

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

948



**FROM:** Waste Management Department

**SUBMITTAL DATE:**

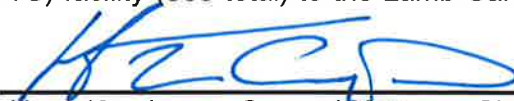
June 13, 2013

**SUBJECT:** Amended and Restated Waste Delivery Agreement for the Acceptance of Out-of County Waste

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the attached Amended and Restated Waste Delivery Agreement with Burrtec Waste Industries, which authorizes the disposal of up to 225,000 tons per year from the West Valley and East Valley Transfer Station in San Bernardino County; and
2. Authorize the Chairman to execute the Agreement on behalf of the Board.

**BACKGROUND:** On March 26, 2013, the Board authorized a month-to-month agreement with Burrtec to import up to 400 tons per day of waste from the East Valley Transfer Station (EVTS) in San Bernardino and directed staff to begin negotiations for a longer term agreement (instead of month-to-month, subject to termination by either party). Discussions have been ongoing; however, additional time is required to prepare the specific agreement language to address the conceptual deal points. Staff and Burrtec anticipate negotiations and agreement preparation will take approximately six months. In light of the requested six-month extension of time, Burrtec has offered to deliver up to an additional 400 tons per day from their West Valley Transfer Station (WVTS) facility (800 total) to the Lamb Canyon or Badlands Landfill. (continued)

  
Hans Kernkamp, General Manager-Chief Engineer

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ NA	In Current Year Budget:	No
	Current F.Y. Net County Cost:	\$ NA	Budget Adjustment:	No
	Annual Net County Cost:	\$ NA	For Fiscal Year:	FY 12/13

<b>SOURCE OF FUNDS:</b> N/A	<b>Positions To Be Deleted Per A-30</b>	<input type="checkbox"/>
	<b>Requires 4/5 Vote</b>	<input type="checkbox"/>

**C.E.O. RECOMMENDATION:**

APPROVE  
BY:   
Alex Gann

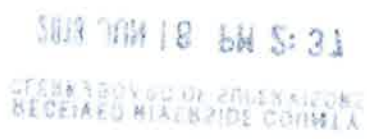
**County Executive Office Signature**

FORM APPROVED COUNTY COUNSEL  
BY:   
NEAL R. KIPNIS  
DATE: 6/13/13

Departmental Concurrence

Consent  
 Policy  
 Consent  
 Policy

Dep't Recomm.:  
 Per Exec. Ofc.:



Prev. Agn. Ref.: 12-1C (3/26/13)

District: 5/5

Agenda Number

12-1 C

Staff is recommending that the six-month extension of time be granted to allow for negotiations to progress. The maximum of 800 tons per day delivery will be limited to not exceed the 225,000 tons per year import restriction requirement of the El Sobrante Landfill agreement and a final long-term delivery agreement has the potential to generate approximately \$2,225,000 annually for the General Fund (subject to an annual review of enterprise fund actual expense).

The Waste Delivery Agreement (WDA) has been reviewed and determined to be categorically exempt from CEQA under CEQA Guidelines Section 15301, Class 1 – Existing Facilities, and Section 15273, Rates, Tolls, Fares, and Charges. In addition to establishing rates, the WDA will direct waste from the WVTS and EVTS to the Lamb Canyon or Badlands Landfill, existing regional facilities permitted to accept up to 5,000 and 4,000 tons of MSW and 913 and 612 vehicles/day, respectively. From January 2010 to January 2013, the average daily tonnage and vehicle trips for the Lamb Canyon Landfill were 1,684 tons/252 vehicles, and 1,700 tons/166 vehicles for Badlands. The proposed tonnage from the EVTS and WVTS represents only 9% of the permitted daily capacity for the regional landfills, while generating 35 vehicle trips/day (2% of permitted vehicles). The additional daily tons/traffic resulting from the WDA will not exceed any permitted thresholds. Furthermore, as demonstrated, the regional facilities have sufficient permitted capacity to provide waste disposal service for in-county residents.

