

SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT
INEDIBLE KITCHEN GREASE MANIFEST SIGNATURE AGREEMENT

THIS AGREEMENT is made and entered into on this _____ day of _____, 20____, by and between the SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT, a county sanitation district pursuant to and operating under the authority of the County Sanitation District Act, commencing at Health and Safety Code section 4700, hereinafter referred to as "DISTRICT," and the LIQUID WASTE HAULER PERMITTEE indicated below, hereinafter referred to as "PERMITTEE".

PERMITTEE:

BUSINESS NAME: _____

OWNER (or Corporate Officer) NAME: _____

RECITALS

WHEREAS, the State of California Department of Food and Agriculture recently passed legislation regarding Inedible Kitchen Grease Manifest requirements, referred to in Article 42, Subchapter 2, Chapter 4, Division 2, of Title 3 of the California Code of Regulations, Section 1180.24, which became effective April 1, 2013; and

WHEREAS, DISTRICT represents the receiving facilities for liquid waste discharge within the County of Sacramento and PERMITTEE is the transporter of inedible kitchen grease being discharged at DISTRICT'S receiving facilities; and

WHEREAS, DISTRICT and PERMITTEE desire to enter into an Agreement authorizing the PERMITTEE to sign on the DISTRICT'S behalf on the receiving facility's part of the Inedible Kitchen Grease Manifest; and

WHEREAS, DISTRICT and PERMITTEE desire to enter into this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, DISTRICT and PERMITTEE agree as follows:

1. ASSIGNMENT OF SIGNATURE AUTHORITY

- A. DISTRICT authorizes PERMITTEE to sign on the DISTRICT'S behalf on the receiving facility's part of the Inedible Kitchen Grease Manifest required by the State, hereinafter referred to as "Manifest", as long as PERMITTEE adheres to the applicable requirements of Article 42, Subchapter 2, Chapter 4, Division 2, of Title 3 of the California Code of

Regulations, Section 1180.24, "Requirements to document and track the collection, transport, and receipt of inedible kitchen grease", hereinafter referred to as "CA Title 3 Section 1180.24", which is attached hereto and incorporated herein as Attachment 1, and PERMITTEE continues to abide by all of the DISTRICT'S permit requirements, including indemnification and insurance requirements.

- B. By granting PERMITTEE this authority, DISTRICT recognizes PERMITTEE'S signature shall also be verifying on DISTRICT'S behalf, all of the requirements listed under CA Title 3 Section 1180.24, subsection d.13.A.

2. ACCEPTANCE OF SIGNATURE AUTHORITY

- A. PERMITTEE agrees to sign on the DISTRICT'S behalf on the receiving facility's part of the Manifest in accordance with the requirements of CA Title 3 Section 1180.24.
- B. By agreeing to sign the Manifest on the DISTRICT'S behalf, PERMITTEE is also agreeing to verify all of the requirements listed under CA Title 3 Section 1180.24, subsection d.13.A on the DISTRICT'S behalf, and to continue to abide by all of the DISTRICT'S permit requirements, including indemnification and insurance requirements.

3. TERM

This Agreement shall be effective and commence as of the date first written above and shall remain in effect until terminated in writing by either party, and/or termination or lapse of PERMITTEE'S wastewater discharge permit.

4. COMPLIANCE WITH LAWS

- A. PERMITTEE shall observe and comply with all applicable Federal, State, County, and DISTRICT laws, regulations, and ordinances.
- B. DISTRICT shall observe and comply with all applicable Federal, State, County, and DISTRICT laws, regulations, and ordinances. DISTRICT is not liable for PERMITTEE'S failure to provide manifests to the DISTRICT.

5. LICENSES AND PERMITS

PERMITTEE shall possess and maintain all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, County of Sacramento, and all other appropriate governmental agencies, including any certification and credentials required by DISTRICT. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by DISTRICT.

6. NOTICE

Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by mail, addressed as follows:

TO DISTRICT:

Sacramento Regional County Sanitation District (Regional San)
Wastewater Source Control Section (WSCS)
10060 Goethe Road
Sacramento, CA 95827

TO PERMITTEE:

Send to the address on file with DISTRICT for PERMITTEE'S Permit

7. GOVERNING LAWS AND JURISDICTION

This Agreement shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to this Agreement shall be brought in Sacramento County, California.

