



**COUNTY OF EL DORADO
COMMUNITY DEVELOPMENT SERVICES
ENVIRONMENTAL MANAGEMENT DEPARTMENT**

AGREEMENT FOR SERVICES #264-O1811

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");

R E C I T A L S

WHEREAS, the Community Development Services, Environmental Management Department (EMD) 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 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 shall hereinafter be referred to as the "FACILITY LIST" marked Exhibit "A" and shall be incorporated herein and made by reference a part hereof. Any updates to the list shall be attached to this Agreement as an addendum.
- (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 shall 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) Proceed with notifications, corrective actions, and/or 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.
- (d) Utilize EMD's triennial (every three [3] years) inspection of hazardous waste storage and disposal practices for AUTO 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 businesses to ensure continued protection of the EID WWTPs.
- (e) 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 thirty (30) days of the end of each quarter.
- (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 EID WWTPs. 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 thereafter.

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 I "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 a flat rate of twenty dollars (\$20) per facility inspection report for the duration of this Agreement.

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 in 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. Bankruptcy: This Agreement, at the option of COUNTY, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of EID.
- C. Ceasing Performance: COUNTY may terminate this Agreement in the event EID ceases to operate as a business or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. Termination or Cancellation without Cause: Either party may terminate this Agreement in whole or in part upon thirty (30) calendar days' written notice to the other party. If such prior termination is effected, EID shall pay for satisfactory services rendered prior to the effective dates, as set forth in the Notice of Termination, and for such other services which both 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 the same in the United States Post Office, postage prepaid and return receipt requested. Notices to COUNTY shall be addressed as follows:

To COUNTY:

County of El Dorado
Community Development Services
Environmental Management Department
2850 Fairlane Court
Placerville, California 95667

Attn.: Greg Stanton
Director

With a copy to:

County of El Dorado
Community Development Services
Administration and Finance Division
2850 Fairlane Court
Placerville, California 95667

Attn.: Michele Weimer
Administrative Services Officer
Contracts & Procurement Unit

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, California 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 COUNTY's 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

Non-Agent Status: A County officer or employee performing services under this Agreement is not an agent or employee of EID. A County officer or employee shall have no right to bind EID, and EID shall not be liable on account of any action or inaction on the part of a County officer or employee during the course of an inspection, provided that the County makes no warranty, express or implied, as to the accuracy of any inspections, representations, or reports and has no obligation to indemnify EID for its reliance on any information provided or withheld, intentionally or negligently, under 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 ARTICLE V, Default, Termination, and Cancellation, herein.

ARTICLE XI

Contract Administration:

- A. COUNTY: The COUNTY officer or employee with responsibility for administering this Agreement is Greg Stanton, REHS, Director, Community Development Services, Environmental Management Department, or successor.
- B. EID: The EID officer or employee with responsibility for administering this 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, sentence, or phrase of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions, sentences, and phrases 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

Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

ARTICLE XVIII

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 Department Concurrence:

By: _____
Greg Stanton, REHS, Director
Community Development Services
Environmental Management Department

Dated: _____

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

-- COUNTY OF EL DORADO --

By: _____

Dated: _____

Board of Supervisors
"County"

Attest:
James S. Mitrison
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

-- EL DORADO IRRIGATION DISTRICT --

By: _____

Dated: _____

Jim Abercrombie
General Manager
EID