Based on the permitted capacity for the Lamb Canyon and Badlands landfills, in addition to current/projected in-county tonnage, disposal of waste as stipulated in the proposed WDA will not exceed any environmental threshold established for the regional facilities including air quality, traffic, tonnage, noise, and disposal capacity, as considered under Environmental Assessments (EAs) No. 39652 and “Badlands 2010-01,” for which Mitigated Negative Declarations (MNDs) were adopted by the Riverside County Board of Supervisors on March 17, 2009, and on January 25, 2011, respectively.

1  
2 **SECTION 22. CONSTRUCTION OF AGREEMENT.**

3  
4 The parties hereto have negotiated this Agreement at arm's length and with advice of  
5 their respective attorneys, and no provision contained herein shall be construed against  
6 COUNTY solely because it prepared this Agreement in its executed forms.

7  
8 IN WITNESS WHEREOF, this Agreement has been executed and is effective on the date the  
9 Board of Supervisors takes action on it.

10  
11 RIVERSIDE COUNTY WASTE  
12 MANAGEMENT DEPARTMENT  
13 14310 Frederick Street  
14 Moreno Valley, CA 92335


Burrtec Waste Industries, Inc.  
9890 Cherry Ave.  
Fontana, CA 92335

15 Dated: 6/13/13

Dated: June 13, 2013

16 RECOMMENDED FOR APPROVAL

17 By:   
18 Hans Kernkamp  
General Manager-Chief Engineer

By:   
Tracy A. Sweeney  
Chief Operating Office/Vice President

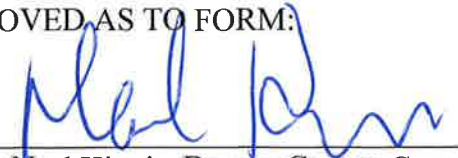
19 RIVERSIDE COUNTY

20 By: \_\_\_\_\_  
21 Chairman, Board of Supervisors

22 ATTESTED:

23 By: \_\_\_\_\_  
24 Kecia Harper-Ihem, Clerk

25 APPROVED AS TO FORM:

By:   
Neal Kipnis, Deputy County Counsel

1  
2 **SECTION 22. CONSTRUCTION OF AGREEMENT.**  
3

4 The parties hereto have negotiated this Agreement at arm's length and with advice of  
5 their respective attorneys, and no provision contained herein shall be construed against  
6 COUNTY solely because it prepared this Agreement in its executed forms.  
7

8 IN WITNESS WHEREOF, this Agreement has been executed and is effective on the date the  
9 Board of Supervisors takes action on it.  
10

11 RIVERSIDE COUNTY WASTE  
12 MANAGEMENT DEPARTMENT  
13 14310 Frederick Street  
14 Moreno Valley, CA 92335


Burrtec Waste Industries, Inc.  
9890 Cherry Ave.  
Fontana, CA 92335

15 Dated: 6/13/13

Dated: June 13, 2013

16 RECOMMENDED FOR APPROVAL

17 By:   
18 Hans Kernkamp  
General Manager-Chief Engineer

By:   
Tracy A. Sweeney  
Chief Operating Office/Vice President

19 RIVERSIDE COUNTY

20 By: \_\_\_\_\_  
21 Chairman, Board of Supervisors

22 ATTESTED:

23 By: \_\_\_\_\_  
24 Kecia Harper-Ihem, Clerk

25 APPROVED AS TO FORM:

By:   
Neal Kipnis, Deputy County Counsel

1  
2 **SECTION 22. CONSTRUCTION OF AGREEMENT.**

3  
4 The parties hereto have negotiated this Agreement at arm's length and with advice of  
5 their respective attorneys, and no provision contained herein shall be construed against  
6 COUNTY solely because it prepared this Agreement in its executed forms.

7  
8 IN WITNESS WHEREOF, this Agreement has been executed and is effective on the date the  
9 Board of Supervisors takes action on it.

