



MARK PESTRELLA, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

June 16, 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
ADOPT FUNDING COOPERATIVE AGREEMENT
ADOPT, ADVERTISE, AND AWARD
PROJECT ID NO. RMD1102001
WEST PUENTE VALLEY – TEMPLE AVENUE ET AL.
IN THE CITIES OF INDUSTRY, LA PUENTE, AND SOUTH EL MONTE
AND IN THE UNINCORPORATED COMMUNITY OF WEST PUENTE VALLEY
(SUPERVISORIAL DISTRICT 1)
(4-VOTES)**

SUBJECT

Public Works is seeking Board approval to adopt plans and specifications, advertise for constructions bids, and award and execute a construction contract for the West Puente Valley – Temple Avenue et al., project in the Cities of Industry, La Puente, and South El Monte, and in the unincorporated community of West Puente Valley. Public Works is also requesting authorization for the Director of Public Works to execute a Funding Cooperative Agreement with the City of Industry to include appropriate City contributions to the project.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed project and related actions are exempt from the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the project.
2. Adopt and authorize the Director of Public Works or his designee to sign a Funding Cooperative Agreement between the County of Los Angeles and the City of Industry to allow the city to contribute their share of funding, estimated to be \$303,000, to the project. The Director of Public Works or his designee may execute amendments to the Funding Cooperative Agreement to incorporate necessary programmatic and administrative changes.
3. Approve the project and adopt the plans and specifications that are on file in Public Works' Project Management Division III for the West Puente Valley – Temple Avenue et al., project at an estimated construction contract cost between \$3,700,000 and \$5,600,000.
4. Instruct the Executive Officer of the Board to advertise for bids in accordance with the Instruction Sheet for Publishing Legal Advertisement that are to be received before 11 a.m. on July 14, 2026, in accordance with the Notice Inviting Bids.
5. Delegate authority to the Director of Public Works or his designee to determine whether the bid of the apparent responsible contractor with the lowest apparent responsive bid is, in fact, responsive and, if not responsive, to determine which apparent responsible contractor submitted the lowest responsive bid.
6. Delegate authority to the Director of Public Works or his designee to award and execute a construction contract for the West Puente Valley – Temple Avenue et al., project to the apparent responsible contractor with the lowest apparent responsive bid within or less than the estimated cost range of \$3,700,000 and \$5,600,000, or that exceeds the estimated cost range by no more than 15 percent, if additional funds have been identified.
7. Delegate to the Director of Public Works or his designee the following authority in connection with this contract: (a) extend the date and time for the receipt of bids consistent with the requirements of California Public Contract Code, Section 4104.5; (b) allow substitution of subcontractors and relief of bidders upon demonstration of the grounds set forth in California Public Contract Code, Sections 4100 et seq. and 5100 et seq., respectively; (c) approve and execute change

orders within the same monetary limits delegated to the Director of Public Works or his designee under California Public Contract Code, Section 20395; (d) accept the project upon its final completion; and (e) make required findings and release retention money withheld consistent with the requirements of California Public Contract Code, Sections 7107 and 9203.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to find that the proposed project and related actions are exempt from the California Environmental Quality Act (CEQA); authorize Public Works to execute a Funding Cooperative Agreement (Agreement) with the City of Industry; and allow Public Works to construct the West Puente Valley – Temple Avenue et al., project in the Cities of Industry, La Puente, and South El Monte, and in the unincorporated community of West Puente Valley (see Enclosure A).

The proposed project includes the resurfacing of 4.2 miles of major and local roads; reconstruction of curb and gutter, sidewalk, driveways, and curb ramps; striping and pavement markings; upgrades to traffic signals; and performance of other appurtenant work. The proposed project will also remove 33 trees, which are not considered to be protected trees, and 24-inch box trees will be planted at appropriate locations to replace them. When completed, the project will extend the service life of the roadways, reduce wear and tear on vehicles, and enhance quality of life for the community.

Board adoption of the Agreement between the County of Los Angeles and the City of Industry is necessary for financing of the City's jurisdictional share, estimated to be \$303,000, and delegation of responsibilities for the project (see Enclosure B). The County of Los Angeles will perform the preliminary engineering and administer construction of the proposed project with the City and County to finance their respective jurisdictional shares of the project cost. The City's and County's actual costs would be based upon a final accounting after completion of the project. Authorizing the Director of Public Works or his designee to execute the Agreement will expedite project delivery. The Agreement would be approved as to form by County Counsel before execution.

It is anticipated that the construction work will start in June 2027 and be completed in July 2028.

