

**AGREEMENT FOR
THE OPERATION OF THE EL DORADO COUNTY
HOUSEHOLD HAZARDOUS WASTE COLLECTION FACILITY**

Agreement #

THIS AGREEMENT, made and entered into between the County of El Dorado, hereinafter referred to as "County," and the El Dorado Hills County Water District, hereinafter referred to as "District".

RECITALS

WHEREAS, County must comply with the provisions of the laws governing the safe collection, transportation, , recycling, and disposal of certain wastes in accordance with the 1989 Integrated Waste Management Act pursuant to the passage of Assembly Bill 939, the Resource Conservation and Recovery Act ("RCRA"), and the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA");

WHEREAS, County desires the approval of the District to operate at District's Fire Station 86 located at 3670 Bass Lake Road, El Dorado Hills, CA ("Property") a permanent household hazardous waste (HHW) collection facility to assist County in providing for the convenient and proper collection and disposal of HHW and universal waste; and

WHEREAS, District, in an effort to ensure the protection, health, and welfare of the public and its personnel, desires the removal of HHW from homes so that such materials will not pose danger or other adverse environmental impacts in the event of a fire.

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

A. RESPONSIBILITIES OF COUNTY

1. County has provided and placed on District's Property secure structures to be used by County for the acceptance and storage of HHW pursuant to this Agreement. Said structures shall meet or exceed all applicable fire and hazardous materials storage requirements.
2. County will have the sole responsibility for operating and maintaining said structures, at its own expense, and shall be permitted to make any improvements to said structures at its own expense so long as the improvements made to not interfere with District's

operations. County will notify District in advance of any plans to make modifications or improvements, and will schedule any work accordingly.

3. County is responsible to repair any damage to the structure(s) and to make any repairs or perform any cleanup due to vandalism or other causes.
4. County will provide sufficient fifty-five (55) gallon drums and other Department of Transportation (DOT) compliant containers as necessary for the storage of HHW collected by County which meet or exceed applicable storage and federal transportation standards and adequate materials for packing the same.
5. County, at its sole expense, will contract with a licensed hazardous waste hauler (contractor) to remove and transport HHW to an authorized facility. HHW generated by each event will be removed from the site the day of the event, with the exception of the used oil and used coolant contained in County's storage tanks as well as any other types of HHW that County's contractor requires additional documentation for disposal or HHW in partially full containers. At no point will the storage of HHW collected at a specific event exceed six (6) months. With the exception of used oil and used coolant, all HHW will be stored indoors, in a properly labeled and closed container. County agrees that said Contractor shall be available in the event that an emergency collection becomes necessary due to the special nature or amount of waste.
6. County will be responsible for ensuring all necessary permits are current to allow County to perform the collection services described herein. County shall provide District with "The Handbook for Operational Procedures" and a hardcopy of the California Environmental Reporting System (CERS) consolidated contingency plan, which shall be consistent with all applicable state and federal regulations, and which designates HHW acceptance, handling, and storage procedures, specifies categorization for waste anticipated to be delivered, and describes emergency procedures, and will provide District with all updates thereto. County will be available to respond to all emergencies as well as illegal or improper dumping at the site by the public.
7. County will have employees available on call at all times to assist District should an emergency occur at District's Fire Station 86 related to County's HHW collection facility.

8. County will cause District, its officers, agents, employees, and volunteers to be named as an additional named insured on County's insurance policy retained by County for the HHW disposal. This coverage shall be primary coverage to District.

B. RESPONSIBILITIES OF DISTRICT

1. District agrees to allow County to operate a HHW collection program in accordance with the procedures established by County consistent with all applicable state and federal regulations at District's Fire Station 86 located at 3670 Bass Lake Road, El Dorado Hills, CA.
2. All HHW shall be stored in the containers provided by County and, with the exception of used oil and used antifreeze, shall be within the structure provided by the County at all times. At no time shall District be considered the owner of such HHW for purposes of any statutory liability which may arise under CERCLA and responsibilities for such waste shall at all times reside with County and not with District.
3. District shall be responsible for ensuring that the areas surrounding the structure(s) provided by County are maintained in a safe and appropriate manner.

C. INDEMNIFICATION

County agrees to defend, indemnify and hold the District and its directors, officers, employees, and volunteers harmless from any and all damages, attorney's fees, costs (including clean-up costs) and liability, including governmentally-imposed fines and assessments, and including any liability for death of, or injury to, any person, volunteer, or employee and for loss of, or damage to, or loss of use of any property, which may directly or indirectly arise from the acts done or omitted to be done by County, its officers, employees, or volunteers pursuant to this Agreement, including, but not limited to, statutory liability arising out of the Comprehensive Environmental Response, Compensation and Recovery Act ("CERCLA") or other applicable laws, except to the extent any such damages, costs, and liability arises out of the gross negligence or willful misconduct of the District, its officers, employees, or volunteers. County's obligations under this indemnification provision shall survive the term of this Agreement.

D. CLEAN UP OF SITE

At completion of this Agreement, County will remove from and about the Property the wooden storage shed, metal storage container, used oil tank, any and all HHW or other materials, and shall return the site to its original condition prior to construction of the structure(s) and storage of the waste, unless otherwise requested in writing by District.

E. TERM

This Agreement will sunset upon the closure of the HHW facility no later than December 31, 2024, unless the continued operation of the HHW facility is determined to be beneficial to County and District. If the term of this Agreement is extended, the new term will be mutually agreed upon by both parties in writing, which will become a supplement to this Agreement.

F. TERMINATION

This Agreement may be terminated upon thirty (30) days written notice by either party. County shall have reasonable time within which to remove any and all of County's equipment provided to District, including, but not limited to, the wooden storage shed, metal storage shed, 1,000 gallon used oil tank, and all HHW remaining on the property of District. County shall immediately remove any waste which, in District's opinion, is contaminating the area or poses an unreasonable risk or hazard.

G. COMPLETE AGREEMENT

This Agreement supersedes all prior written or oral agreements or understandings, including the current 1994 Agreement and contains the complete agreement between the parties of their duties and obligations regarding the HHW collection facility operated by County at the Property . This Agreement may only be modified by mutual agreement of the governing boards of County and District. To become effective, any modification to this Agreement shall be made in writing, signed by both parties' designees, and shall become a supplement to this Agreement.

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

COUNTY OF EL DORADO

By: _____

Dated: _____

Chair, Board of Supervisors
"County"

Attest:

Kim Dawson

Clerk of the Board of Supervisors

By: _____

Dated: _____

EL DORADO HILLS COUNTY WATER DISTRICT

By: 

Dated: 6/17/2021

President, Board of Directors
"District"

Attest:

Name

Title

By: Jessica Braddock

Dated: 6/17/2021