



## AGENDA REPORT

**Meeting Date:** August 23, 2012  
**Item Number:** G-7  
**To:** Honorable Mayor & City Council  
**From:** Arnetta Eason, Management Analyst  
**Subject:** COUNTYWIDE HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM SITING LIABILITY AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND THE COUNTY OF LOS ANGELES  
**Attachments:** 1. Agreement

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### **RECOMMENDATION**

Staff recommends that the City Council move to approve an agreement between the City of Beverly Hills and the County of Los Angeles to hold a Countywide Household Hazardous Waste (HHW) and Electronic Waste Event.

### **INTRODUCTION**

Since February of 1992, the City of Beverly Hills in conjunction with Los Angeles County Sanitation Bureau has entered into a Household Hazardous Waste and E-Waste Collection annual Agreement. They sponsor a one-day event for the proper disposal of Universal Waste (motor oil, paint thinners, anti-freeze, varnish, pesticides, batteries and other household hazardous products). Los Angeles County conducts approximately 57 events throughout the Los Angeles County region serving over 62,000 customers on an annual basis. Each event is open to all Los Angeles County residents.

### **DISCUSSION**

For the past ten years, Los Angeles County has used three vendors to perform the HHW events throughout the county rotating between Veolia Environmental, Clean Harbors Environmental and Philips Services. Veolia Environmental has serviced Beverly Hills for at least the past five years for the HHW Round-up.

This year, the annual event for the City of Beverly Hills is tentatively scheduled for September 29, 2012, 9:00 am – 3:00 pm on Foothill Road between Alden Drive and West Third Street.

Meeting Date: August 23, 2012

**FISCAL IMPACT**

There is no financial impact to the City. This event is funded by Los Angeles County Sanitation Bureau.

David Gustavson  
Approved By

A handwritten signature in black ink, consisting of the letters 'DG' with a vertical line extending downwards from the 'G'.

# **Attachment 1**

## **COUNTYWIDE HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM SITING LIABILITY AGREEMENT**

This Agreement is made and entered into this \_\_\_\_ day of August, 2012, by and between the COUNTY OF LOS ANGELES, (hereinafter referred to as "County"), County Sanitation District No. 2 of Los Angeles County (hereinafter referred to as "District"), and the City of Beverly Hills (hereinafter referred to as "Owner").

Whereas, the County and District have agreed to co-sponsor a Household Hazardous and Electronic Waste Collection Event ("Roundup") to provide Los Angeles County residents an environmentally safe means and place to dispose of household hazardous waste and electronic waste.

Whereas, the County and the District have entered into that certain Household Hazardous Waste Collection Agreement dated February 1, 1992 (the "County-District Agreement"), which sets forth the obligations of the County and the District in connection with Household Hazardous Waste Collection Events such as the Roundup.

Whereas, Owner desires to support this worthwhile project by offering use of its property located on Beverly Hills City Streets, Foothill Road between Alden Drive and West 3<sup>rd</sup> Street, Beverly Hills, for the Roundup. The Roundup is scheduled for September 29, 2012.

NOW, THEREFORE, County, District, and Owner agree as follows:

### Article 1. DEFINITIONS

Household hazardous waste includes, but is not limited to, pesticides, cleaning solvents, automotive fluids, waste oil, paint and related products, hobby and art chemicals, batteries, and similar items. Electronic waste includes, but is not limited to computers, printers, cables, televisions, VCRs, stereos, and similar items.

### Article 2. USE OF PROPERTY

Owner agrees to permit County, District and their agents, employees and waste collection contractors to use Owner's property located on Beverly Hills City Streets, Foothill Road between Alden Drive and West 3rd Street, Beverly Hills beginning, September 28, 2012, at 8 a.m. to prepare for the Roundup and to conduct the Roundup to be held on September 29, 2012. The Roundup will be scheduled, advertised, and available to the public between the hours of 9 a.m. and 3 p.m. on September 29, 2012, although household hazardous and electronic waste may be accepted as early as 8 a.m. and as late as 4 p.m.