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, Strategy i, Climate Health, by supporting ongoing efforts to manage and improve public infrastructure assets.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The estimated construction contract cost to complete this proposed project is in the range of \$3,700,000 to \$5,600,000 with a maximum construction contract cost to be within 15 percent of this range. The total project cost is estimated to be \$7,200,000. In addition to the construction contract cost, the total project cost includes the preparation of plans and specifications, consultant services, survey, environmental clearance, right-of-way and utility clearances, material testing, inspection, contract administration, change order contingency, and other County services.

Portions of the proposed project are in the Cities of Industry and South El Monte. The City of Industry will finance its jurisdictional share of the project cost, estimated to be \$303,000, under the County-City of Industry Funding Cooperative Agreement. The City of South El Monte will finance its jurisdictional share of the project cost, estimated to be \$41,000, under City Service Request No. 269784.

The project will be funded using 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 2026-27 Budget. Funding for future costs will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

This project will be advertised in accordance with Section 20392 of the California Public Contract Code.

The contract award will comply with applicable Federal and State requirements and Board policies and mandates. The contract documents will require the contractor to comply with these same requirements, policies, and mandates. The construction contract will be in the form previously reviewed and approved as to form by County Counsel.

As required by Board Policy No. 5.140, information, such as defaulted contracts with the County, complaints filed with the Contractors State License Board, labor violations, and debarment actions will be considered before a contract is awarded.

Documents related to award of this contract will be available at Public Works' Project Management Division III, 900 South Fremont Avenue, 8th Floor, Alhambra, CA 91803.

Effective June 7, 2023, Countywide Community Workforce Agreement applies to projects with an estimated construction contract value of \$5,000,000 or greater. Provisions of the Countywide Community Workforce Agreement will not be applied to this contract as the estimated construction contract value is below the threshold.

ENVIRONMENTAL DOCUMENTATION

The proposed project is exempt from CEQA. The project, to resurface approximately 4.2 miles of roads, modify traffic signal system, and related improvements described above, is within a class of projects that have been determined not to have a significant effect on the environment and which meets the criteria set forth in Sections 15301 (b), (c), (g), and (h) and 15302 (c) of the CEQA Guidelines and Class 1 (e), (k), and (x), Subsections 2, 4, 9, 14, 18, and 22 and Class 2 (e) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G, which apply to operation, repair, minor alteration, replacement or reconstruction of existing structures, and facilities with negligible or no expansion use. 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 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.

Upon the Board's approval of the recommended actions, Public Works will file a Notice of Exemption with the Registrar-Recorder/County Clerk and with the State Clearinghouse in the Office of Land Use and Climate Innovation in accordance with California Public Resources Code, Section 21152, and will post the notice to Public Works' website in accordance with Section 21092.2.

CONTRACTING PROCESS

In accordance with the Board's consolidated Local and Targeted Worker Hire Policy, the contract documents will require that at least 30 percent of the total California craft worker hours for construction of the project be performed by Local Residents and at least 10 percent be performed by Targeted Workers facing employment barriers.

To increase contractor awareness of Public Works' program to contract work out to the private sector, this project will be listed on both the County's "Doing Business with LA County" and "Do Business with Public Works" websites for open bids:

<https://lacounty.gov/business/doing-business-with-la-county/>

<https://pw.lacounty.gov/contracts/opportunities>

Additionally, contract solicitations will be advertised through web-based and social media platforms.

In order to increase opportunities for small businesses, Public Works will be offering preference to Local Small Business Enterprises in compliance with Los Angeles County Code, Chapter 2.204.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

When the project is completed, it will have a positive impact by reducing traffic congestion and enhancing pedestrian mobility and safety along various streets within the Cities of Industry and South El Monte, and in the unincorporated community of West Puente Valley.

The Honorable Board of Supervisors
June 16, 2026
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CONCLUSION

Please return one adopted copy of this Board letter and signed Agreement to Public Works, Project Management Division III.

