MARK PESTRELLA, Director

COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS
"To Enrich Lives Through Effective and Caring Service"

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

IN REPLY PLEASE
REFER TO FILE

July 21, 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. RMD1104001
AVOCADO HEIGHTS SAN JOSE HILLS – VALLEY BOULEVARD
IN THE CITY OF INDUSTRY AND IN THE UNINCORPORATED
COMMUNITIES OF AVOCADO HEIGHTS
AND SOUTH SAN JOSE HILLS
(SUPERVISORIAL DISTRICT 1)
(4-VOTES)

SUBJECT

Public Works is seeking Board approval to adopt plans and specifications, advertise for construction bids, and award a construction contract for the Avocado Heights San Jose Hills – Valley Boulevard project. Public Works is also requesting authorization for the Director of Public Works to execute a Funding Cooperative Agreement with the City of Industry for the City's financial contribution 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. Approve 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 include the City's jurisdictional cost share estimated to be $1,110,000. 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 Avocado Heights San Jose Hills – Valley Boulevard project at an estimated construction contract cost between $8,000,000 and $12,250,000.

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 August 18, 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 Avocado Heights San Jose Hills – Valley Boulevard project to the responsible contractor with the lowest responsive bid within or less than the estimated cost range of $8,000,000 and $12,250,000, 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 is 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 Avocado Heights San Jose Hills – Valley Boulevard project in the City of Industry and in the unincorporated communities of Avocado Heights and South San Jose Hills (see Enclosure A).

The proposed project includes the reconstruction of approximately 2.5 miles of local roads, curb and gutter, medians, sidewalk, driveways and curb ramps; striping and pavement markings; traffic signal upgrades; removal of bollards, planters, and payphones within public right of way; and installation of metal handrails. The project will extend the service life of the roadways, reduce wear and tear on vehicles, and enhance the 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 $1,110,000, and delegation of responsibilities for the project (see Enclosure B). The County would 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 will be based upon a final accounting after completion of the proposed project. Authorizing the Director of Public Works or his designee to execute the Agreement will expedite project delivery. The Agreement will 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 December 2028.

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, by replacing and improving public infrastructure assets that support the quality of life of County residents.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The estimated construction contract cost to complete this proposed project in the First Supervisorial District is in the range of $8,000,000 and $12,250,000 with a maximum construction contract cost to be 15 percent above this range. The total project cost is estimated to be $14,600,000. 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.

A portion of the project is within the City. The proposed County-City 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 $1,110,000 and $13,490,000, respectively.

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 would 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 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.

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.

Effective June 7, 2023, Countywide Community Workforce Agreement (CWA) applies to projects with an estimated construction contract value of $5,000,000 or greater. Therefore, CWA will apply to this project. The contractor and all subcontractors must comply with all terms and conditions of the CWA 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 reconstruct approximately 2.5 miles of roadways, as 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 (c) and 15302 of the CEQA Guidelines and Class 1 (x), Subsections 2, 4, 14, and 22 and Class 2 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G, which apply to minor repair and alteration of existing facilities within negligible or no expansion of 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.

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 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 in the City and in the unincorporated communities of Avocado Heights and South San Jose Hills.

CONCLUSION

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

Respectfully submitted,

MARK PESTRELLA, PE

Director

MP:JWA:ma

Enclosures

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

ENCLOSURE A

AVOCADO HEIGHTS SAN JOSE HILLS - VALLEY BOULEVARD
PROJECT ID NO. RMD1104001

ENCLOSURE B

AGREEMENT

THIS AGREEMENT is 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, Valley Boulevard is on the Highway Element of CITY's General Plan and on COUNTY's Master Plan of Highways; and