8. STATUS OF PERMITTEE

- A. It is understood and agreed that PERMITTEE (including PERMITTEE'S employees) is an independent entity or individual and that no relationship of employer-employee exists between the parties hereto; and as an independent entity or individual, PERMITTEE hereby indemnifies and holds DISTRICT harmless from any and all claims that may be made against DISTRICT based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.
- B. If, in the performance of this Agreement, any third persons are employed by PERMITTEE, such person shall be entirely and exclusively under the direction, supervision, and control of PERMITTEE. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by PERMITTEE, and the DISTRICT shall have no right or authority over such persons or the terms of such employment.
- C. It is further understood and agreed that as an independent entity or individual and not an employee of DISTRICT, neither the PERMITTEE, nor PERMITTEE'S personnel shall have any entitlement as a DISTRICT employee, right to act on behalf of DISTRICT in any capacity whatsoever as agent, except with the signature authority authorized by this Agreement, nor to bind DISTRICT to any obligation whatsoever. PERMITTEE shall not be covered by worker's compensation; nor shall PERMITTEE be entitled to compensated sick leave, vacation leave,

retirement entitlement, participation in group health, dental, life and other insurance programs, or entitled to other fringe benefits payable by the DISTRICT to employees of the DISTRICT.

9. BENEFITS WAIVER

If PERMITTEE is unincorporated, PERMITTEE acknowledges and agrees that PERMITTEE is not entitled to receive the following benefits and/or compensation from DISTRICT: medical, dental, vision, and retirement benefits, life and disability insurance, sick leave, bereavement leave, jury duty leave, parental leave, or any other similar benefits or compensation otherwise provided to permanent civil service employees pursuant to the County Charter, the County Code, the Civil Service Rule, the Sacramento County Employees' Retirement System, and/or any and all memoranda of understanding between DISTRICT and its employee organizations. Should PERMITTEE or any employee or agent of PERMITTEE seek to obtain such benefits from DISTRICT, PERMITTEE agrees to indemnify and hold harmless DISTRICT from any and all claims that may be made against DISTRICT for such benefits.

10. SUCCESSORS

This Agreement shall bind the successors of DISTRICT and PERMITTEE in the same manner as if they were expressly named.

11. INTERPRETATION

This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

12. DISPUTES

In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between themselves. Pending resolution of any such dispute, PERMITTEE shall continue without delay to carry out all its responsibilities under this Agreement unless the Agreement is otherwise terminated in accordance with the Termination provisions herein. If the dispute cannot be resolved within 15 calendar days of initiating such negotiations or such other time period as may be mutually agreed to by the parties in writing, either party may pursue its available legal and equitable remedies, pursuant to the laws of the State of California. Nothing in this Agreement or provision shall constitute a waiver of any of the government claim filing requirements set forth in Title 1, Division 3.6, of the California Government Code or as otherwise set forth in local, state and federal law.

13. TERMINATION

Either party may terminate this Agreement without cause upon written notice to the other party. Notice shall be deemed served on the date of mailing. If notice of termination for cause is given by DISTRICT to PERMITTEE and it is later determined that PERMITTEE was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to this paragraph.

14. AUDITS AND RECORDS

- A. PERMITTEE shall submit manifests to DISTRICT in accordance with existing permit requirements as well as keep records for his/her/it-self.
- B. Both parties shall comply with any requests for copies of manifest documents by the representatives of the California Department of Food and Agriculture and/or law enforcement agencies. Said records can be electronic or hard copies.

15. SURVIVAL OF TERMS

The terms, conditions, and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation, or termination of this Agreement shall so survive.

16. DUPLICATE COUNTERPARTS

This Agreement may be executed in duplicate counterparts. The Agreement shall be deemed executed when it has been signed by both parties.

17. AUTHORITY TO EXECUTE

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement for or on behalf of the parties to this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

**SACRAMENTO REGIONAL COUNTY
SANITATION DISTRICT**, a county
sanitation district pursuant to and
operating under the authority of the
County Sanitation District Act,
commencing at Health and Safety
Code section 4700

PERMITTEE:

Permit Number: _____

Business Name:

By: _____

Charles Duty
Environmental Program Manager

By: _____

Name: _____

Title: _____

Date: _____

Date: _____

THIS AGREEMENT FORMAT HAS BEEN APPROVED BY DISTRICT COUNSEL

ATTACHMENT 1
California Code of Regulations Section 1180.24

California Code of Regulations

Title 3. Food and Agriculture

Division 2. Animal Industry

Chapter 4. Meat Inspection

Subchapter 2. Rendering and Pet Food

Article 42. Transporters of Inedible Kitchen Grease (Refs & Annos)

Section 1180.24. Requirements to Document and Track the Collection, Transport, and Receipt of Inedible Kitchen Grease.

(a) Pursuant to section 19316.5 of the Food and Agricultural Code, the Department is establishing a system for documenting and tracking the transportation of inedible kitchen grease in order to ensure the proper disposal or recycling of that material.

