



AGENDA REPORT

Meeting Date: June 21, 2016
Item Number: E-19
To: Honorable Mayor & City Council
From: Arnetta Eason, Management Analyst
Subject: AN AGREEMENT WITH THE COUNTY OF LOS ANGELES RELATING TO A COUNTYWIDE HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM
Attachment: 1. Agreement

RECOMMENDATION

Staff recommends that the City Council move to approve an agreement with the County of Los Angeles relating to a countywide household hazardous waste collection program to hold a countywide Household Hazardous Waste (HHW) and Electronic Waste Event.

INTRODUCTION

Annually since February 1992, the City has entered into a Household Hazardous Waste and Electronic Waste (E-Waste) Collection agreement with the County of Los Angeles (County). 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), and E-Waste (computer monitors, televisions, computer CPUs, keyboards, printers and cell phones). The 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 municipality that participates in this program has allowed the County to use its property for the HHW event. As in prior years, the City would allow the County to use a designated location on Foothill Road between Alden Drive and West Third Street that allows for ingress and egress of vehicles for waste collection drop off.

For several years, Los Angeles County has selected Veolia Environmental to service Beverly Hills for the HHW Round-up. After each event the County will provide information on the total amount of waste collected. This year, the annual event for the City is scheduled for September 17, 2016, from 9:00 am to 3:00 p.m. As the sponsor of the event pursuant to the attached Agreement, the County has agreed to provide proof

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of self-insurance, as well as to release, indemnify, defend and hold harmless the 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 by the City.

FISCAL IMPACT

There is no financial impact to the City. This event is funded by the 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 ____ day of _____, 2016, 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 and West Hollywood (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 17, 2016.

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 16, 2016, at 8 a.m. to prepare for the Roundup and to conduct the Roundup to be held on September 18, 2016. The Roundup will be scheduled, advertised, and available to the public between the hours of 9 a.m. and 3 p.m. on September 17, 2016, 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 17, 2016, 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 _____, 2016, and by the COUNTY OF LOS ANGELES on _____, 2016, and by the OWNER on _____, 2016.

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:

MARY C. WICKHAM
County Counsel

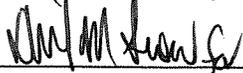
By _____
Deputy

City of Beverly Hills

By _____

APPROVED AS TO FORM:

(OWNER COUNSEL)

By  _____
LAURENCE S. WIENER
City Attorney

Print Name

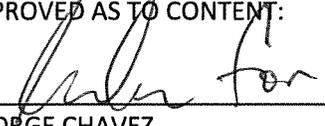
Title

City Signatures Continue for Hazardous Waste Agreement:

ATTEST:

_____ (SEAL)
BYRON POPE
City Clerk

APPROVED AS TO CONTENT:



GEORGE CHAVEZ
Assistant City Manager/Director of Public Works
Services



KARL KIRKMAN
Risk Manager