



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

IN REPLY PLEASE  
REFER TO FILE

November 07, 2023

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

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

54 November 7, 2023

CELIA ZAVALA  
EXECUTIVE OFFICER

Dear Supervisors:

**CONSTRUCTION CONTRACT  
TRANSPORTATION CORE SERVICE AREA  
APPROVE COOPERATIVE AGREEMENT AND  
ADOPT, ADVERTISE, AND AWARD  
ALTADENA - ALTADENA DRIVE AND WASHINGTON BOULEVARD  
ROADWAY IMPROVEMENT  
PROJECT ID NO. RMD2504001  
IN THE CITY OF PASADENA AND  
IN THE UNINCORPORATED COMMUNITY OF ALTADENA  
(SUPERVISORIAL DISTRICT 5)  
(3 VOTES)**

**SUBJECT**

Public Works is seeking Board approval of the Cooperative Agreement between the County of Los Angeles and the City of Pasadena to provide financing and delegation of responsibilities for the design and construction of the Altadena - Altadena Drive and Washington Boulevard Roadway Improvement Project, and to procure a construction contract to deliver the project in the City and in the unincorporated community of Altadena.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the proposed project and recommended actions are exempt from the provisions of the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the project.

2. Authorize the Chair of the Board of Supervisors to sign the Cooperative Agreement between the County of Los Angeles and the City of Pasadena related to the funding of the Altadena - Altadena Drive and Washington Boulevard Roadway Improvement Project. The Cooperative Agreement provides for the County to perform the preliminary engineering and administer construction of the project, with the City and the County to finance their respective jurisdictional shares of the project cost estimated to be \$880,000 and \$8,843,000, respectively.
3. Authorize 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.
4. Approve the project and adopt the plans and specifications that are on file with Public Works Project Management Division III for the Altadena - Altadena Drive and Washington Boulevard Roadway Improvement Project at an estimated construction contract cost between \$4,750,000 and \$7,000,000.
5. Instruct the Executive Officer of the Board of Supervisors to advertise for bids in accordance with the Instruction Sheet for Publishing Legal Advertisement that are to be received before 11 a.m. on December 5, 2023, in accordance with the Notice Inviting Bids.
6. 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.
7. Delegate authority to the Director of Public Works or his designee to award and execute a construction contract for the Altadena - Altadena Drive and Washington Boulevard Roadway Improvement Project with the responsible contractor with the lowest responsive bid within or less than the estimated cost range of \$4,750,000 and \$7,000,000, or that exceeds the estimated cost range by no more than 15 percent if additional funds have been identified.
8. 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 State Public Contract Code, Section 4104.5; (b) allow substitution of subcontractors and relief of bidders upon demonstration of the grounds set forth in State 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 Section 2.18.050 of the Los Angeles County Code; (d) accept the project upon its final completion; and (e) release retention money withheld consistent with the requirements of State Public Contract Code, Sections 7107 and 9203.

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

Approval of the recommended actions will find that the project is exempt from the California Environmental Quality Act (CEQA); allow the Board to approve and instruct the Chair to sign the Cooperative Agreement between the County of Los Angeles and the City of Pasadena to design and construct road improvements in the City and in the unincorporated community of Altadena; and allow Public Works to construct roadway and drainage improvements to improve access and community connectivity along Altadena Drive and Washington Boulevard (see Enclosure A).

The project includes resurfacing roadways, constructing drainage improvements, traffic signal system upgrades, repairing sidewalks, upgrading curb ramps, and installing new signs and pavement markings. The project will improve current conditions, which promotes sustainability, pedestrian access, accessibility, and improved safety for area residents.

The Board's approval of the Cooperative Agreement is necessary for the financing and delegation of responsibilities for the project (see Enclosure B).

It is anticipated the work will start in May 2024 and be completed in September 2025.

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

These recommendations support the County Strategic Plan: Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, Objective III.3.2, Manage and Maximize County Assets, 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 project is in the range of \$4,750,000 and \$7,000,000, with a maximum construction contract cost to be 15 percent above this range. The total project cost is estimated to be \$9,723,000. In addition to the construction contract cost, the total project cost includes the cost of 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.

A portion of the project is within the City of Pasadena. The County-City Cooperative Agreement provides for the County 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 project costs estimated to be \$880,000 and \$8,843,000, respectively.

The project 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 2023-24 Budget. Funding for the project's 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 State 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 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 Los Angeles County Public Works, Project Management Division III, 900 South Fremont Avenue, 8th Floor, Alhambra, CA 91803.

