

**AGREEMENT AMONG CONTRA COSTA COUNTY,  
BETHEL ISLAND MUNICIPAL IMPROVEMENT DISTRICT, AND  
MT. DIABLO RESOURCES RECOVERY, RELATED TO  
ANNUAL "BETHEL ISLAND COMMUNITY CLEAN-UP" EVENTS**

This Agreement ("**Agreement**") is entered into as of August 6, 2024 ("**Effective Date**") by and among Contra Costa County, a political subdivision of the State of California ("**County**"), the Bethel Island Municipal Improvement District, a special act district ("**BIMID**"), and Mt. Diablo Resources Recovery ("**MDRR**"). The County, BIMID, and MDRR are sometimes referred to herein together as the "**Parties**," and each individually as a "**Party**."

RECITALS

- A. Historically, the County, including its District 3 County Supervisor's Office ("**Supervisor's Office**") and Bethel Island Municipal Advisory Council ("**BIMAC**"), BIMID, and MDRR have cooperated to host annual "Bethel Island Community Clean-Up" events (each, an "**Event**"). The County desires to continue cooperating with BIMID and MDRR to host Events for the benefit of the Bethel Island community. Each Event will be sponsored, in part, by the Supervisor's Office.
- B. BIMID owns that certain real property in the unincorporated Bethel Island area commonly identified as Assessor's Parcel Number 029-040-011 ("**Property**"). Although BIMID will not participate in future Events, BIMID is willing to allow the County and MDRR to use the Property for future Events, at no charge to the County or MDRR, under the terms of this Agreement. The Parties acknowledge that these Events will provide a benefit to the Parties and to persons who both live in the Bethel Island community and have a current MDRR account (each a "**Resident**").

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. **Term; Termination.** The term of this Agreement ("**Term**") commences on the Effective Date. Any Party may terminate this Agreement upon 30 days' advance written notice to the other Parties identifying the termination date.
2. **Grant of License; Use.** BIMID hereby grants to the County a non-exclusive license to occupy and use the Property for 48 consecutive hours once per calendar year ("**Event Period**") for setup of that year's Event, holding the Event, and cleanup after that year's Event. The County, including the Supervisor's Office and the BIMAC, and MDRR, and their officers, employees, agents, representatives, and volunteers, (collectively, the "**Event Partners**") may occupy and use the Property during the Event Period for each Event. During any Event Period, the Event Partners may: bring personnel, vehicles, and equipment upon, over, and across the Property; place and leave debris boxes and containers on the Property; remove debris boxes and containers from the Property and cleanup the Property; and allow Residents to drive upon,

over, and across the Property to deposit garbage and debris in the debris boxes and containers placed on the Property.

### **3. Scheduling Events; Terms of Use.**

- a. The first Event under this Agreement will occur on Saturday, September 14, 2024, between 8:00 a.m. and 12:00 p.m. The Event Period will begin at 12:00 a.m. on Friday, September 13, 2024, and it will end at 11:59 p.m. on Saturday, September 14, 2024.
- b. For Events in 2025 and in each calendar year thereafter, the Supervisor's Office, BIMAC, BIMID, and MDRR representatives will meet to identify a mutually acceptable Event Period for that year's Event, which will be confirmed in a writing by the County, through the Supervisor's Office.
- c. The County, through the Supervisor's Office, will coordinate with MDRR regarding the placement and removal of debris boxes and containers. Following each Event, the County, through the Supervisor's Office, will ensure that MDRR removes all debris boxes and containers from the Property, and that the Property is left in a clean condition substantially similar to the condition it was in prior to the Event.
- d. During an Event, the County, through the Supervisor's Office, will coordinate with other Event Partners to staff the Event and to direct traffic to designated unloading areas.
- e. Only Residents with a current MDRR account may participate in an Event, and only after making a reservation through the Supervisor's Office. The Supervisor's Office will require proof of residency and proof of an MDRR account to make a reservation.

### **4. Indemnification; Release from Liability.**

- a. Indemnity by the County. The County shall indemnify, defend, and hold harmless BIMID, its officers, employees, agents, representatives, and volunteers from any and all claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, damages, penalties, expenses, and costs of any kind, whether actual, alleged, or threatened, including legal counsel's fees and costs, court costs, interest, defense costs, expert witness fees, and attorney's fee awards (collectively, "**Liabilities**") but only to the extent that the Liabilities arise from or are connected with the negligence or willful misconduct of the County (including its Supervisor's Office and BIMAC) or its officers, employees, agents, representatives, or volunteers while performing any activities on the Property connected with an Event.
- b. Indemnity by MDRR. MDRR shall indemnify, defend, and hold harmless BIMID and the County (including its Supervisor's Office and BIMAC) and their officers, employees, agents, representatives, and volunteers but only to the extent that the Liabilities arise from or are connected with the negligence or willful misconduct of

MDRR, or its officers, employees, agents, representatives, and volunteers while performing any activities on the Property connected with the Event.

