accounting.
- e. COUNTY shall review the final accounting invoice prepared by WALNUT and report in writing any discrepancies to WALNUT within sixty (60) calendar days after COUNTY'S receipt of said invoice. Undisputed charges shall be paid by COUNTY to WALNUT within sixty (60) calendar days after COUNTY'S receipt of said invoice. WALNUT shall review all disputed charges and submit a written justification detailing the basis for those charges within sixty (60) calendar days of WALNUT'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 WALNUT'S written justification.

- f. During construction of the PROJECT, WALNUT shall furnish an inspector or other representative to perform construction inspection in accordance with the plans and specifications approved by WALNUT, INDUSTRY, and COUNTY. INDUSTRY and COUNTY may each furnish, at their sole discretion, and at no cost to WALNUT, an inspector or other representative to inspect construction of PROJECT within INDUSTRY'S JURISDICTION and COUNTY'S JURISDICTION, respectively. Said inspector(s) shall cooperate and consult with each other, and WALNUT'S inspector or any other person in charge of construction shall deliver the orders to the contractors.
- g. This AGREEMENT may be terminated, amended, or modified only by mutual written consent of WALNUT, INDUSTRY, and COUNTY. Termination, amendments, and modifications of a nonmaterial nature may be made by the mutual written consent of the parties' Director of Public Works/City Engineers or their delegates.
- h. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

WALNUT: Ms. Melissa Barcelo
 Director of Public Works
 City of Walnut
 21701 East Valley Boulevard
 Walnut, CA 91789-0927

INDUSTRY: Mr. Mathew Hudson
 Director of Public Works
 City of Industry
 15625 Mayor Dave Way
 City of Industry, CA 91744

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

- i. Other than as provided below, neither WALNUT nor COUNTY, nor any officer or employee of WALNUT or COUNTY, shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of INDUSTRY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of INDUSTRY under this AGREEMENT. It is also understood and agreed that, pursuant to California Government Code, section 895.4, INDUSTRY shall fully indemnify, defend, and hold both WALNUT and 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 INDUSTRY

under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of INDUSTRY under this AGREEMENT.

- j. Neither WALNUT nor COUNTY, nor any officer or employee of WALNUT or 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 INDUSTRY'S JURISDICTION or arising from acts or omissions on the part of INDUSTRY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of INDUSTRY under this AGREEMENT, including liability under the 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 INDUSTRY shall fully indemnify, defend, and hold both WALNUT and 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 section 25364 of the California Health and Safety Code.
- k. Other than as provided below, neither INDUSTRY nor COUNTY, nor any officer or employee of INDUSTRY or COUNTY, shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of WALNUT under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of WALNUT under this AGREEMENT. It is also understood and agreed, pursuant to California Government Code, section 895.4, that WALNUT shall fully indemnify, defend, and hold both INDUSTRY and 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 WALNUT under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of WALNUT under this AGREEMENT.
- l. Neither INDUSTRY nor COUNTY, nor any officer or employee of INDUSTRY or 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 WALNUT'S JURISDICTION or arising from acts or omissions on the part of WALNUT under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of WALNUT under this AGREEMENT, including liability under the 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 WALNUT shall fully indemnify, defend, and hold both INDUSTRY and 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 section 25364 of the California Health and Safety Code.

- m. Other than as provided below, neither WALNUT nor INDUSTRY, nor any officer or employee of WALNUT or INDUSTRY, 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 both WALNUT and INDUSTRY 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.
- n. Neither WALNUT nor INDUSTRY, nor any officer or employee of WALNUT or INDUSTRY, 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 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 both WALNUT and INDUSTRY 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.
- o. 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 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 parties 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.

- p. The provisions of this AGREEMENT shall supersede and control over any provisions inconsistent herewith in the Assumption of Liability Agreement 32063 between WALNUT and COUNTY, adopted by the County of Los Angeles Board of Supervisors on November 14, 1977, and any subsequent revisions thereto, and currently in effect.
- q. The provisions of this AGREEMENT shall supersede and control over any provisions inconsistent herewith in the Assumption of Liability Agreement 32379 between INDUSTRY and COUNTY, adopted by the County of Los Angeles Board of Supervisors on December 27, 1977, and any subsequent revisions thereto, and currently in effect.
- r. That WALNUT authorizes its City Engineer to assign to INDUSTRY and COUNTY all of WALNUT'S right, title, and interest in any unelapsed portion of the one-year warranty granted to WALNUT by the construction contractor performing the road improvement work. This assignment is effective immediately following completion of the PROJECT.
- s. 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 WALNUT, INDUSTRY, 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 WALNUT, INDUSTRY, 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.
- t. 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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ENCLOSURE A

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized by the CITY OF WALNUT on _____, 2025, by the CITY OF INDUSTRY on _____, and by the COUNTY OF LOS ANGELES on _____, 2025.

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

ATTEST:

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

By _____
Deputy

CITY OF INDUSTRY

By Con C. Moss
Mayor

Date: 8/14/2025

ATTEST:

By Julia A. Rice
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By Audrey
Deputy

By Jameson Carr
City Attorney

CITY OF WALNUT

By Judith Freedman
Mayor

Date: 7-9-25

ATTEST:

By Terisa DeDuro
City Clerk

APPELVED AS TO FORM:

By [Signature]
City Attorney