Owner agrees to permit the County and District to use the area where the Roundup is held for a reasonable time, not to exceed 24 hours following termination of the Roundup on September 29, 2012, by 4 p.m., to package and remove all collected hazardous, nonhazardous, and electronic waste from Owner's property. Limited rental equipment such as fork lifts, etc., may be left at Owner's property until pick up by the rental company no later than the second work day of the week following the Roundup. The County and District will store such equipment away from traffic areas, approved by the Owner, until picked up by the rental company. The Owner shall not be responsible for any loss, damage, or liabilities arising out of the use or storage of such rental equipment.

Owner further agrees to provide such use of its property to the County and District without compensation.

Article 3. COUNTY AND DISTRICT'S RESPONSIBILITIES:

- A. County is a self-insured agency and shall provide Owner a Certificate of Self-Insurance.
- B. County agrees to release, indemnify, defend, and hold harmless Owner, its partners, employees, officers, and agents against any and all liability and expense, including defense costs and legal fees and claims for damages, including but not limited to, bodily injury, death, personal injury or property damage, arising out of or associated with the use of Owner's property for the purposes of the Roundup, including but not limited to the acts or omissions of County or District's contractors in conducting the Roundup, except to the extent caused by an act or omission of Owner or its officers, employees or agents.
- C. County and District agree to comply with all applicable Federal, State, and local laws in conducting the Roundup, and in packaging, removing, and disposing of all waste collected.
- D. County and District agree to remove and clean up any spill or other release of hazardous, non-hazardous waste, or electronic waste resulting from the Roundup and restore affected site facilities to their original condition.
- E. County and District agree to provide all overnight security and protection personnel/services necessary for the County's, District's, and their contractor's equipment/supplies that are stored on the Owner's property prior to or following the Roundup, until such time that all such equipment/supplies are removed from the Owner's property.
- F. The responsibilities of the County and the District to each other with regard to the Roundup are governed by the County-District Agreement, which shall remain in full force and effect which is not intended to be superseded by this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, duly authorized, by COUNTY SANITATION DISTRICT NO. 2 LOS ANGELES COUNTY on \_\_\_\_\_, 2012, and by the COUNTY OF LOS ANGELES on \_\_\_\_\_, 2012, and by the OWNER on \_\_\_\_\_, 2012.

COUNTY SANITATION DISTRICT No. 2  
OF LOS ANGELES COUNTY

By \_\_\_\_\_  
Chief Engineer and General Manager

ORIGINAL APPROVED AS TO FORM:

LEWIS, BRISBOIS, BISGAARD & SMITH, LLP  
District Counsel

By \_\_\_\_\_

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Director of Public Works

APPROVED AS TO FORM:

JOHN F. KRATTLI  
County Counsel

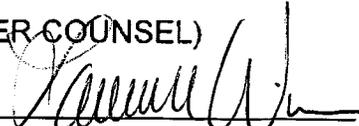
By \_\_\_\_\_  
Deputy

City of Beverly Hills

By \_\_\_\_\_

APPROVED AS TO FORM:

(OWNER COUNSEL)

By  \_\_\_\_\_

LAURENCE S. WIENER  
City Attorney

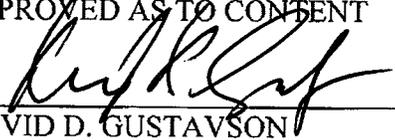
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\_\_\_\_\_  
WILLIAM W. BRIEN, M.D.  
Print Name  
\_\_\_\_\_  
Mayor of the City of Beverly Hills  
Title

City Signatures continue for Hazardous Waste Agreement –

ATTEST:

\_\_\_\_\_  
BYRON POPE  
City Clerk

APPROVED AS TO CONTENT  
  
\_\_\_\_\_  
DAVID D. GUSTAVSON  
Director of Public Works & Transportation