- c. MDRR's Release. MDRR hereby releases and discharges BIMID and the County (including its Supervisor's Office and BIMAC) and their officers, employees, agents, representatives, volunteers, related entities, affiliates, successors, and assigns (collectively, the "**Released Parties**") from any and all claims, demands, causes of action, obligations, damages, and liabilities, which MDRR now has or could assert in any manner related to or arising from any damage to or loss of any vehicles, debris boxes, or containers placed on the Property, or that use or enter the Property, in connection with any Event. MDRR knowingly waives the right to make any claim against the Released Parties for such damages and expressly waives all rights provided by section 1542 of the California Civil Code, which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

- d. Survival. This Section 4 shall survive the termination of this Agreement.
5. Notices. All notices shall be in writing and shall be delivered in any of the following manners: (a) by personal delivery during usual business hours at the principal office of the receiving Party; or (b) by deposit in the United States mail, with First Class postage prepaid, and addressed to the receiving Party at its principal office; or (c) by deposit with an overnight carrier for next business day delivery to the receiving Party at its principal office, with all delivery charges prepaid. However, all routine correspondence or other writings in the course of scheduling or coordinating Events and Event-related activities may be exchanged between or among Parties by email. None of the following may be exchanged by email: a notice of termination of the Agreement; a notice given pursuant to Section 4; a notice changing a party's principal office under this Section. The Parties' principal offices for purposes of this Agreement are as follows:

County, District 3 Supervisor's Office & BIMAC:

Contra Costa County  
c/o District 3 Supervisor's Office  
Attn: Deputy Chief of Staff  
3361 Walnut Boulevard, Suite 140  
Brentwood, CA 94513  
Email: [Supervisor\\_Burgis@bos.cccounty.us](mailto:Supervisor_Burgis@bos.cccounty.us)

BIMID:

Bethel Island Municipal Improvement District  
Attn: District Manager  
P.O. Box 244  
3085 Stone Road  
Bethel Island, CA 94511  
Email: [bimid@bimid.com](mailto:bimid@bimid.com)

MDRR:

Mount Diablo Resource Recovery.  
Attn: Community Relations & Governmental Affairs Manager  
4080 Mallard Drive  
Concord, CA 94520  
Email: [sarah.davis@mdrr.com](mailto:sarah.davis@mdrr.com)

Delivery of notice pursuant to this Section shall be deemed complete on the day of delivery by personal delivery or email, or on the third day following the postmark date if deposited in the United States Mail, or on the next business day following the date the notice is deposited with an overnight carrier for next business day delivery. A Party may change its principal office address by delivering written notice to the other Party at least five days before the change in address becomes effective. When a notice is required to be given in a manner other than by email, the Parties will endeavor to send a courtesy copy of the notice by email.

6. **Governing Law.** This Agreement shall be construed in accordance with and governed by laws of the State of California.
7. **Entire Agreement; Amendment.** This Agreement represents the entire and integrated agreement between the Parties as to the subject matter referenced herein. This Agreement may be amended in a writing executed by the Parties following approval by the Parties' governing bodies.
8. **Severability.** No provision of this Agreement shall be interpreted to require any unlawful action by any Party. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, then the meaning of that term or portion of this Agreement shall be construed so as to render it enforceable to the extent feasible.
9. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and, when taken together with all other signed counterpart, shall constitute one and the same instrument.
10. **Compliance with Laws.** In the performance of this Agreement, the Parties shall observe and comply with all applicable federal, state, and local laws and regulations, including but not limited to those relating to licensing, employment, and purchasing practices, and wages, hours, and conditions of employment, including those relating to nondiscrimination.

11. **No Third-Party Beneficiaries.** This Agreement is only for the benefit of the Parties as public entities and shall not be construed as or deemed to operate as an agreement for the benefit of any third party or third parties. No person or entity other than the Parties shall have any right of action or obtain any right to benefits or position of any kind for any reason whatsoever.

[Remainder of page left blank. Signatures on next page.]

The Parties have executed this Agreement as of the Effective Date first written above.

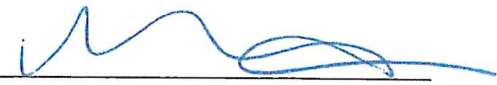
**CONTRA COSTA COUNTY**

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

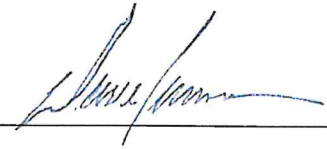
Approved as to form:  
Thomas L. Geiger, County Counsel

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


**BETHEL ISLAND MUNICIPAL  
IMPROVEMENT DISTRICT**

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

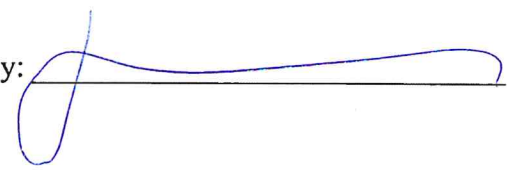
Approved as to form:

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

**MT. DIABLO RESOURCES RECOVERY**

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

Approved as to form:

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