WHEREAS, CITY and 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
Valley Boulevard (Westbound) from Temple Avenue to 4th Avenue and Puente Channel Bridge to 9th Avenue	1 ½-inch of polymer modified asphalt concrete (PMAC) on 3/8-inch asphalt rubber and aggregate membrane (ARAM) on 3/4-inch leveling AC	1.14	CITY/COUNTY
Valley Boulevard (Eastbound) from Temple Avenue to 4th Avenue and Puente Channel Bridge to 9th Avenue	2-inch of polymer modified asphalt concrete (PMAC) on 4-inch asphalt concrete (AC) on 16-inch of crushed miscellaneous base (CMB)	1.14	CITY/COUNTY
Valley Boulevard from 680 feet west of Alderton Avenue to 2,270 feet east of La Seda Avenue	2-inch of polymer modified asphalt concrete (PMAC) over cold milled surface	1.4	CITY/COUNTY

WHEREAS, the work will consist of pavement work as described in 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 proposed improvements are jurisdictionally shared between CITY and COUNTY; and

WHEREAS, the aforementioned work is included in a COUNTY-administered project named Avocado Heights San Jose Hills – Valley Boulevard project, (hereinafter referred to as PROJECT); and

WHEREAS, PROJECT is within the geographical boundaries of both 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 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 Fourteen Million Twenty Thousand and 00/100 Dollars ($14,020,000.00) with CITY's share estimated to be One Million Twenty Thousand and 00/100 Dollars ($1,020,000.00), COUNTY's share estimated to be Thirteen Million and 00/100 Dollars ($13,000,000.00); and

WHEREAS, 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 California Government Code and Sections 1685 and 1803 of the California Streets and Highways Code.

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

(1) DEFINITIONS:

a. JURISDICTION as referred to in this AGREEMENT shall be defined as the area within the geographical boundary of CITY and within the unincorporated COUNTY areas, respectively, 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 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 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 PROJECT in accordance with plans and specifications approved by CITY and 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 CITY and 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/Engineering Manager that the improvements within CITY's JURISDICTION are transferred to CITY for the purposes of operation and maintenance.

(2) CITY AGREES:

a. To finance CITY's jurisdictional share of the COST OF PROJECT, currently estimated to be One Million Twenty Thousand and 00/100 Dollars ($1,020,000.00), the actual amount of which will be determined by a final accounting pursuant to Section (4) a., below.

b. To deposit with COUNTY following execution of this AGREEMENT and upon demand by COUNTY One Million Twenty Thousand and 00/100 Dollars ($1,020,000.00) 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 permits and any other special conditions at the time of plan approval for construction bids so that the permit conditions are

fully incorporated into 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 appoint COUNTY as CITY's attorney-in-fact for the purpose of representing CITY in all negotiations pertaining to the advertisement of PROJECT for construction bids, award, and administration of the construction contract and in securing temporary construction easements and permits, and in all things necessary and proper to complete PROJECT.

f. To cooperate with 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. Where utilities have been installed in CITY streets or on CITY property, CITY will provide the necessary right of way for the relocation of those utilities and facilities that interfere with the construction of PROJECT at no cost to COUNTY. 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. 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. 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.

i. To comply with all applicable federal, State, and local laws, rules and regulations 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 Thirteen Million and 00/100 Dollars ($13,000,000.00), 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 One Million Twenty Thousand and 00/100 Dollars ($1,020,000.00), which is CITY's estimated jurisdictional 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 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 PROJECT.

f. To solicit PROJECT for 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. All contracts entered into by COUNTY to complete PROJECT shall have language wherein the contracting party indemnifies and defends CITY and names CITY as an additional insured, at the same level as 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 COUNTY's JURISDICTION.

h. To provide all change orders for PROJECT with CITY's JURISDICTION to CITY in a timely manner via electronic mail notification to CITY's inspector/office engineer assigned to PROJECT. If CITY does not respond within ten (10) calendar days, COUNTY may proceed with change orders.

i. In the event that a preliminary notice, stop payment notice, and/or action to enforce a stop payment notice is filed on 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 section 9350 *et seq.* of the California Civil Code.

