

APPENDIX F
INDUSTRIAL WASTE CONTRACT
WITH THE COUNTY

AGREEMENT
INDUSTRIAL WASTE

63169

THIS AGREEMENT, made and entered into this 19th day of June, 1990, by and between the COUNTY OF LOS ANGELES, hereinafter referred to as "COUNTY", and the CITY OF DIAMOND BAR, hereinafter referred to as "CITY";

W I T N E S S E T H

WHEREAS, the CITY has heretofore adopted by reference, Los Angeles County Code, Title 20, Utilities, Division 2, Sanitary Sewers and Industrial Waste governing the disposal of industrial wastes to the sanitary sewer and storm drain systems of the CITY and;

WHEREAS, the CITY is desirous of contracting with the COUNTY for the enforcement of such Ordinance provisions and the performance of services with respect to industrial waste as in said Ordinance set forth; and

WHEREAS, the COUNTY is agreeable to rendering such services on the terms and conditions hereinafter set forth; and

WHEREAS, such contract is authorized and provided for by the provisions of Section 56-1/2 of the Charter of the County of Los Angeles and Article 1, Chapter 1, Part 2, Division 1, Title 5, of the Government Code.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. The COUNTY agrees, through the Department of Public Works of the County of Los Angeles, to provide enforcement of the industrial waste provisions of the above referred to City Ordinance and the necessary services incident thereto.

Such services shall only encompass duties and functions of the type coming within the jurisdiction of, and customarily rendered by, the Department of Public Works of the County of Los Angeles under the Charter of said COUNTY, the statutes of the State, and the various County ordinances.

The level of service provided shall be that same basic level of service that now is and shall be hereafter during the term of this agreement provided for unincorporated areas of the COUNTY by said Department.

The rendition of such services, the standards of performance, and other matters incidental to the performance of such services, including the controlling of personnel so employed, shall remain in the COUNTY. In the event of dispute between the parties as to the extent of the duties and functions to be rendered hereunder or the level or manner of performance of such service, the determination thereof made by the Director of Public Works of the COUNTY shall be final and conclusive as between the parties.

The services shall include the enforcement of any applicable State statutes and all provisions of the above referred to CITY Code Chapter as the same now exists or may be hereafter amended.

The services shall include the inspection of open sanitary fills only in the event that the CITY, by action of its Council, requests such services.

2. To facilitate the performance of said functions, it is agreed that the COUNTY shall have full cooperation and assistance from the CITY, its officers, agents, and employees.

3. For the purpose of performing said functions, COUNTY shall furnish and supply all necessary labor, supervision, equipment, and supplies necessary to maintain the level of service to be rendered hereunder. Notwithstanding anything hereinbefore contained, it is agreed that in all instances wherein special supplies, stationery, notices, forms, and the like must be issued in the name of said CITY, the same shall be supplied by said CITY at its own cost and expense.

4. All persons employed in the performance of such services and functions for said CITY shall be COUNTY employees, and no CITY employee as such shall be taken over by said COUNTY, and no person employed hereunder shall have any CITY pension, civil service, or any status or right.

For the purpose of performing such services and functions and for the purpose of giving official status to the performance thereof where necessary, every COUNTY officer and employee engaged in the performance of any service hereunder shall be deemed to be an officer or employee of said CITY while performing services for said CITY, which services are within the scope of this agreement and are purely municipal functions.

5. CITY shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any COUNTY personnel performing services hereunder for said CITY or any liability other than that provided for in this agreement.

The CITY shall not be liable for compensation or indemnity to any COUNTY employee for injury or sickness arising out of his employment.

6. This contract is entered into with the understanding that the CITY will maintain in full force and effect an ordinance substantially identical with the provisions of County Code, Title 20, Division 2. This contract may be terminated by the COUNTY without necessity of notice if CITY does not enact amendments to said ordinance in accordance with amendments to County Code, Title 20, Division 2 within 120 days after request to do so by COUNTY. The Department of Public Works, acting on behalf of the COUNTY, may use discretion and need not request CITY to adopt amendments which do not apply to the CITY.

7. COUNTY agrees to collect fees called for in the CITY'S ordinance and to pay CITY, within 60 days following each calendar quarter, all of the fees collected during such quarter and CITY agrees to pay COUNTY monthly within 30 days after receipt of an invoice, for expenditures for services rendered during the billing period. The COUNTY charges for service for the purpose of this agreement shall be based upon charges to be determined by the County Auditor-Controller in accordance with the policies and procedures established by the Board of Supervisors. These charges shall be adjusted by COUNTY annually effective the first day of July of each year to reflect the estimated cost of such service in accordance with the policies and procedures for the determination of such charges as adopted by the Board of Supervisors of COUNTY.

8. If such payment is not delivered to the COUNTY office which is described on said invoice within 30 days after the date of the invoice, the COUNTY may satisfy such indebtedness, including interest thereon, from any funds of the CITY of deposit with the COUNTY without giving further notice to CITY of COUNTY'S intention to do so.

9. The COUNTY agrees to keep such books and records and in such form and manner as the COUNTY Auditor of the County of Los Angeles shall specify. Said books shall be open for examination by said CITY at all reasonable times.

10. The effective date of the agreement shall be July 1, 1990. The termination date of this agreement shall be June 30, 1991. The agreement shall be automatically renewed for a one-year period on that date and at the close of each fiscal year thereafter unless the CITY shall notify the COUNTY 30 days prior to the expiration of any fiscal year that CITY desires to terminate this agreement.

11. The Assumption of Liability Agreement executed by the parties to this agreement, and approved by the Board of Supervisors on December 27, 1977 currently in effect is hereby made a part of and incorporated into this agreement as if set out in full herein unless said Assumption of Liability Agreement as expressly superseded by a subsequent agreement hereafter entered into between the parties hereto.

12. Notwithstanding any provision contained herein to the contrary, COUNTY shall have the right to terminate this Agreement at any time after giving 30 days' notice to CITY.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

Executed this 19th day of ~~1990~~. June 1990.

CITY OF DIAMOND BAR

By [Signature]
Mayor

ATTEST:

By [Signature]
City Clerk



COUNTY OF LOS ANGELES

[Signature]
Chairman
Board of Supervisors

ATTEST:

LARRY J. MONTEILH, Executive Officer
Clerk of the Board of Supervisors

By [Signature]
Deputy

APPROVED AS TO FORM:

DE WITT W. CLINTON, County Counsel

By [Signature]
Attorney

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

54

JUN 19 1990

[Signature]
LARRY J. MONTEILH
EXECUTIVE OFFICER

DAINDWAS2