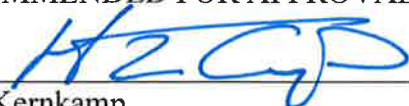
10  
11 RIVERSIDE COUNTY WASTE  
12 MANAGEMENT DEPARTMENT  
13 14310 Frederick Street  
14 Moreno Valley, CA 92335

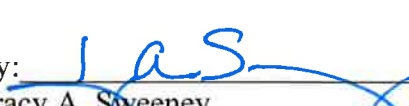
Burrtec Waste Industries, Inc.  
9890 Cherry Ave.  
Fontana, CA 92335

15 Dated: 6/13/13

Dated: June 13, 2013

16 RECOMMENDED FOR APPROVAL

17 By:   
18 Hans Kernkamp  
19 General Manager-Chief Engineer

By:   
Tracy A. Sweeney  
Chief Operating Office/Vice President

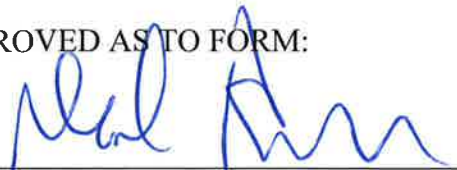
20 RIVERSIDE COUNTY

21 By: \_\_\_\_\_  
Chairman, Board of Supervisors

22 ATTESTED:

23 By: \_\_\_\_\_  
Kecia Harper-Ihem, Clerk

24 APPROVED AS TO FORM:

25 By:   
Neal Kipnis, Deputy County Counsel

1  
2 **AMENDED AND RESTATED AGREEMENT FOR DISPOSAL**  
3 **OF SOLID WASTE**  
4

5 The RIVERSIDE COUNTY WASTE MANAGEMENT DEPARTMENT, hereinafter  
6 referred to as "COUNTY" and Burrtec Waste Industries, Inc., hereinafter referred to as  
7 "VENDOR", hereby agree as follows:

8 RECITALS  
9

10 **WHEREAS**, VENDOR is obligated to provide for the collection and disposal of Solid  
11 Waste and to dispose of the Solid Waste in a manner consistent with the protection of public  
12 health and safety; and  
13

14 **WHEREAS**, VENDOR desires to arrange for the disposal of non-hazardous Solid Waste  
15 processed at the East Valley Transfer Station and West Valley Transfer Station (Transfer  
16 Stations) in a Class III sanitary landfill; and  
17

18 **WHEREAS**, COUNTY owns and operates the Lamb Canyon Landfill and Badlands  
19 Landfill (Class III sanitary landfills) and is willing and able to take solid waste from the Transfer  
20 Stations for disposal under the terms and conditions set forth herein;  
21

22 **WHEREAS**, COUNTY and VENDOR entered into an agreement to deliver Solid Waste  
23 from the East Valley Transfer Station on March 26, 2013 (the "Prior Agreement") for 400 tons  
24 per day and now desire to increase the tonnage and add the West Valley Transfer Station, and the  
25 parties wish to supersede the Prior Agreement and enter into this Amended and Restated  
Agreement for Disposal of Solid Waste;

1  
2 **NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

3  
4 **SECTION 1. DEFINITIONS.**

5  
6 A. Applicable Law

7  
8 Applicable law means all statutes, rules, regulations, permits, orders, or  
9 requirements of the United States, State, County and local government authorities and agencies  
10 having applicable jurisdiction that apply to or govern the duties or actions of VENDOR related  
11 to this Agreement.

12  
13 B. Solid Waste

14  
15 Solid Waste to be delivered by VENDOR to COUNTY and acceptable to  
16 COUNTY, shall all be non-hazardous residential and commercial refuse, garbage and/or rubbish  
17 and Construction/Demolition Debris which COUNTY's Landfills may receive under its permits  
18 and standard operating policies and includes or excludes any other materials that COUNTY  
19 designates in writing from time to time upon at least ninety (90) days' prior written notice to  
20 VENDOR. As used in this Agreement, Solid Waste shall also include "Solid Waste Residue," as  
21 that term is hereinafter defined. Notwithstanding the foregoing, Solid Waste shall not include  
22 the following:

- 23 (1) **Unpermitted landfill wastes**, including all materials at Lamb Canyon and  
24 Badlands, or other site(s) which the COUNTY designates for disposal, which are  
25 not allowed to be landfilled;

1  
2 (2) **Asbestos**, including friable materials that can be crumbled with pressure  
3 and are therefore likely to emit fibers, being a naturally occurring family of  
4 carcinogenic fibrous mineral substances, which may be a Hazardous Waste,  
5 defined in item (6) below, if it contains more than one percent asbestos;

