



**COUNTY OF EL DORADO
COMMUNITY DEVELOPMENT AGENCY
ENVIRONMENTAL MANAGEMENT DIVISION**

AGREEMENT FOR SERVICES #641-O1411

THIS AGREEMENT made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "COUNTY") and the El Dorado Irrigation District (hereinafter referred to as "EID");

RECITALS

WHEREAS, the Environmental Management Division (EMD) is a Division of the Community Development Agency of the COUNTY, and is overseen by the COUNTY Board of Supervisors; and

WHEREAS, EID provides water, wastewater treatment, recycled water, hydropower, and recreation services within portions of El Dorado and Sacramento Counties and is overseen by the EID Board of Directors; and

WHEREAS, EID, through its Industrial Pretreatment and Pollution Prevention Program (PROGRAM), is responsible for developing, implementing, and enforcing its PROGRAM in accordance with federal and state regulations to properly protect its sewer wastewater collection and treatment system and plants (WWTPs) from non-domestic discharges that could potentially cause Pass-Through, Interference, or harm to EID personnel. As part of the PROGRAM, EID requires all automobile servicing (AUTO) businesses within its sewer collection system to apply for and adhere to an individually issued Wastewater Discharge Permit (PERMIT) by EID. Active PERMITS require periodic inspections by EID PROGRAM staff to verify compliance; and

WHEREAS, EMD's Hazardous Materials Unit is approved by the California Environmental Protection Agency (Cal-EPA) as the Certified Unified Program Agency (CUPA) for El Dorado County and as such, administers the local government programs overseeing Hazardous Materials Storage/ Business Plans and Hazardous Waste Generators for commercial businesses including but not limited to AUTO businesses and as such, EMD staff performs periodic inspections to verify compliance; and

WHEREAS, EMD and EID have a common goal to provide relief to businesses complying with the overlapping and sometimes conflicting environmental compliance requirements independently managed by federal, state, and local agencies; and

WHEREAS, EMD and EID desire to provide such relief through coordination of resources to reduce the cost and time to such businesses of meeting such environmental compliance requirements; and

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws.

NOW, THEREFORE, County and EID mutually agree as follows:

ARTICLE I

Scope of Services:

EID agrees to:

- (a) Within five (5) business days of the execution of this agreement, provide to EMD a complete current list of all applicable AUTO businesses to which EID has issued a PERMIT. This list and any applicable updates shall hereinafter be referred to as the "FACILITY LIST" marked Exhibit "A," incorporated herein and made by reference a part hereof.
- (b) On a quarterly basis, provide to EMD an updated FACILITY LIST for EMD to verify these businesses are registered as storing and disposing hazardous materials and as such will be inspected for compliance at a minimum of once every three (3) years by EMD staff. If no updates are necessary, EID shall instead notify EMD as such.
- (c) Obtain from EMD printable electronic copies of EMD inspections a minimum of once a month for applicable AUTO businesses.
- (d) Proceed with notifications/corrective actions/enforcement activities following EID's then current procedures, policies, and regulations following notification of a PERMIT violation by EMD relating to the proper storage or disposal of hazardous materials as defined by California Health and Safety Code or California Code of Regulations.
- (e) Utilize EMD's triennial (every three (3) years) inspection of hazardous waste storage and disposal practices for automobile servicing businesses with wastewater connection services to EID in lieu of PROGRAM staff periodic inspections. If deemed appropriate and in its sole discretion, EID may conduct additional inspections as necessary of any AUTO business to ensure continued protection of the EID wastewater collection and treatment system and plants.
- (f) Provide a single contact to coordinate and answer questions relating to this Agreement.

COUNTY agrees to:

- (a) Provide staff and resources to conduct inspections according to EMD's existing inspection schedule a minimum of once during each specified three (3) year period.
- (b) Provide printable electronic copies of all AUTO business hazardous materials inspections with wastewater connection services to EID in accordance with the then-current FACILITY LIST, to EID's Environmental Compliance Analyst within fifteen (15) days of the end of each month.
- (c) Provide a copy of EMD's current inspection schedule for each AUTO business with a PERMIT from EID upon availability.

- (d) Notify EID in writing (an email is acceptable) when inspections will not be conducted as scheduled. Notification shall be no later than thirty (30) days following the scheduled inspection date. Such notification shall include the anticipated alternative inspection schedule as to when AUTO business will be inspected.
- (e) Notify EID in writing (an email is acceptable) within two (2) business days when any non-acute hazard is identified during an inspection.
- (f) Notify EID immediately via telephone of any acute hazard identified that could present a health and safety hazard to the public, EID staff, or the EID wastewater collection and treatment system. Such notification shall be followed within two (2) business days by a complete written account of the conditions observed and individuals who were encountered.
- (g) Provide a single contact to answer any questions or concerns related to this Agreement.

