AGENDA REPORT

Meeting Date: August 06, 2013

Item Number: F-5

To: Honorable Mayor & City Council

From: Arnetta Eason, Management Analyst

Subject: AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND THE COUNTY OF LOS ANGELES FOR A COUNTYWIDE HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM SITING LIABILITY

Attachments:
1. Agreement
2. Event Flyer

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. The County sponsors 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

Since its inception, each city has allowed Los Angeles County to use its property for the HHW event. The City of Beverly Hills allows the County to use its property for the Household Hazardous Waste event, and the designated location on Foothill Road between Alden Drive and West Third Street allows the ingress and egress of vehicles for waste collection drop off.

Historically, 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 several years for the HHW Round-up.

This year, the annual event for the City of Beverly Hills is tentatively scheduled for September 28, 2013, 9:00 am – 3:00 pm.

As the sponsor and per the attached Agreement, Articles 2 and 3, liability will revert to Los Angeles County.

FISCAL IMPACT

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

Donald Rhoads
Finance Approval

FOR Mahdi Aluzri
Approved By

Attachment 1

COUNTYWIDE HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM SITING LIABILITY AGREEMENT

This Agreement is made and entered into this 6th day of August, 2013, 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 3rd Street, Beverly Hills, for the Roundup. The Roundup is scheduled for September 28, 2013.

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 27, 2013, at 8 a.m. to prepare for the Roundup and to conduct the Roundup to be held on September 28, 2013. The Roundup will be scheduled, advertised, and available to the public between the hours of 9 a.m. and 3 p.m. on September 28, 2013, 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 28, 2013, 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 a negligent 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 September 29, 2013, and by the COUNTY OF LOS ANGELES on September 28th, 2013, and by the OWNER on August 6, 2013.

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_____

JOHN A. MIRISCH
Print Name

Mayor of the City of Beverly Hills
Title

APPROVED AS TO FORM:

(OWNER COUNSEL)

By Debra Halman
LAURENCE S. WIENER
City Attorney

CJ:kp
P:\SEC\BeverlyHills13agr

City signatures continue for Hazardous Waste Collection Program

ATTEST:

_____ (SEAL)
BYRON POPE
City Clerk

APPROVED AS TO CONTENT:

_____
MAHDI ALUZRI
Acting Director of Public Works & Transportation

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

GAIL FARBER, Director

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: EP-3

June 17, 2013

City of Beverly Hills
455 North Rexford Drive
Beverly Hills, CA 90210-4817

Dear Site Owner:

COUNTYWIDE HOUSEHOLD HAZARDOUS AND ELECTRONIC WASTE COLLECTION PROGRAM
SITE LIABILITY AGREEMENT
CERTIFICATE OF INSURANCE

Please accept our certification that self-insurance will apply with respect to the liabilities assured by the County under the subject agreement. This coverage is in effect only for the dates and locations specified in the certificate. You must report any claim or demand immediately in order not to jeopardize your coverage.

Please do not hesitate to call the County of Los Angeles, Chief Executive Office, Risk Management Operations at (213) 351-5354 if you need further information.

Sincerely,

GAIL FARBER
Director of Public Works

PAT PROANO
Assistant Deputy Director
Environmental Programs Division

CJ:kp
P:\Sec\BeverlyHills13ltr

COUNTY OF LOS ANGELES: CERTIFICATE OF SELF-INSURANCE

County Department or Agency:	**County of Los Angeles Department of Public Works**
Subject Agreement or County Program Name:	**Household Hazardous and Electronic Waste Collection Program Site Liability Agreement**
Event Location:	**Beverly Hills City Streets, Foothill Rd. between Alden Drive and West 3rd Street, Beverly Hills CA 90210**
Date(s) of Event:	**September 28, 2013**
County Program Coordinator:	**Cynthia James**
Telephone and Fax Numbers:	**Phone: (626) 458-2521 Fax: (626) 458-3569**

Between the County of Los Angeles and:

Name of Requesting Party:	**City of Beverly Hills**
Mailing Address:	**455 N. Rexford Drive, Beverly Hills CA. 90210-4817**
Contact Person & Telephone:	**Ms. Arnetta Eason (310) 288-2822**

This Certificate of County Self-Funding of Insurance Obligation (Certificate) is the County of Los Angeles' (County) authorized statement that it has elected to self-fund its financial obligations pursuant to the above Agreement. This self-funding of liability is limited to, and determined solely by the terms of the Agreement, and applies only to the extent permitted by State Law.

This Certificate is provided for informational purposes only and does not affect or expand any of the County's obligations pursuant to the Agreement. This Certificate also confirms that the County is not an insurance company and that no insurance obligation or relationship exists or will be established in any manner between the County and the City of Beverly Hills.