j. 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.

k. To comply with all applicable Federal, State, and local laws, rules, and regulations 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 (2) 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 CITY's jurisdictional share is less than CITY's PAYMENT, COUNTY shall refund the difference to CITY after final accounting of the actual COST OF PROJECT 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. In the event that CITY's jurisdictional share exceeds the amount that CITY has deposited with COUNTY, as set forth in Section (2) b., above, CITY shall pay to COUNTY any remaining charges that are undisputed 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 in excess of any amounts that CITY has deposited with COUNTY or submit justification for nonpayment within sixty (60) calendar days after the date of COUNTY's written justification.

d. COUNTY may, at any time, at its sole discretion, designate an alternative payment mailing address and an alternative schedule for payment of CITY funds if applicable. CITY shall be notified of such changes by invoice prepared by COUNTY and delivered to CITY.

e. 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.

f. This AGREEMENT may be terminated, amended, or modified only by mutual written consent of CITY and COUNTY. Terminations, amendments, and modifications of a nonmaterial nature may be made by mutual written consent of the parties' Directors of Public Works Engineering Manager or their delegates.

g. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY: 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
County of Los Angeles
Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

h. Other than as provided below, neither COUNTY nor any officer, employee, agent, or volunteer 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 California Government Code, Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any liability imposed for injury (as defined by California Government Code, Section 810.8) occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT.

i. Neither COUNTY nor its Special Districts, elected and appointed officers, employees, agents, and volunteers 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 SUBSTANCES, chemicals, or contaminants present at or stemming from PROJECT within CITY'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 CITY under or in connection with any work, authority, or

jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT, including liability under any applicable federal, State, or local laws. It is understood and agreed, pursuant to California Government Code, Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any such damage, liability, or claim. In addition to being an agreement enforceable under the laws of the State of California, the foregoing indemnity is intended by the parties to be an agreement pursuant to 42 U.S.C. Section 9607(e), Section 107(e) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) (42 U.S.C. § 9601 *et seq.*), as amended, and Section 25364 of the California Health and Safety Code.

"HAZARDOUS SUBSTANCES" includes flammable substances, explosives, radioactive materials, asbestos, asbestos-containing materials, polychlorinated biphenyls, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants hazardous wastes, medical wastes, toxic substances or related materials, explosives, methane, petroleum and petroleum products, and any "hazardous" or "toxic" material, substance or waste that is defined by those or similar terms or is regulated as such under any environmental law, including any material, substance or waste that is: defined as a "hazardous substance" under Section 311 of the Water Pollution Control Act (33 U.S.C. § 1317), as amended; defined as a "hazardous waste" under section 1004 of the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901, *et seq.*) as amended; defined as a "hazardous substance" or "hazardous waste" under section 101 of CERCLA, as amended, including the judicial interpretations thereof; defined as a "pollutant" or "contaminant" under 42 U.S.C.A. Section 9601; defined as "hazardous waste" under 40 C.F.R. part 260; defined as a "hazardous chemical" under 29 C.F.R. part 1910; or subject to any other local, State, or federal environmental law or regulation regulating, relating to, or imposing obligations, liability, or standards of conduct concerning protection of human health, plant life, animal life, natural resources, property, or the enjoyment of life or property free from the presence in the environment of any solid, liquid, gas, odor, or any form of energy from whatever source.

j. Other than as provided below, neither CITY nor any officer, employee, agent, or volunteer of CITY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT. It is also understood and agreed that pursuant to California Government Code, section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from any liability imposed for injury (as defined by California Government Code, section 810.8) occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT.

k. In contemplation of the provision of Section 895.2 of the California Government Code imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the parties hereto, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will 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.

l. 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 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 their authority to do so, and 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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ENCLOSURE B

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 _____, 2025, 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: 12/11/2025

ATTEST:

By _____
City Clerk

APPROVED AS TO FORM:

By _____
City Attorney