6 (3) **Ash** residue from the incineration of solid wastes, including municipal  
7 waste, infectious waste described in item (8) below, wood waste, sludge, and  
8 agricultural wastes;

9 (4) **Auto shredder** “fluff” consisting of upholstery, paint, plastics, and other  
10 non-metallic substances which remains after the shredding of automobiles;

11 (5) **Large dead animals**;

12 (6) **Hazardous Wastes**:

13 (a) “Hazardous Waste” pursuant to Section 40141 of the California  
14 Public Resources Code; regulated under Chapter 7.6 (commencing with  
15 Section 25800) of Division 20 of the California Health and Safety Code;  
16 all substances defined as hazardous waste, acutely hazardous waste, or  
17 extremely hazardous waste by Sections 25110,02, 25115, and 25117 of the  
18 California Health and Safety Code (the California Hazardous Waste  
19 Control Act), California Health and Safety Code Section 25100 et seq.,  
20 and future amendments to or recodification of such statutes or regulations  
21 promulgated thereunder, including 23 California Code of Regulations  
22 Sections 2521 and 2522; and

23 (b) Materials regulated under the Resource Conservation and  
24 Recovery Act, 42 U.S.C. Section 6901 et seq., as amended (including, but  
25 not limited to, amendments thereto made by the Solid Waste Disposal Act  
Amendments of 1980), and related federal, State and local laws and  
regulations;



1  
2  
3 (c) Materials regulated under the Toxic Substance Control Act, 15  
4 U.S.C. Section 2601 et seq., as amended, and related federal, State of  
5 California, and local laws and regulations, including the California Toxic  
6 Substances Account Act, California Health and Safety Code Section  
7 25300 et seq.;

8 (d) Materials regulated under the Comprehensive Environmental  
9 Response, Compensation and Liability Act, 42 USC 9601, et seq., as  
10 amended, and regulations promulgated thereunder; and

11 (e) Materials regulated under any future additional or substitute  
12 federal, State or local laws and regulations pertaining to the identification,  
13 transportation, treatment, storage or disposal of toxic substances or  
14 hazardous wastes.

15 (7) **Industrial** solid or semi-solid wastes which are prohibited at the landfill  
16 or are inconsistent with the operation of the facility including cement kiln dust,  
17 and ore process residues.

18 (8) **Infectious wastes** which have disease transmission potential and are  
19 classified as Hazardous Wastes by the State Department of Health Services,  
20 including pathological and surgical wastes, medical clinic wastes, wastes from  
21 biological laboratories, syringes, needles, blades, tubings, bottles, drugs, patient  
22 care items, such as linen or personal or food service items from contaminated  
23 areas, chemicals, personal hygiene wastes, and carcasses used for medical  
24 purposes or with known infectious diseases;

25 (9) **Liquid wastes** which are not spadeable, usually containing less than fifty  
percent solids, including cannery and food processing wastes, landfill leachate  
and gas condensate, boiler blowdown water, grease trap pumpings, oil and

1  
2 geothermal field wastes, septic tank pumpings, rendering plant byproducts, and  
3 sewage sludge, which liquid wastes may be Hazardous Wastes;

4 **(10) Radioactive wastes** under Chapter 7.6 (commencing with Section 25800)  
5 of Division 20 of the State Health and Safety Code, and any waste that contains a  
6 radioactive material, the storage or disposal of which is subject to any other State  
7 or federal regulation;

8 **(11) Sewage sludge** comprised of human and industrial residue, excluding grit  
9 or screenings, removed from a waste water treatment facility or septic tank,  
10 whether in a dry or semidry form.

11 **(12) Semi-solid waste** which contains less than 50 percent solids.

12 **(13) White Goods** which refers to commercial and residential appliances such  
13 as washing machines, clothes dryers, water heaters, refrigerators, trash  
14 compactors, microwaves and stoves/ovens which commonly contain mercury,  
15 PCBs, Freon and oil.