ARTICLE II

Term: This Agreement shall become effective when fully executed by both parties hereto and shall expire three (3) years from the date of execution thereof.

ARTICLE III

Compensation for Services: EMD shall submit for payment an invoice at least every ninety (90) days demonstrating satisfactory performance of COUNTY's duties as outlined in Article 1 "Scope of Services". At a minimum all invoices shall contain the following: facility business name, facility business address, EID PERMIT number, and date of inspection.

For services satisfactorily performed herein, EID agrees to pay twenty dollars (\$20) per facility inspection report during the first calendar year in which this Agreement shall become effective. During each subsequent calendar year the billed cost per facility inspection report shall be modified on January 1 annually (or as soon as such information is available) to reflect the Consumer Price Index - Urban Wage Earners and Clerical Workers during the previous twelve (12) month period.

EID will pay within thirty (30) days following EID's receipt and approval of invoices identifying services rendered and acceptance of all inspections reports related to the invoiced period.

ARTICLE IV

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE V

Default, Termination, and Cancellation:

A. Default: Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date on which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired.

B. Termination or Cancellation without Cause: Either party may terminate this Agreement, without cause, in whole, upon thirty (30) calendar days' written notice to the other. If such prior termination is effected, EID will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination, and for such other services, which the parties may agree to in writing as necessary for contract resolution. Upon receipt of a Notice of Termination, COUNTY shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise.

ARTICLE VI

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to COUNTY shall be addressed as follows:

COUNTY OF EL DORADO
Community Development Agency
Environmental Management Division
2850 Fairlane Court, Bldg. "C"
Placerville, CA 95667
ATTN: Gerri Silva, Environmental Management Division Director

or to such other location as COUNTY directs.

Notices to EID shall be addressed as follows:

El Dorado Irrigation District
Environmental Division
Industrial Pretreatment and Pollution Prevention Program
2890 Mosquito Road
Placerville, CA 95667
ATTN: Brian Mueller, Engineering Director

or to such other location as EID directs.

ARTICLE VII

Change of Address: In the event of a change in address for EID's principal place of business, EID's Agent for Service of Process, or Notices to EID, EID shall notify COUNTY in writing as provided in **Article VI- Notice to Parties**. Said notice shall become part of this Agreement upon acknowledgment in writing by the COUNTY Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

ARTICLE VIII

Indemnity: Each party shall defend, indemnify, and hold the other party harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the inspections, operations, or performance hereunder made by such indemnifying party in this Agreement. This duty of each party to indemnify and hold the other party harmless includes the duties to defend set forth in California Civil Code Section 2778. The provisions of this section shall survive the expiration or termination of this Agreement.

ARTICLE IX

Interest of Public Official: No official or employee of COUNTY who exercises any functions or responsibilities under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of COUNTY have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE X

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. EID attests that it has no current business or financial relationship with any COUNTY employee(s) that would constitute a

conflict of interest with provision of services under this contract and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. COUNTY represents that it is unaware of any financial or economic interest of any public officer or employee of EID relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in the Article in the Agreement titled, "Default, Termination and Cancellation".

ARTICLE XI

Contract Administration:

A. COUNTY: The COUNTY officer or employee with responsibility for administering this Agreement is Gerri Silva, Environmental Management Division Director, or successor/designee.

B. EID: The EID officer or employee with responsibility for administering the Agreement for EID is Dan Corcoran, Environmental Manager, or successor/designee.

ARTICLE XII

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

ARTICLE XIII

Partial Invalidity: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XIV

Venue: Any dispute resolution action arising out of this Agreement, 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.

ARTICLE XV

Preservation of Records: COUNTY and EID agree to maintain and preserve, until three (3) years after termination of the Agreement and final payment from EID to COUNTY, all inspection notices and records relating to said inspection notices including, but not limited to, photos and documents as related to this Agreement and to allow interviews of any employees who might reasonably have information related to such records. COUNTY and EID acknowledge that under certain circumstances this Agreement may be subject to examination and audit by the California State Auditor pursuant to Government Code § 8546.7.

ARTICLE XVI

No Third Party Beneficiaries: Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this agreement

ARTICLE XVII

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

Requesting Contract Administrator and Division Concurrence:

By: Gerri Silva
Gerri Silva, M.S., REHS
Environmental Management Division Director
Community Development Agency

Dated: June 13, 2014

Requesting Department Head Concurrence:

By: Steven M. Pedretti
Steven M. Pedretti, Director
Community Development Agency

Dated: 7/10/14

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: 8-26-14

By: 
Norma Santiago Chair
Board of Supervisors
"County"

ATTEST:
James S. Mitrisin
Clerk of the Board of Supervisors


By: 
Deputy Clerk

Dated: 8-26-14

-- EL DORADO IRRIGATION DISTRICT --

By: 
Jim Abercrombie
General Manager
EID

Dated: 6/30/14

Reviewed & Approved on: 6/27/14

EID General Counsel's Office
