

# LOS ANGELES FIRE DEPARTMENT



MILLAGE PEAKS  
FIRE CHIEF

April 30, 2010

BOARD OF FIRE  
COMMISSIONERS  
FILE NO. 10-041

TO: Board of Fire Commissioners

FROM: Millage Peaks, Fire Chief *mlp.*

SUBJECT: APPROVAL OF THE AGREEMENT BETWEEN THE CITY OF LOS ANGELES AND PHILIP SERVICES CORPORATION FOR CITYWIDE ROUTINE HAZARDOUS WASTE MANAGEMENT SERVICES FOR THE LOS ANGELES FIRE DEPARTMENT (LAFD)

FINAL ACTION: <input type="checkbox"/> Approved	<input type="checkbox"/> Approved w/ Corrections	<input type="checkbox"/> Withdrawn
<input type="checkbox"/> Denied	<input type="checkbox"/> Received & Field	<input type="checkbox"/> Other

**RECOMMENDATIONS:** That the Board:

1. Approve the attached agreement with Philip Services Corporation to provide for cooperative participation with Department of Public Works utilizing City Contract No. C-113380 to perform hazardous materials/waste management services to its LAFD facilities.
2. Direct the Commission Executive II to forward this agreement to the Mayor for review and approval, in accord with Executive Directive Number 3.
3. Subject to the approval of the Mayor, authorize the Fire Chief to execute the attached agreement with Philip Services Corporation.

**Summary:**

On May 15, 2008, the City of Los Angeles, Department of Public Works entered into an agreement with Philip Services Corporation for Citywide Routine Hazardous Waste Management Services, Contract No. C-113380.

The Fire Department requires the services in above referenced agreement and desires to enter into a cooperative participation agreement utilizing Contract No. C-113380 for routine hazardous waste management services.

Philip Services Corporation has agreed to provide Citywide routine hazardous waste management services to LAFD offices and facilities including, but not limited to, as-needed pickup and disposal of bio-hazardous waste for incineration by High Temperature Treatment Systems.

The term of this Agreement will commence upon its execution by all parties and will terminate on March 14, 2011, unless otherwise terminated earlier as provided under Article 8 of Contract No. C-113380 (Exhibit B).

This proposed agreement has been reviewed and approved by the City Attorney. The Department has complied with all City procedures, laws and policies applicable to the execution.

**Fiscal Impact:**

The City's obligation to make payments under this Agreement shall be limited to the current appropriations for that purpose. At the time of execution of this Agreement, the total appropriations and the City's obligation hereunder, is Thirty Thousand Dollars (\$30,000) per fiscal year.

**Conclusion:**

Approval of the recommendation to approve the attached Agreement will allow the Department to participate in cooperative participation arrangements, utilizing City Contract No. C-113380 for services offered by Philip Services Corporation to perform hazardous materials/waste management services to LAFD facilities through March 14, 2011.

Board Report prepared by Kimberly Perry, Management Analyst I, Training and Support Bureau

Attachment

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### ATTACHMENTS:

- EXHIBIT A - PSC Fee Schedule
- EXHIBIT B - Department of Public Works Contract # C-113380
- EXHIBIT C - Standard Provisions for City Contracts (Rev. 3/09)

**AGREEMENT NUMBER \_\_\_\_\_**  
**BETWEEN**  
**THE CITY OF LOS ANGELES**  
**AND**  
**PHILIP SERVICES CORPORATION (PSC)**

This Agreement between the City of Los Angeles, a municipal corporation (hereinafter referred to as "CITY"), acting by and through the Los Angeles Fire Department (hereinafter referred to as "LAFD") and Philip Services Corporation (PSC), (hereinafter referred to as "CONTRACTOR") is entered into with reference to the following:

**WHEREAS**, the CITY solicited contracting services for the Citywide Routine Hazardous Materials Waste Management Services for properties owned by or under the jurisdiction of the CITY; and