(b) Definitions:

(1) "Authorized receiving facility" or "receiving facility" means a licensed renderer, a licensed collection center, a facility or operation authorized to receive and process inedible kitchen grease pursuant to the Integrated Waste Management Act (Public Resources Code 40000 et seq.), or a permitted wastewater treatment facility, such as a publicly owned treatment works, that accepts the direct receipt of transported inedible kitchen grease, or other facility approved by the Department to receive inedible kitchen grease.

(2) "Generator" means any location where inedible kitchen grease is collected from a grease container, grease interceptor, or grease trap, including, but not limited to, a collection center or any food preparation, processing, or handling establishment or facility.

(3) "Inedible kitchen grease" means any fat or used cooking greases and oils obtained from any source pursuant to Food and Agricultural Code section 19216. For purposes of this section, inedible kitchen grease collected from grease traps and grease interceptors, or "interceptor/trap grease", includes all fat, used cooking greases and oils, and all greasy liquid, water and solids contained in a grease trap or grease interceptor.

(4) "Manifest" means a record, in writing, on a fill-in-the-blanks printed or electronic form that is legible and easy to read.

(5) "Weighmaster" means a person holding licensure and is certified with the Department's Division of Measurement Standards in accordance with sections 12700-12736 of the Business and Professions Code.

(6) "Weighmaster certificate" means an official document issued by a weighmaster that verifies the net weight of a load of inedible kitchen grease.

(7) "Working capacity" means the total volume of all grease, greasy liquid, water and solids contained in the grease trap or grease interceptor when it is in a static state (i.e., with no material flowing in or out of it).

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(c) Personal noncommercial transporters of inedible kitchen grease shall keep and maintain a record, in writing, for not less than two years for each collection of inedible kitchen grease. The record shall provide the following information:

- (1) Date and time of collection of inedible kitchen grease.
- (2) Name and address where the inedible kitchen grease was collected.
- (3) Amount (lbs. or gallons) of inedible kitchen grease collected.
- (4) Name of driver who transported the inedible kitchen grease.
- (5) Name and address where the inedible kitchen grease was delivered.

(d) Commercial transporters of inedible kitchen grease shall keep and maintain a manifest for each collection and delivery of inedible kitchen grease. The manifest shall include the following:

- (1) The name of the transporter.
- (2) The name and address of the generator.
- (3) The date and time the inedible kitchen grease was collected.
- (4) The type of inedible kitchen grease collected at each generator, transported, and delivered to the receiving facility. Types of inedible kitchen grease are:
 - (A) Used cooking oil.
 - (B) Interceptor/trap grease.
- (5) The amount, in pounds or gallons, of inedible kitchen grease collected at each generator. The amount of inedible kitchen grease shall be determined by use of a meter, a scale, container calibrations, other accurate measuring device that is approved by the Department, or mathematical calculation using the total empty capacity of the container or containers and the proportion of the container or containers filled with inedible kitchen grease.
 - (A) If the mathematical calculation method is used, the total empty capacity of the container or containers that is used in the calculation shall be entered on the manifest. For grease traps and grease interceptors, this is the working capacity of the grease trap or grease interceptor.
 - (B) If the mathematical calculation method is used, the observed proportion of fill of the container or containers that is used in the calculation shall be entered on the manifest.
- (C) For grease traps and grease interceptors, the amount of inedible kitchen grease collected must equal the working capacity of the grease trap or grease interceptor pursuant to Penal Code section 374.5 and Public Resources Code section 16051, unless the transporter meets all conditions for reinsertion of material removed from a grease trap or grease interceptor required by Penal Code subsection 374.5(b).

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(6) The printed name and signature of an on-site representative of the generator.

(A) By signing the manifest, the representative of the generator verifies that the information contained in subsections (d)(1), (2), (3), (4), and (5) above is true and correct.

(B) The generator and the transporter of inedible kitchen grease may enter into an agreement, prepared in advance, in writing, and signed and dated by both parties, whereby the generator authorizes the transporter to sign the generator's part of the manifest on its behalf.

(C) Copies of the agreement described in subsection (d)(6)(B) above shall be maintained by the generator and the transporter as long as the agreement is in effect and shall be made available, upon demand, to representatives of the Department and law enforcement agencies.

(D) If a written agreement, as described in subsection (d)(6)(B) above, is not in place and a transporter is unable to obtain the signature of an on-site representative of the generator, the transporter shall attach a statement, explaining why he was unable to obtain a signature, to the generator part of the manifest. A copy of this statement shall be provided to the generator along with the copy of the generator part of the manifest and a copy shall be attached to the generator part of the manifest maintained by the transporter.

(7) The printed name of the driver collecting, transporting, and delivering the inedible kitchen grease and the driver's signature attesting to the accuracy of all information entered on the manifest.

