



## AGENDA REPORT

**Meeting Date:** August 18, 2015  
**Item Number:** D-12  
**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 RELATING TO A COUNTYWIDE HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM  
**Attachments:** 1. Agreement  
2. Event Flyer

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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. 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.

Meeting Date: August 18, 2015

This year, the annual event for the City of Beverly Hills is tentatively scheduled for September 19, 2015, 9:00 am – 3:00 pm.

As the sponsor of the event pursuant to the attached Agreement, County has agreed to provide proof of self-insurance, and release, indemnify, defend and hold harmless City from liability and expense arising from the use of City property for the Roundup event except to the extent caused by a negligent act or omission of City.

**FISCAL IMPACT**

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

George Chavez  
Approved By



# **Attachment 1**

**AN AGREEMENT WITH THE COUNTY OF LOS ANGELES RELATING TO A COUNTYWIDE HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM**

This Agreement is made and entered into this 28 day of July, 2015, 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 19, 2015.

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 3<sup>rd</sup> Street, Beverly Hills beginning, September 18, 2015, at 8 a.m. to prepare for the Roundup and to conduct the Roundup to be held on September 19, 2015. The Roundup will be scheduled, advertised, and available to the public between the hours of 9 a.m. and 3 p.m. on September 19, 2015, 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 19, 2015, 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 19, 2015, and by the COUNTY OF LOS ANGELES on \_\_\_\_\_, 2015, and by the OWNER on July 28, 2015.

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 Services

APPROVED AS TO FORM:

MARK J. SALADINO  
County Counsel

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

City of Beverly Hills

By  \_\_\_\_\_ 

GEORGE CHAVEZ

Print Name

Director of Public Works Services

Title

APPROVED AS TO FORM:

(OWNER COUNSEL)

By   
LAURENCE S. WIENER  
City Attorney

fm

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GAIL FARBER, 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: **EP-3**

May 12, 2015

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

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**COUNTY OF LOS ANGELES: CERTIFICATE OF SELF-INSURANCE**

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|--|--|
| <b>County Department or Agency:</b>              | <b>County of Los Angeles Department of Public Works</b>  |
| <b>Subject Agreement or County Program Name:</b> | <b>Household Hazardous and Electronic Waste Collection Program Site Liability Agreement</b>                                |
| <b>Event Location:</b>                           | <b>Beverly Hills City Streets, Foothill Rd. between Alden Drive and West 3<sup>rd</sup> Street, Beverly Hills CA 90210</b> |
| <b>Date(s) of Event:</b>                         | <b>September 19, 2015</b>  |
| <b>County Program Coordinator:</b>               | <b>Francisca Mandujano</b>   |
| <b>Telephone and Fax Numbers:</b>                | <b>Phone: (626) 458-3585      Fax: (626) 979-5389</b>  |

**Between the County of Los Angeles and:**

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

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:**

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

Laurie Milhiser  
Assistant Chief Executive Officer

|                            |  |
|----------------------------|--|
| <b>Coverage Effective:</b> | <b>September 18, 2015, to September 19, 2015</b> |
| <b>Date Issued:</b>        | <b>May 12, 2015</b>                              |

LM:LP  
SG

# **Attachment 2**



# MUY TÓXICO PARA TIRAR A LA BASURA



Recolección de Desechos  
Tóxicos del Hogar  
y Electrónicos

Sábado, 19 de septiembre de 2015  
9:00 am - 3:00 pm

En las Calles de la Ciudad  
Foothill Road entre  
Alden Drive y West 3rd Street  
Beverly Hills

Abierto a todos los  
residentes del Condado de Los Angeles.

## Deshágase de sus Desechos Tóxicos del Hogar y Electrónicos de la Manera Correcta, el sábado: 19 de septiembre de 2015

### DESECHOS DE NEGOCIOS NO SERÁN ACEPTADOS.

#### Que puede traer al evento:

- Líquido de frenos, pintura\*, tiner, limpiadores con ácido, pesticidas o herbicidas, baterías de casa y automóvil, químicos de alberca, aceite de motor, filtros del aceite, medicamentos caducados, anticongelantes y lámparas de tubo fluorescentes.

\* También puede reciclar pintura en comercios participantes a través del Programa PaintCare. Detalles en [www.PaintCare.org](http://www.PaintCare.org) o (855) 724-6809.

- Desechos electrodomésticos, monitores de computadoras, televisiones, UPC's de computadoras, teclados, impresoras, teléfonos móviles, etc.

#### Lo que no puede traer:

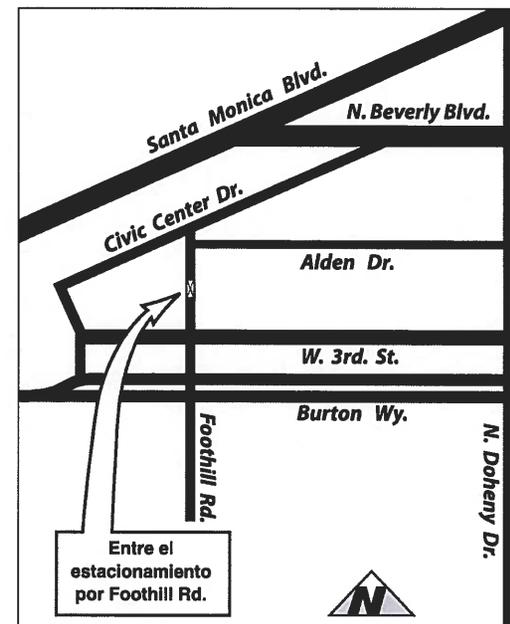
- Desechos tóxicos y electrónicos de negocios.
- Explosivos, municiones y materiales radiactivos.
- Basura y llantas.
- Refrigeradores, estufas y lavadoras.
- Sustancias controladas.

#### ¿Cómo preparar artículos para el transporte?

- Traiga los artículos en una caja firme, de preferencia en sus envases originales con las etiquetas.
- No mezcle productos diferentes.
- Hay un límite de 15 galones o 125 libras por viaje.
- Esté preparado para dejar sus envases y cajas. Favor de sacar todos los otros artículos de la cajuela.



Escanea este código para un calendario de los próximos eventos y una lista completa de lo que puedes y no puedes llevar, o llama al: 1 (888) CLEAN-LA  
• [www.CleanLA.com](http://www.CleanLA.com) o 1 (800) 238-0172 • [www.lacsd.org](http://www.lacsd.org)



Patrocinado por el Condado de Los Angeles y presentado por el Departamento de Obras Públicas y los Distritos Sanitarios del Condado de Los Angeles en cooperación con las ciudades de Beverly Hills, Culver City, Los Angeles, y West Hollywood.

Desechos de Agujas y Jeringas Usadas de uso doméstico como agujas hipodérmicas, agujas de pluma, lancetas y agujas intravenosas NO SE DEBEN TIRAR en la basura. ¡Tráigalos a los eventos de recolección o visite [www.CleanLA.com](http://www.CleanLA.com) para opciones alternativas de la disposición!



También puede llevar su aceite de motor usado a más de 600 centros de reciclaje en el Condado de Los Angeles. Llame al 1(888) CLEAN LA para el lugar más cercano a usted.

Impreso en papel reciclado.