In accordance with Board Policy 5.270, Countywide Local and Targeted Worker Hiring, the project will require that at least 30 percent of the California construction labor hours be performed by qualified Local Residents and at least 10 percent be performed by Targeted Workers facing employment barriers. The project will also include a jobs coordinator who will facilitate the implementation of the targeted hiring requirement of the policy.

On February 28, 2023, the Board approved the execution of the Countywide Community Workforce Agreement, which will apply to projects with an estimated construction contract value of \$5,000,000 or greater. Therefore, the contractor and all subcontractors must comply with all terms and conditions of the Countywide Workforce Agreement, which among other things, increases work opportunities for those seeking to start a new career in the construction industry and promotes the hiring of underrepresented individuals on the project.

## **ENVIRONMENTAL DOCUMENTATION**

The proposed project is exempt from CEQA. The project, to seal and reconstruct the existing roadway, is within a class of projects that have been determined not to have a significant effect on the environment and that meets the criteria set forth in Section 15301 (c) of the State CEQA Guidelines and Class 1 (x) Subsections 1, 4, 9, 14, and 22 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 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.

The proposed action to approve a Cooperative Agreement is an organizational or administrative activity of government that will not result in direct or indirect physical changes to the environment and are not subject to CEQA because they are activities that are excluded from the definition of a project by Section 21065 of the Public Resources Code and Section 15378 (b) of the State CEQA Guidelines.

## **CONTRACTING PROCESS**

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 Los Angeles County" and "Do Business with Public Works" websites for open bids:

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

<http://pw.lacounty.gov/general/contracts/opportunities>

Also, the contract solicitation will be advertised through web-based and social media platforms, including X (formally Twitter).

In addition, in order to increase opportunities for small businesses, Public Works will be coordinating with the Office of Small Business at the Department of Economic Opportunity to maximize outreach, as well as offering preferences to Local Small Business Enterprises, Social Enterprises, and Disabled Veteran Business Enterprises in compliance with Los Angeles County Code, Chapters 2.204, 2.205, and 2.211.

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

When the project is completed, it will have a positive impact by increasing the life of the pavement, improving the drivability of the streets, decrease the wear and tear on user's automobiles, and the curb ramp upgrades will make sidewalks more accessible.

**CONCLUSION**

When the project is completed, it will have a positive impact by increasing the life of the pavement, improving the drivability of the streets, decrease the wear and tear on user's automobiles, and the curb ramp upgrades will make sidewalks more accessible.