The County is permitted to self-fund its liabilities arising from acts or omissions of the County and its appointed and elected officers, employees, and volunteers (except for actual fraud, corruption or malice) under California Government Code Section 989-991.2, County Code Chapter 5.32, and Articles 1 and 2 of the County Charter. The liabilities that the County self-funds include general and automobile liability and workers' compensation.

Any questions concerning this Certificate should be directed to the Chief Executive Office, Risk Management Branch, Risk Management Operations at (213) 351-5354. Claims for damages concerning this Agreement must be filed in writing with the Executive Office of the Board of Supervisors, at the Kenneth Hahn Hall of Administration, 500 West Temple Street, Room 383, Los Angeles, CA 90012.

For further information, or in event of claim, contact the following:

Certified by:

Laurie Milhiser
Assistant Chief Executive Officer

County of Los Angeles, Chief Executive Office
Risk Management Branch, Risk Management Operations
3333 Wilshire Blvd, Suite 820, Los Angeles, CA 90010
Phone: (213) 351- 5354 Fax: (213) 252-0404

Coverage Effective:	**September 27, 2013, to September 28, 2013**
Date Issued:	**June 17, 2013**

LM:LP
SG

Attachment 2

TOO TOXIC TO TRASH

Household Hazardous Waste and E-Waste Roundup

Saturday, September 28, 2013
9:00 am - 3:00 pm

Beverly Hills City Streets
Foothill Road between
Alden Drive and West 3rd St.
Beverly Hills

Open to all Los Angeles County residents

Dispose of Household Hazardous Waste and E-Waste the right way on Saturday: SEPTEMBER 28, 2013

BUSINESS WASTE WILL NOT BE ACCEPTED.

What you CAN bring to an event (examples):

- Brake fluid, paint, paint thinner, cleaners with acid or lye, pesticides or herbicides, household batteries and car batteries, pool chemicals, motor oil, oil filters, expired pharmaceuticals, anti-freeze, and fluorescent light bulbs.
- Household electronic waste which includes: Computer monitors, televisions, computer CPUs, keyboards, printers, cellular phones, etc.

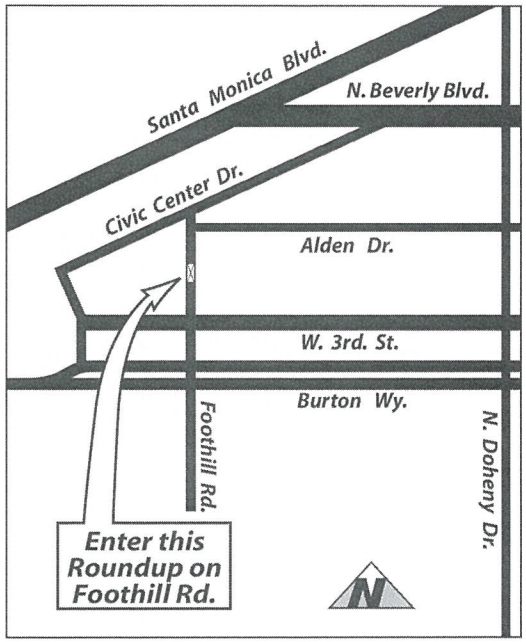
What you CAN'T bring to an event:

- Hazardous waste and electronic waste from businesses.
- Explosives, ammunition and radioactive materials.
- Trash and tires.
- White goods such as refrigerators, stoves and washing machines,etc.
- Controlled substances.

How to prepare items for transportation:

- Bring the items in a sturdy box, preferably in their original labeled containers.
- Do not mix the items together.
- There is a limit of 15 gallons or 125 pounds of hazardous waste per trip.
- Be prepared to leave your containers and boxes. Remove all other items from your trunk.

For a complete listing of what you can and cannot bring or information on upcoming events, contact: 1(888) CLEAN-LA • www.CleanLA.com, or 1(800) 238-0172 • www.lacsd.org.



Brought to you by the County of Los Angeles and presented by the Department of Public Works and the Sanitation Districts of Los Angeles County in cooperation with the cities of Beverly Hills, Culver City, Los Angeles, and West Hollywood.

Home-generated sharps waste such as hypodermic needles, pen needles, syringes, lancets, and intravenous needles SHOULD NOT be placed in your trash. Bring them to the Roundups or visit www.CLEANLA.com for alternate disposal options.

You can also take your used motor oil to more than 600 oil recycling centers in Los Angeles County. Call 1(888) CLEAN-LA for a complete listing.

Printed on recycled paper.