16 **(14) Tires** which refers to passenger vehicle tires, on-road/off-road heavy  
17 equipment tires and agricultural tires that are of a commercial or residential nature  
18 in any size, primarily constructed out of vulcanized rubber, polyester fibers and  
19 steel belts.

20 **(15) E-Waste** which refers to electronic products nearing the end of their  
21 "useful life." Computers, televisions, VCRs, stereos, copiers, and fax machines  
22 are common electronic products. Many of these products can be reused,  
23 refurbished, or recycled.

24 **(16) Universal Waste** means any of the following wastes that are conditionally  
25 exempt from classification as hazardous wastes pursuant to section 66261.9:

- (a) Batteries as described in section 66273.2;
- (b) Thermostats as described in section 66273.4;

1  
2 (c) Lamps as described in section 66273.5;

3 (d) Cathode ray tube materials as described in section 66273.6;

4 Note: The above referenced sections for Universal Waste are found in California  
5 Code of Regulations, Title 22. Social Security. Any other wastes that become  
6 categorized as Universal Waste will also not be considered Solid Waste.

7  
8 C. Solid Waste Residue

9  
10 Solid Waste Residue means Solid Waste that remains after undergoing any processing,  
11 including the separation and removal of recyclables, at the Transfer Stations and is then  
12 loaded into transfer trailers for delivery to landfills.

13  
14 D. Construction/Demolition Debris

15  
16 Construction/Demolition debris means building materials together with packaging and  
17 rubble resulting from construction, remodeling, repair and demolition operations on  
18 pavements, houses, commercial buildings, and other structures. Construction refers to  
19 SIC (Standard Industrial Code) 152 through 1794, 1796 and 1799. Demolition refers to  
20 SIC Code 1795.

21  
22 **SECTION 2. COMPLIANCE WITH APPLICABLE LAW.**

23  
24 VENDOR shall perform all of its respective duties hereunder, and shall cause all of its  
25 employees, contractors and agents to perform all of their respective duties hereunder, in  
accordance with Applicable Law and permits.

1  
2 **SECTION 3. DELIVERY OF SOLID WASTE.**

3  
4 A. Designated COUNTY Landfills:

5  
6 COUNTY landfill(s) designated to receive solid waste from the Transfer Stations  
7 shall be the Lamb Canyon Landfill (“Lamb Canyon”) or Badlands Landfill (“Badlands”)  
8 provided that COUNTY reserves the option to require VENDOR to deliver Solid Waste to such  
9 other landfill designated by COUNTY if the daily capacity at Lamb Canyon or Badlands is  
10 exceeded, is anticipated to be exceeded or in the event of short term unforeseen circumstances  
11 that prevent VENDOR from disposing Solid Waste at Lamb Canyon or Badlands.

12  
13 B. Tonnage Notification:

14  
15 VENDOR will notify COUNTY as soon as possible on any day it appears that  
16 information about the day’s tonnage being forwarded to the landfill would be helpful for the  
17 landfill site staff to know as they operate the facility (for example, an inordinate amount of one  
18 waste type, unusually high daily peak, etc.).

19  
20 C. Size and Type of Delivery Equipment:

21  
22 The size of tractors and trailers used to transfer Solid Waste from the Transfer Stations to  
23 COUNTY landfills will be appropriate to properly fulfill the task. The size will also conform to  
24 all standards of the California Highway Patrol.  
25

1  
2 (1) Transfer trailers used to deliver solid waste to COUNTY landfills will be  
3 limited to models with “walking floors” or if an unloading lift is available at the  
4 landfill, to those vehicles which can be serviced by the landfill operator.  
5

6 D. Hazardous Waste Load Check Program:  
7

8 VENDOR shall operate a hazardous waste load check program at the Transfer Stations as  
9 required by California law and by County of Riverside Ordinance 779.  
10

11 VENDOR agrees that Waste Management Department personnel may inspect facilities  
12 owned by VENDOR no more than once every three months and that these inspections will  
13 include a review of the facility’s load check activities, access to load check documents including  
14 load check reports, training records, and load check waste manifests. These inspections may  
15 include up to three days each of performing actual load checks at the facility using COUNTY  
16 Hazardous Waste Inspectors in an effort to judge the effectiveness of the facility’s hazardous  
17 waste exclusion efforts. These additional inspection efforts will be performed by COUNTY at  
18 no additional cost to VENDOR.  
19

20 E. Rejection of Solid Waste; Rights of Refusal  
21

22 COUNTY shall reject receipt of any material that does not meet the definition of Solid  
23 Waste included herein. VENDOR shall remove any material that is unloaded at COUNTY’S  
24 landfills by VENDOR and does not meet the definition of Solid Waste included herein within 24  
25 hours and dispose of it in a safe and lawful manner at VENDOR’S sole expense.