Respectfully submitted,



MARK PESTRELLA, PE

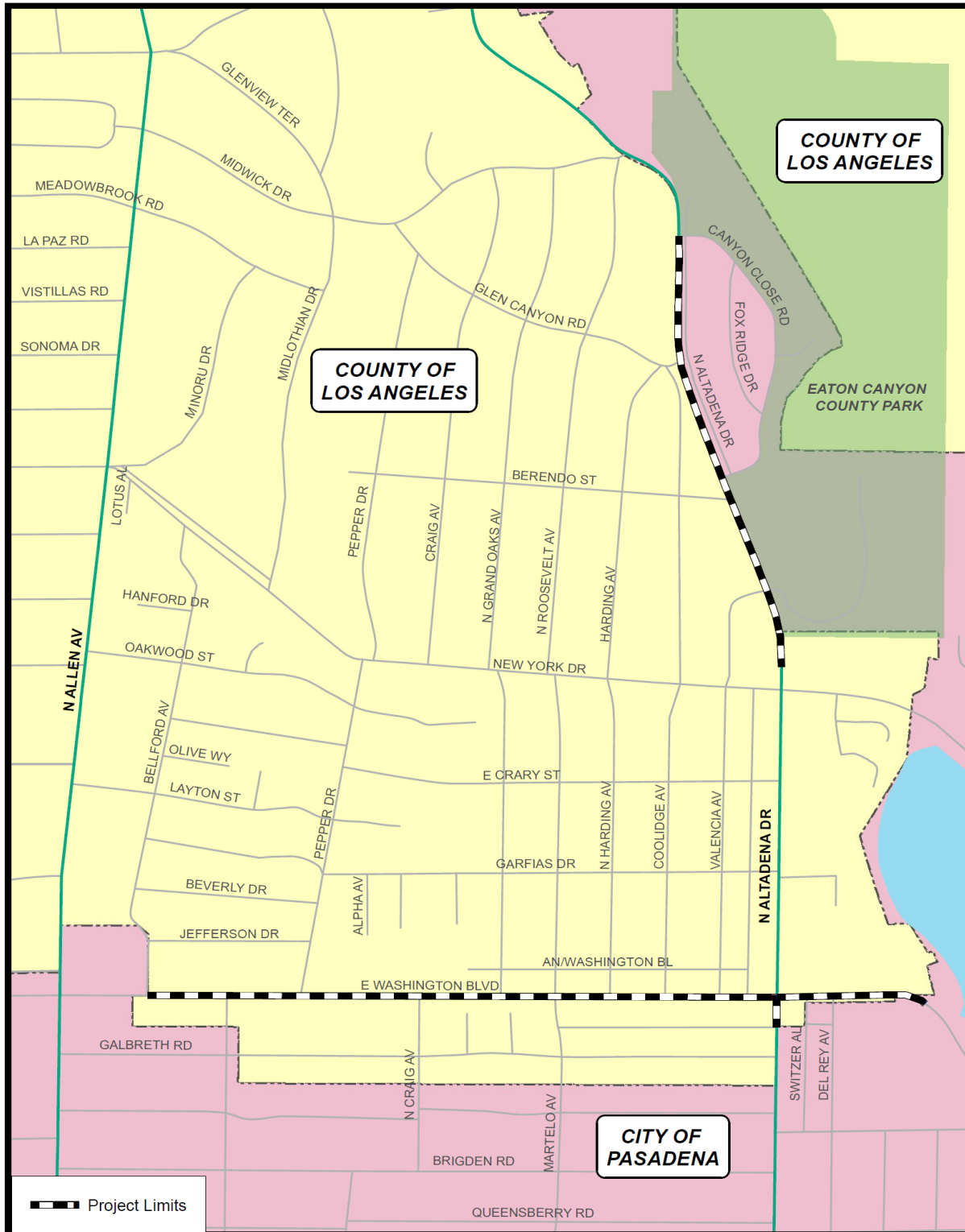
Director

MP:RLG:ja

Enclosures

c: Chief Executive Office (Chia-Ann Yen)  
County Counsel  
Executive Office  
Internal Services Department (Countywide  
Contract Compliance)

PROJECT ID NO. RMD2504001  
ALTADENA – ALTADENA DRIVE AND WASHINGTON BOULEVARD  
ROADWAY IMPROVEMENT



**AGREEMENT**

THIS AGREEMENT, made and entered into by and between the CITY OF PASADENA, 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, North Altadena Drive from Canyon Close Road to Washington Boulevard and East Washington Boulevard from Belford Avenue to Del Rey Avenue are on the Highway Element of CITY and on COUNTY'S Highway Plan; and

WHEREAS, the proposed improvements are jurisdictionally shared between CITY and COUNTY; and

WHEREAS, CITY and COUNTY propose to reconstruct 1.6 miles of roadway segments which are jurisdictionally shared as described below; and

Segment	Scope of Work	Thomas Guide	Length (miles)	Jurisdiction Shared
North Altadena Drive – from Canyon Close Road to New York Drive	Construction of asphalt rubber hot mix (ARHM) on Asphalt Concrete Base Material	536-(E6), 536-(E7),	1.6	CITY and COUNTY
East Washington Boulevard – from Belford Ave to Del Rey Avenue		566-(A1), 566-(C1), 566-(D1)		CITY and COUNTY

WHEREAS the proposed work will consist of pavement reconstruction as described above, sidewalk repairs and reconstruction, and construction or modification of curb ramps at various locations; and

WHEREAS, the aforementioned work, which is included in a COUNTY-administered project named Altadena Drive and Washington Boulevard Roadway Improvements Project (hereinafter referred to as PROJECT); 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, 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

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 Nine Million Seven Hundred Twenty-Three Thousand and 00/100 Dollars (\$9,723,000.00) with CITY'S share estimated to be Eight Hundred Eighty Thousand and 00/100 Dollars (\$880,000.00), and COUNTY'S share estimated to be Eight Million Eight Hundred Forty-Three Thousand and 00/100 Dollars (\$8,843,000.00); and