Respectfully submitted,



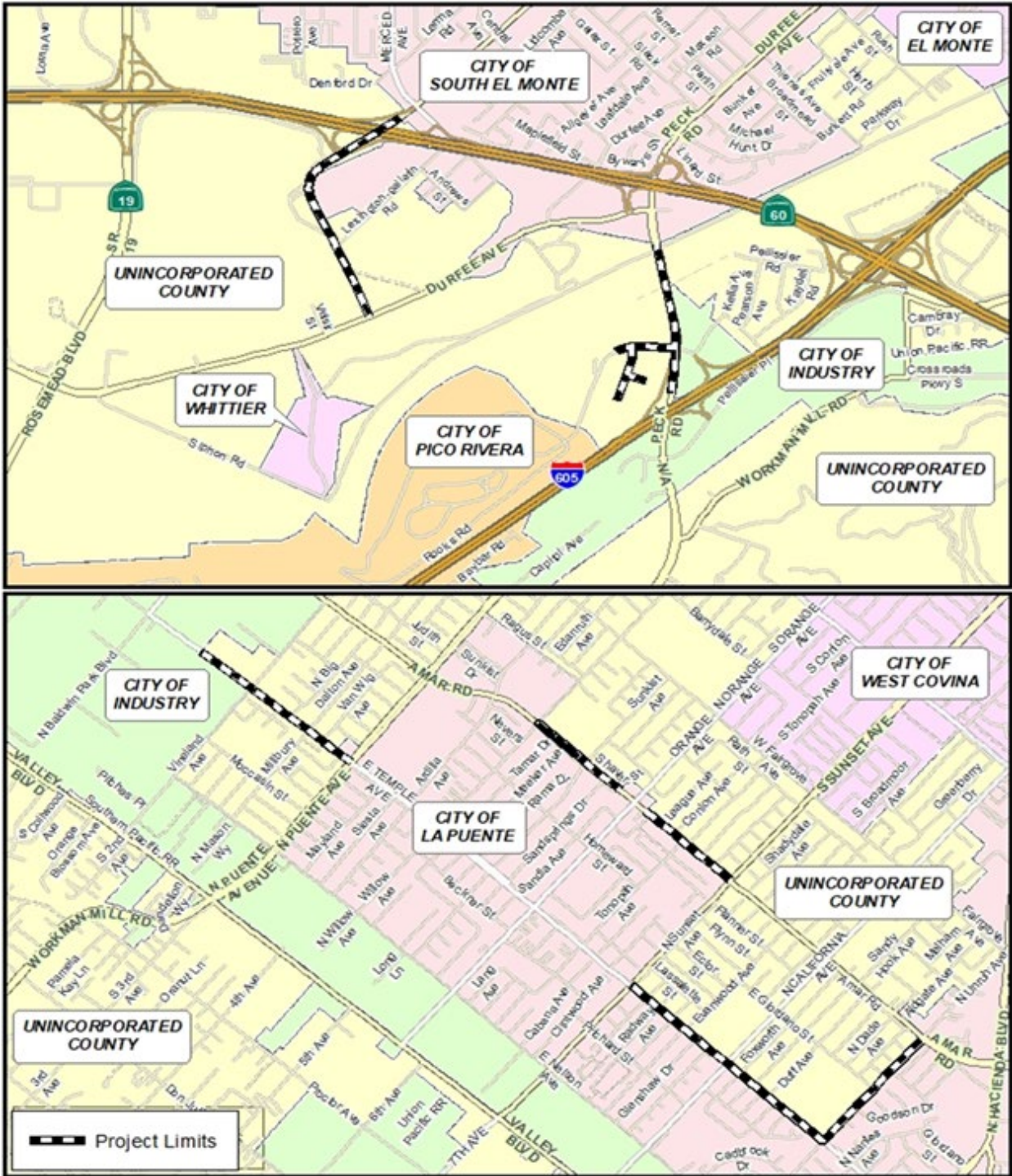
MARK PESTRELLA, PE
Director of Public Works

MP:JWA:ma

Enclosures

c: Chief Executive Office (Christine Frias)
County Counsel
Executive Office, Board of Supervisors
Internal Services (Countywide Contract Compliance)

WEST PUENTE VALLEY – TEMPLE AVENUE ET AL.
PROJECT ID NO. RMD1102001



AGREEMENT

THIS AGREEMENT, made and entered into by and between the CITY OF INDUSTRY, 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, Temple Avenue and Peck Road are on the Highway Element of CITY and on COUNTY'S Highway Plan; and

WHEREAS, CITY and the COUNTY propose to improve the roadway pavement of the following segments which are jurisdictionally shared between CITY and COUNTY:

Segment	Scope of Work	Length (miles)	Jurisdiction
Temple Avenue from 955 feet west of Vineland Avenue to Vineland Avenue	1 ½-inch of asphalt rubber hot mix (ARHM) over cold milled surface	0.18	CITY/COUNTY
Peck Road from 877 feet south of Rooks Road to Rooks Road	1 ½-inch of asphalt rubber hot mix (ARHM) over cold milled surface	0.17	CITY/COUNTY