**WHEREAS**, the CITY issued a Request for Proposal (RFP) on December 16, 2005 to qualified and interested parties; and

**WHEREAS**, on June 9, 2006, CONTRACTOR responded to the RFP and was selected to be qualified by City staff based on the evaluation criteria set forth in the RFP; and

**WHEREAS**, on or about May 15, 2008, the CITY, acting by and through the Department of Public Works and CONTRACTOR entered into Contract No. C-113380; and

**WHEREAS**, the CITY through the LAFD now desires to enter into a cooperative participation arrangement utilizing CITY Contract No. C-113380 for services offered by the CONTRACTOR, to perform hazardous materials/waste management services to its LAFD facilities; and

**WHEREAS**, the services provided by the CONTRACTOR are of an expert and technical nature and the CONTRACTOR has demonstrated qualifications to perform said services; and

**WHEREAS**, CITY contracting requirements have been met for Contract No. C-113380.

**NOW THEREFORE**, the parties hereby covenant and agree as follows:

**1.0 PARTIES TO THE AGREEMENT**

**1.1 Parties to the Agreement**

The parties to this Agreement are:

- a. CITY, the Los Angeles Fire Department, having its principal office at 200 North Main Street, 18<sup>th</sup> Floor, Los Angeles, CA 90012.
- b. CONTRACTOR, PSC Environmental Services, LLC, having its principal office at 425 Isis Avenue, Inglewood, CA 90301.

## **1.2 Representatives of the Parties**

The representatives of the parties who are authorized to administer this Agreement and to whom formal notices, demands, and communications will be given are as follows:

- a. Millage Peaks, Fire Chief  
Los Angeles Fire Department  
200 North Main Street, 18<sup>th</sup> Floor  
Los Angeles, CA 90012

With copies to:

- b. Daniel McCarty, Assistant Chief  
Los Angeles Fire Department  
140 North Avenue 19,  
Los Angeles, CA 90031  
Phone: (213) 485-6101  
Fax: (213) 485-8993
- c. The CONTRACTOR'S representative is, unless otherwise stated in the Agreement:

Mr. Steve Eckert  
PSC Environmental Services, LLC, Contract Administrator  
Philip Services Corporation  
425 Isis Avenue  
Inglewood, CA 90301

## **1.3 Formal Notices**

Formal notices, demands and communications to be given hereunder by either party must be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and will be deemed communicated as of the date of mailing.

## **1.4 Notices of Change**

If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice

will be given in accord with this Section, within five (5) working days of said change.

## **2.0 SERVICES TO BE PROVIDED**

CONTRACTOR shall provide hazardous materials waste management services to LAFD offices and facilities including, but not limited to, as-needed pick-up and disposal of bio-hazardous waste for incineration by High Temperature Treatment Systems as directed by the LAFD representatives and in accordance with the terms and conditions of Contract No. C-113380 between the CONTRACTOR and the Department of Public Works which is attached hereto as Exhibit B.

## **3.0 TERM OF AGREEMENT**

The term of this Agreement will commence upon its execution by all parties and will terminate on March 14, 2011, unless otherwise terminated earlier as provided under Article 8 of Contract No. C-113380 (Exhibit B). Performance will not begin until the CONTRACTOR has obtained approval of insurance as required herein.

Nothing in this Agreement shall serve as a guarantee of a minimum or maximum number of emergency events, a minimum or maximum number of days of operation, or a minimum or maximum quantity of hazardous waste to be managed by the CONTRACTOR.

## **4.0 COMPENSATION**

### **4.1 Compensation**

The CITY will pay the CONTRACTOR for satisfactory services provided under this Agreement, in accordance with the fee schedule specified in Exhibit A, PSC Fee Schedule, of this Agreement, which is incorporated herein by this reference.