WHEREAS, CITY'S share is the sum of the costs of actual quantities of construction contract items utilized within CITY jurisdiction plus thirty (30) percent of that for PRELIMINARY ENGINEERING cost, twenty-two and 7/10 (22.7) percent of that for CONSTRUCTION ADMINISTRATION cost, and four (4) percent of the combined costs of PRELIMINARY ENGINEERING and CONSTRUCTION ADMINISTRATION towards contract city liability trust fund altogether for Eight Hundred Eighty Thousand and 00/100 Dollars (\$880,000.00); and

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

WHEREAS, PROJECT also includes adjustment of water valve frames and covers within the jurisdiction of the City of Pasadena Department of Water and Power (PWP) herein referred to as PWP-CSR; and

WHEREAS, a separate City Service Request according to the terms of existing City/County General Services Agreement will be used by PWP to finance the PWP-CSR estimated to be forty-six thousand and 00/100 Dollars (\$46,000.00), 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 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 mentioned 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 and certification; 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 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; 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 review and approve PRELIMINARY ENGINEERING prepared by COUNTY.

- b. 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. on page 6.
- c. To deposit with the COUNTY following execution of this AGREEMENT and upon demand by the COUNTY Eight Hundred Eighty Thousand and 00/100 Dollars (\$880,000.00) to finance its estimated jurisdictional share of the COST OF PROJECT (CITY'S PAYMENT).
- d. To grant to COUNTY, at no cost to COUNTY, any temporary right of way for which CITY owns or has an easement that is necessary for the construction of PROJECT.
- e. 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.
- f. Upon receipt of 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.
- g. 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.
- h. To appoint COUNTY to act as attorney-in-fact for the purpose of implementing the PROJECT within CITY'S JURISDICTION and in all things necessary and proper to complete PROJECT.
- i. 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.

- j. Upon completion of PROJECT, to maintain in good condition and at CITY'S expense, all improvements constructed as part of PROJECT within CITY'S JURISDICTION.

(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 Eight Million Eight Hundred Forty-Three Thousand and 00/100 Dollars (\$8,843,000.00), the actual amount of which is to be determined by a final accounting, pursuant to Section (4) a. on page 6.
- c. To accept CITY'S deposit of Eight Hundred Eighty Thousand and 00/100 Dollars (\$880,000.00), which is CITY's estimated share of COST OF PROJECT, the actual amount of which will be determined by a final accounting, pursuant to Section (4) a. on page 6.
- d. To obtain CITY'S approval of plans for PROJECT prior to solicitation for construction bids.
- e. To solicit PROJECT construction bids, award and administer the construction contract, do all things necessary and proper to complete PROJECT, and act on behalf of CITY in all negotiations pertaining thereto.
- 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. To provide all change orders for PROJECT within CITY'S JURISDICTION to CITY in a timely manner via electronic mail notification to the CITY inspector/office engineer assigned to the PROJECT. If CITY does not respond within ten (10) calendar days, COUNTY may proceed with change orders.
- h. 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 PROJECT.
- i. 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.

- j. 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. 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.
- c. That if, at final accounting, CITY'S jurisdictional share of COST OF PROJECT exceeds CITY'S PAYMENT, as set forth in Section (2) b., 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.
- d. During construction of 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. Termination, 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. Tony Olmos  
                              Director of Public Works  
                              City of Pasadena  
                              P.O. Box 7115  
                              Pasadena, CA 91109-7215

COUNTY:               Mr. Mark Pestrella  
                              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 provisions of Section 2778 of the California Civil Code are 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 33412 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.

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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 PASADENA on July 21, 2023, and by the COUNTY OF LOS ANGELES on November 7, 2023.



ATTEST:

CELIA ZAVALA  
Executive Officer of the  
Board of Supervisors of the  
County of Los Angeles

By [Signature]  
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON  
County Counsel

By [Signature]  
Deputy

COUNTY OF LOS ANGELES

By [Signature]  
Chair, Board of Supervisors

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

54 November 7, 2023

[Signature]  
CELIA ZAVALA  
EXECUTIVE OFFICER

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

CELIA ZAVALA  
Executive Officer  
Clerk of the Board of Supervisors

By [Signature]  
Deputy

CITY OF PASADENA

By [Signature]  
Nicholas Rodriguez (Jul 21, 2023 11:19 PDT)  
City Manager

Date: 07/21/2023

ATTEST:

By [Signature]  
Mark Jomsky (Jul 21, 2023 14:36 PDT)  
City Clerk

APPROVED AS TO FORM:

By [Signature]  
Dion O'Connell (Jul 20, 2023 09:10 PDT)  
City Attorney

79473