WHEREAS, the parties intend to perform pavement work as described on the table above, and construction or modification of curb ramps at locations where right-of-way acquisitions, utility relocation, and other improvements beyond the footprint of a standard curb ramp is not required; and

WHEREAS, the aforementioned work, which is included in a COUNTY-administered project named West Puente Valley – Temple Avenue et al. project, (hereinafter referred to as PROJECT), includes other improvements and work on other County Street segments not mentioned in this AGREEMENT; and

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

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

ENCLOSURE B

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, the COST OF PROJECT is currently estimated to be Four Million Two Hundred Thousand and 00/100 Dollars (\$4,200,000.00) with CITY'S share estimated to be Two Hundred Seven Thousand and 00/100 Dollars (\$207,000.00), COUNTY'S share estimated to be Three Million Nine Hundred Ninety Three Thousand and 00/100 Dollars (\$3,993,000.00); and

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

WHEREAS, such a proposal is authorized and provided for by the provisions of Section 23004, et seq. of the 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 the 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 area within the geographical boundary of the CITY and the unincorporated COUNTY areas referenced 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 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 in accordance with plans and specifications approved by the CITY and the COUNTY.
- d. CONSTRUCTION ADMINISTRATION as referred to in this AGREEMENT shall consist of construction contract administration, construction inspection, materials testing, construction survey, traffic detour, signing and striping, construction engineering, utility relocation and coordination matters, changes and modifications of plans and specifications for PROJECT necessitated by unforeseen or unforeseeable field conditions encountered during construction of PROJECT, construction

contingencies, and all other necessary work after advertising of PROJECT for construction bids to cause 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; right-of-way acquisition and clearance matters, if any; and all other work necessary to complete PROJECT in accordance with the plans and specifications approved by the CITY and the COUNTY and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any or all of the aforementioned items.
- f. Completion of PROJECT as referred to in this AGREEMENT shall be defined as the date of field acceptance of construction of PROJECT by COUNTY and a written notification to CITY'S Director of Public Works that the improvements within CITY'S JURISDICTION are transferred to CITY for the purpose of operation and maintenance.

(2) CITY AGREES:

- a. To finance CITY'S jurisdictional share of the COST OF PROJECT, CITY'S actual share will be determined by a final accounting pursuant to Section (4) a. below.
- b. To deposit with the COUNTY following execution of this AGREEMENT and upon demand by the COUNTY Two Hundred Seven Thousand and 00/100 Dollars (\$207,000.00) to finance its estimated jurisdictional share of the COST OF PROJECT (CITY'S PAYMENT). Said demand will consist of a billing invoice prepared by COUNTY.
- c. To provide COUNTY 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 that contractors or any other person in charge of construction shall have no merit to request change in work compensation.
- d. Upon receipt of a permit application from COUNTY and approval of construction plans for PROJECT, to issue COUNTY any necessary permit(s) authorizing COUNTY to construct those portions of PROJECT within CITY'S JURISDICTION at no cost to COUNTY.
- e. To be financially responsible for disposal and/or mitigation measures, if necessary, should any hazardous materials, chemicals, or contaminants be encountered during construction of the PROJECT within CITY'S JURISDICTION.

- f. To cooperate with the COUNTY in conducting negotiations with and, where appropriate, to 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, which interfere with the proposed construction. CITY 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 COUNTY when necessary to construct, complete, and maintain PROJECT or to appoint COUNTY as its attorney-in-fact to exercise such prior rights.
- g. Upon completion of PROJECT, to accept full and complete ownership of PROJECT within CITY'S jurisdiction, and to operate and maintain in good condition and at CITY'S expense, all improvements constructed as part of PROJECT within CITY'S JURISDICTION.
- h. To comply with all applicable federal, State, and local laws, rules and ordinances in the performance of this AGREEMENT.

(3) COUNTY AGREES:

- a. To perform or cause to be performed the PRELIMINARY ENGINEERING, CONSTRUCTION ADMINISTRATION, right-of-way acquisition and clearance matters, and all other work necessary to complete PROJECT.
- b. To finance COUNTY'S jurisdictional share of COST OF PROJECT, currently estimated to be Three Million Nine Hundred Ninety-Three Thousand and 00/100 Dollars (\$3,993,000.00), the actual amount of which is to be determined by a final accounting, pursuant to Section (4) a. below.
- c. To accept CITY'S deposit of Two Hundred Seven Thousand and 00/100 Dollars (\$207,000.00), which is CITY'S estimated share of the COST OF PROJECT, the actual amount of which will be determined by a final accounting, pursuant to Section (4) a. below.
- d. To obtain CITY'S approval of plans for the PROJECT prior to solicitation for construction bids.
- e. To furnish CITY 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.
- 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 the PROJECT within COUNTY'S JURISDICTION.