The CITY's obligation to make payments under this Agreement shall be limited to the current appropriation(s) for that purpose. At the time of execution of this Agreement, the total appropriation(s), and the City's obligation hereunder, is thirty thousand dollars (\$30,000) per fiscal year. If the CITY appropriates additional funds for this Agreement, the CITY payment obligations shall be expanded to the extent of such appropriation(s), subject to the terms and conditions of the Agreement, and the parties shall execute an amendment implementing that change. The CONTRACTOR shall not provide any services, goods or equipment, and the CITY shall not pay for any services, goods or equipment provided, in excess of the funds appropriated by the CITY for this Agreement.

### **4.2 Invoicing**

The CONTRACTOR shall provide two (2) copies of invoices which detail the services performed and the total amount due. All invoices shall be submitted on the company's letterhead, along with the CONTRACTOR'S remittance address. The CITY will approve invoices for payment only after all services described are delivered to the satisfaction of the CITY, and upon presentation of a proper invoice from CONTRACTOR which shall include the following information:

- Name and address of the Los Angeles Fire Department as follows:

Daniel McCarty, Assistant Chief  
Los Angeles Fire Department  
140 North Avenue 19,  
Los Angeles, CA 90031  
Phone: (213) 485-6101  
Fax: (213) 485-8993

- Date of invoice
- Invoice number
- Agreement number
- LAFD Pick-up location
- Description of services
- Amount of Invoice

## **5.0 AMENDMENT**

No course of dealing between the parties, their employees, agents or representatives, shall vary any of the terms thereof. This Agreement may be modified, amended, or supplemented only by a written amendment to this Agreement properly executed by the parties.

## **6.0 STANDARD PROVISIONS**

CONTRACTOR acknowledges and agrees to comply with the requirements of the "Standard Provisions for City Contracts (Rev. 3/09)" attached hereto as Exhibit C and incorporated herein by this reference.

## **7.0 ORDER OF PRECEDENCE**

This Agreement, and any attachments or documents incorporated herein by inclusion or by reference, including Exhibit A - PSC Fee Schedule, Exhibits B - Contract No. C-113380, Exhibit C - Standard Provisions for City Contracts (Rev. 3/09) constitutes the complete and entire Agreement between the CITY and the

CONTRACTOR. In the event of any inconsistency between the body of this Agreement and the Exhibits, the order of precedence shall be as follows:

- (1) The paragraphs in the body of this Agreement
- (2) Exhibit A – PSC Fee Schedule
- (3) Exhibit B – Contract No. C-113380
- (4) Exhibit C - Standard Provisions for City Contracts (Rev. 3/09)

#### **8.0 ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the CITY and the CONTRACTOR and supersedes all other agreements between parties pertaining to the subject matter thereof.

This Agreement is executed in three (3) originals, each of which shall be an original, and all of which shall be one and the same contract.

**(Signature Page to Follow)**

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date indicated.

For: **THE CITY OF LOS ANGELES,**  
A municipal corporation,  
acting by and through its  
Los Angeles Fire Department

For: **Philip Services Corp., LLC**

BY: \_\_\_\_\_  
MILLAGE PEAKS  
Fire Chief

BY: \_\_\_\_\_  
Hector Sanchez  
Regional Vice President

Date: \_\_\_\_\_

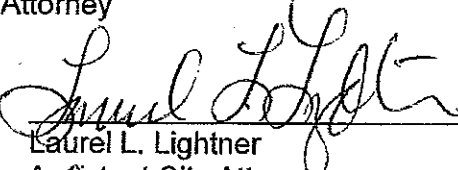
Date: \_\_\_\_\_

APPROVED AS TO FORM AND  
LEGALITY:

ATTESTED:

**CARMEN A. TRUTANICH**  
City Attorney

**JUNE LAGMAY**  
City Clerk

BY:   
Laurel L. Lightner  
Assistant City Attorney

BY: \_\_\_\_\_

Title: \_\_\_\_\_

Date: April 19, 2010

Date: \_\_\_\_\_

CITY Business Tax Registration Number: \_\_\_\_\_

Internal Revenue Service Tax Identification Number: \_\_\_\_\_

Said Agreement is Number: \_\_\_\_\_