(8) The number on the Department issued decal affixed to the vehicle transporting the inedible kitchen grease.

(9) The name of the authorized receiving facility where the inedible kitchen grease is received.

(10) The address of the authorized receiving facility where the inedible kitchen grease is received

(11) The date and time the inedible kitchen grease is received by the receiving facility.

(12) The amount, in pounds or gallons, of inedible kitchen grease received by the receiving facility.

(A) For interceptor/trap grease, the amount of inedible kitchen grease received shall be determined by use of a meter, a scale, a weighmaster certificate, container calibrations, other accurate measuring device that is approved by the Department, or mathematical calculation using the total empty capacity of the container or containers and the proportion of the container or containers filled with inedible kitchen grease.

(i) If the mathematical calculation method is used, the total empty volume of the container or containers that is used in the calculation shall be entered on the manifest.

(ii) If the mathematical calculation method is used, the observed proportion of fill of the container or containers that is used in the calculation shall be entered on the manifest.

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(B) For used cooking oil, the amount of inedible kitchen grease received shall be determined by use of a meter, a scale, a weighmaster certificate for the load of inedible kitchen grease issued by a Department-licensed weighmaster, container calibrations, or other accurate measuring device that is approved by the Department.

(13) The printed name and signature of a responsible individual at the receiving facility.

(A) By signing the manifest, the representative of the receiving facility verifies that the information contained in subsections (d)(1), (4), (8), (9), (10), (11) and (12) above is true and correct.

(B) For receipt of interceptor/trap grease, the receiving facility and the transporter of inedible kitchen grease may enter into an agreement, prepared in advance, in writing, and signed and dated by both parties, whereby the receiving facility authorizes the transporter to sign the receiving facility's part of the manifest on its behalf.

(C) Copies of the agreement described in subsections (d)(13)(B) above shall be maintained by the receiving facility and the transporter as long as the agreement is in effect and shall be made available, upon demand, to representatives of the Department and law enforcement agencies.

(14) A consecutive numerical manifest number to assist transporters, inedible kitchen grease generators, and regulating authorities in tracking the volume of grease transported.

(e) Transporters of inedible kitchen grease shall use a written manifest form of their own creation or they may use the MPES Form 79-124 (Est. 11/12) Manifest - Inedible Kitchen Grease Transport Instructions and Receiving Facility Information, and MPES Form 79-125 (Est. 11/12) Manifest - Inedible Kitchen Grease Transport Generator Information, that the Department shall provide upon request for the cost of production, handling, and postage.

(f) If the manifest is completed and maintained in an electronic format, the manifest and required signatures shall conform to standards established by the California Uniform Electronic Transactions Act, California Civil Code, Title 2.5, Part 2, Division 3 (commencing with section 1633.1).

(g) Manifests shall be divided into three parts and records shall be maintained as follows:

(1) One part of the manifest shall contain all information required in subsections (d)(1), (2), (3), (4), (5), (6), (7), (9) and (14) above.

(A) This part of the manifest shall be kept on the transporting vehicle from the time of inedible kitchen grease collection until receipt of the inedible kitchen grease at a receiving facility and shall be made available, upon demand, to representatives of the Department and law enforcement agencies.

(B) A copy of this part of the manifest shall be given to the generator at the time of inedible kitchen grease collection or it shall be mailed or delivered to the generator no later than 45 calendar days after collection of the inedible kitchen grease.

(2) One part of the manifest shall contain all information required in subsections (d)(1), (4), (7), (8), (9), (10), (11), (12), (13) and (14) above.

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(A) A copy of this part of the manifest shall be given to the authorized receiving facility at the time of inedible kitchen grease receipt or it shall be mailed or delivered to the authorized receiving facility no later than 15 business days after receipt of the inedible kitchen grease.

(B) The receiving facility shall keep and maintain this part of all manifests for two years and shall make such copies available, upon demand, to representatives of the Department and law enforcement agencies.

(3) The third part of the manifest shall have all the information required in subsections (d) above and the transporter shall keep and maintain this part of all manifests for two years and shall make such copies available, upon demand, to representatives of the Department and law enforcement agencies.

Note: Authority cited: Sections 407 and 19380, Food and Agricultural Code. Reference: Sections 19303, 19313.1 and 19316.5, Food and Agricultural Code.

HISTORY

1. Repealer and new section filed 3-7-2012; operative 4-6-2012 (Register 2012, No. 10).
2. Amendment of section heading, repealer and new section and amendment of Note filed 2-25-2013; operative 4-1-2013 (Register 2013, No. 9).
- 3 CCR § 1180.24, 3 CA ADC § 1180.24

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