- g. 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 CITY with a copy of same within three (3) business days. COUNTY shall be responsible for withholding the funds in compliance with Civil Code § 9350 et seq.
- h. Upon completion of PROJECT, to operate and maintain in good condition and at COUNTY'S expense all improvements constructed as part of PROJECT within COUNTY'S JURISDICTION.
- i. To comply with all applicable Federal, State, and local laws, rules, and ordinances in the performance of this AGREEMENT.

(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 PROJECT work) 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 PROJECT work, 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 CITY'S jurisdictional share of COST OF PROJECT exceeds CITY'S PAYMENT, as set forth in Section (3) b. above, CITY shall pay to COUNTY the additional amount upon demand. Said demand shall consist of a billing invoice prepared by COUNTY. Conversely, if the CITY's jurisdictional share is less than CITY'S PAYMENT, COUNTY shall refund the difference to CITY without further action by CITY.
- c. CITY shall review the final accounting invoice prepared by COUNTY and report in writing any discrepancies to COUNTY within sixty (60) calendar days after the date of said invoice. Undisputed charges shall be paid by CITY to COUNTY within sixty (60) calendar days after the date of said invoice. COUNTY shall review all disputed charges and submit a written justification detailing the basis for those charges within sixty (60) calendar days of receipt of CITY's written report. CITY shall then make payment of the previously disputed charges or submit justification for nonpayment within sixty (60) calendar days after the date of COUNTY's written justification.

- d. During construction of the PROJECT, COUNTY shall furnish an inspector or other representative to perform the functions of an inspector. CITY may also furnish, at no cost to COUNTY, an inspector or other representative to inspect construction of PROJECT within CITY's JURISDICTION. Said inspectors shall cooperate and consult with each other, but the orders of COUNTY inspector to the contractors or any other person in charge of construction shall prevail and be final.
- e. This AGREEMENT may be terminated, amended, or modified only by mutual written consent of CITY and COUNTY. Amendments, modifications, and termination 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. Mathew Hudson
Engineering Manager
City of Industry
15625 Mayor Dave Way
City of Industry, CA 91744

COUNTY: Mr. Mark Pestrella, PE
Director of Public Works
County of Los Angeles
Department of 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 Government Code Section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from any liability imposed for injury (as defined by 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 the COUNTY'S JURISDICTION or arising from acts or omissions on the part of the COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of the COUNTY under this AGREEMENT, including liability under the Comprehensive Environmental, Response, Compensation and Liability Act of 1980 (CERCLA) the California Health and Safety Code or common law. It is understood and agreed pursuant to Government Code Section 895.4, 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(e), Section 107(e) of the amended CERCLA, and the California Health and Safety Code Section 25364.

- 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 that pursuant to Government Code Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any liability imposed for injury (as defined by 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 the CITY'S JURISDICTION or arising from acts or omissions on the part of the CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of the CITY under this AGREEMENT, including liability under the CERCLA, the California Health and Safety Code or common law. It is understood and agreed pursuant to Government Code Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any such damage, liability, or claim arising from CITY's jurisdiction. 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(e), Section 107(e) of the amended CERCLA, and the California Health and Safety Code Section 25364.
- k. In contemplation of the provision of Section 895.2 of the Government Code of the State of California 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 party for any liability, cost, or expense that may be imposed upon such other party solely by virtue of Section 895.2. The provision of Section 2778 of the California Civil Code is made a part hereof as if incorporated herein.

- I. The provisions of this AGREEMENT shall supersede and control over any provisions inconsistent herewith in the Assumption of Liability Agreement 32379 between CITY and COUNTY, adopted by the Board of Supervisors on December 27, 1977, and currently in effect.

- m. 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.

- n. It is not intended by this AGREEMENT to create any third-party beneficiaries herein or to authorize any person 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 INDUSTRY on _____, 2024, and by the COUNTY OF LOS ANGELES on _____, 2026.

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

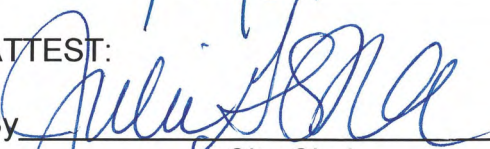
DAWYN R. HARRISON
County Counsel

By  _____
Deputy

CITY OF INDUSTRY

By  _____
Mayor

Date: 1/25/24

ATTEST:
By  _____
City Clerk

APPROVED AS TO FORM:

By  _____
City Attorney