

**MEMORANDUM OF UNDERSTANDING**

between

the

**USDA Forest Service  
Eldorado National Forest**

and the

**County of El Dorado**  
regarding

**Removal of Petroleum Storage Tank**

**THIS Memorandum of Understanding** ("MOU") is entered into by and between the County of El Dorado, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and the USDA Forest Service, Eldorado National Forest, hereinafter referred to as "FOREST SERVICE."

**RECITALS**

**WHEREAS**, FOREST SERVICE has a 3,000 gallon petroleum storage tank that is no longer in use in their operation; and

**WHEREAS**, FOREST SERVICE has obtained authorization to donate said storage tank under GSA letter dated 7/11/07; and

**WHEREAS**, COUNTY has determined that it is in the best interest of the road maintenance operation to use the storage tank to store emulsion at its Missouri Flat Storage Facility; and

**WHEREAS**, COUNTY's Board of Supervisors, has accepted the donation of the petroleum storage tank and signed FOREST SERVICE form AD-107 "Report of Transfer or Other Disposition or Construction of Property";

**NOW, THEREFORE**, the parties hereto mutually agree as follows:

**1. TERM**

This MOU shall become effective when fully executed by both parties hereto and shall expire six (6) months thereafter.

**2. LOCATION AND DESCRIPTION OF TANK**

The tank is located at the FOREST SERVICE Camino Work Center at 2350 Carson Road, Placerville, California, 95667. The tank is a 3,000 gallon heated aluminum petroleum storage tank, serial number AG0001951317, with a four (4) inch metal tubing constructed stand that measures ten (10) feet wide by six (6) feet tall by ten (10) feet long.

### **3. FOREST SERVICE AGREES TO:**

Provide the COUNTY access to the Camino Work Center to allow for the removal of the tank and associated equipment.

### **4. COUNTY AGREES TO:**

Provide all personnel, equipment, materials and supplies necessary to remove the petroleum storage tank from the FOREST SERVICE Camino Work Center, disconnect all associated equipment, grade the removal site, transport the tank and install it at the Department of Transportation Missouri Flat Road Storage Facility including:

- a. draining the tank and disposing of material in accordance with applicable regulations;
- b. disconnecting and removing the tank and all electrical and piping associated with the tank from FOREST SERVICE Camino Work Center;
- b. loading and transporting tank;
- c. grading and smoothing the removal site at the FOREST SERVICE Camino Work Center; and
- d. installing the tank at the Missouri Flat Road Storage Facility.

### **5. GENERAL PROVISIONS**

- a. COUNTY accepts all liability for removing the tank and associated equipment and for transportation of the tank to its site at the Missouri Flat Road Storage Facility.
- b. Tank will become the property of COUNTY for use, storage or disposal in accordance with all applicable regulations and standards.

COUNTY shall indemnify, defend, and hold harmless the FOREST SERVICE, its officers, agents, and employees, from and against any claims, actions, suits, costs, expenses (including reasonable attorney's fees) and other costs of defense incurred or liabilities, whether for damage to or loss of property, or injury to or death of persons, which in any way arise from or are connected with the negligent acts or omissions of COUNTY or its officers, agents, employees, contractors, or subcontractors in COUNTY's performance of its obligations under this MOU

- d. FOREST SERVICE shall indemnify, defend, and hold harmless COUNTY, its officers, agents, and employees, from and against any claims, actions, suits, costs, expenses (including reasonable attorney's fees) and other costs of defense incurred or liabilities, whether for damage to or loss of property, or injury to or death of persons, which in any way arise from or are connected with the negligent acts or omissions of FOREST SERVICE or its officers, agents, employees, contractors, or

subcontractors in FOREST SERVICE's performance of its obligations under this MOU.

- e. COUNTY makes no warranties, express or implied, concerning the work performed by COUNTY at the FOREST SERVICE Camino Work Center pursuant to this MOU and COUNTY expressly disclaims any such warranties.
- f. Any dispute resolution action arising out of this MOU, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

## 6. NOTICES

Any notice required or permitted under this MOU shall be in writing and shall be served by United States Postal Service upon the other party.

Notices to COUNTY shall be in duplicate and addressed as follows:

To County:  
County of El Dorado  
Department of Transportation  
2441 Headington Road  
Placerville, CA 95667

With a copy to:  
County of El Dorado  
Department of Transportation  
2850 Fairlane Court  
Placerville, CA 95667

Tom Celio,  
Deputy Director,  
Maintenance and Operations

Attn.: Tim C. Prudhel,  
Contract Services Officer

Notices to FOREST SERVICE shall be addressed as follows:

USDA Forest Service  
2350 Carson Road  
Placerville, CA 95667

John Sherman  
Eldorado Forest Engineer

## 7. CONTRACT ADMINISTRATION

The COUNTY Officer or employee with responsibility for administering this MOU is Tom Celio, Deputy Director, Maintenance and Operations Division, Department of Transportation, or successor.

**Contract Administrator Concurrence:**

By: \_\_\_\_\_  
Tom Celio  
Deputy Director,  
Maintenance and Operations  
Department of Transportation

Dated: \_\_\_\_\_

**Requesting Department Concurrence:**

By: \_\_\_\_\_  
Richard W. Shepard, P.E.  
Director of Transportation

Dated \_\_\_\_\_

**IN WITNESS WHEREOF**, the parties hereto have executed this MOU on the dates indicated below, the latest of which shall be deemed to be the effective date of this MOU.

**- COUNTY OF EL DORADO**

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Board of Supervisors  
"COUNTY"

Attest:

Clerk of the Board of Supervisors

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Deputy Clerk

**-- USDA FOREST SERVICE --**

By: \_\_\_\_\_

Dated: \_\_\_\_\_

"FOREST SERVICE"