



staff report

TO: Honorable Mayor and Members of the City Council

ATTENTION: Jeffrey L. Stewart, City Manager

FROM: P.J. Mellana, Director of Parks and Recreation

SUBJECT: Consideration and possible action to receive and file Agreement File No. 51.49 with the County of Los Angeles Public Works Department and the County Sanitation District No. 2 of Los Angeles County for household hazardous waste and electronic waste round-up for November 5, 2016.

DATE: May 23, 2016

EXECUTIVE SUMMARY

On an annual basis, City of Bellflower's Department of Parks and Recreation partners with the County of Los Angeles to bring a Household Hazardous and Electronic Waste Collection Event to the residents of Bellflower. This year, the event is scheduled to take place at John S. Simms Park on Saturday, November 5, 2016.

RECOMMENDATION TO CITY COUNCIL

- 1) Receive and file Agreement File No. 51.49; or
- 2) Alternatively, discuss and take other action related to this item.

FISCAL IMPACT

None

ATTACHMENT

Agreement File No. 51.49 2

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

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 City of Bellflower (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 at Simm's Park, Clark Avenue and Oak Street, Bellflower, for the Roundup. The Roundup is scheduled for November 5, 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 at Park and Ride Lot, Hawthorne Blvd & 111th Street Lennox, beginning November 4, 2016, at 8 a.m. to prepare for the Roundup and to conduct the Roundup to be held on November 5, 2016. The Roundup will be scheduled, advertised, and available to the public between the hours of 9 a.m. and 3 p.m. on November 5, 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 November 5, 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 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 and 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 _____ May _____, 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 Bellflower

By _____

APPROVED AS TO FORM:

(OWNER COUNSEL)

By _____
Karl H. Berger, City Attorney

Jeffrey L. Stewart
Print Name

City Manager

Title

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