1  
2 F. Tonnage Tracking Compatible with COUNTY's Current System:

3  
4 VENDOR shall operate a tonnage tracking system that will determine on a daily basis the  
5 amount and origin of generation for the entire waste stream delivered to COUNTY landfills. The  
6 tonnage tracking system shall be fully compatible with the COUNTY'S current system.  
7 VENDOR shall provide COUNTY with monthly reports broken down by the origin of  
8 generation for the waste stream (including source separated and other diverted recyclables  
9 reported separately) delivered to the Transfer Stations and all disposal sites within thirty (30)  
10 days of the end of the calendar month. The format of said reports shall be approved by the  
11 COUNTY.

12 VENDOR shall provide COUNTY with information on the users of the Facility  
13 (i.e. names, number of visits, dates of visits, tonnage, etc.) whenever requested by COUNTY.

14 VENDOR will notify COUNTY of any discrepancies of more than 5% between tonnage  
15 weights reported by VENDOR and by COUNTY when the discrepancy becomes apparent to  
16 VENDOR. Both parties agree to have their scales recertified within five (5) working days of  
17 said notice. COUNTY will continue using weights as reported by its certified scales.

18  
19 COUNTY shall have the right to obtain copies of VENDOR'S weight tickets on ten (10)  
20 sequential transfer loads once a month upon request.

21  
22 G. Unloading Safety:

23  
24 VENDOR shall unload its transfer vehicles at the landfill in a safe and orderly manner. It  
25 will observe all of the operational rules of the landfills and take direction in regard to site  
management from landfill staff while on the premises. COUNTY will provide a safe and  
accessible unloading area at the landfill.

1  
2  
3 H. Out-of-County Solid Waste:  
4

5 VENDOR may dispose of up to an average of 800 tons per day of out-of-county waste  
6 from the Transfer Stations to Lamb Canyon or Badlands, as directed by COUNTY. Calculation  
7 of average tons per day of out-of-county Waste shall be performed by COUNTY on a calendar  
8 month basis. All deliveries of import residual to COUNTY disposal sites will be evaluated in  
9 regards to the resultant impact on the appropriate facility operating permit and any other  
10 COUNTY policies or agreements. COUNTY retains the right to terminate this right to dispose  
11 out-of-county waste at COUNTY disposal sites upon giving thirty (30) days written notice to  
12 VENDOR.  
13

14 In the event VENDOR desires to dispose of more than 800 tons per day of out-of-county  
15 Waste from the Transfer Stations in COUNTY disposal sites, VENDOR shall notify COUNTY  
16 in writing sixty (60) days in advance stating the source, amount and nature of the waste it wishes  
17 to dispose. The COUNTY's Board will then determine the policy issue of whether or not to  
18 allow the additional import residual to be delivered and to which COUNTY disposal site. All  
19 potential deliveries of import residual to COUNTY disposal sites will be evaluated in regards to  
20 the resultant impact on the appropriate facility operating permit and any other COUNTY policies  
21 or agreements. COUNTY retains the right to reject the receipt of residual quantities of all such  
22 additional out-of-county waste. In no event is the total amount of out-of-county Waste from the  
23 Transfer Stations to exceed 225,000 tons in any 12-month period.  
24  
25

1  
2 I. Source Separated Recyclables:  
3

4 Source separated recyclables and substantially green and/or wood waste loads shall not  
5 be delivered by VENDOR to the landfill without prior written approval from COUNTY.  
6

7 **SECTION 4. ACCEPTANCE OF SOLID WASTE.**  
8

9 A. COUNTY anticipates that during the term of this agreement, as hereinafter  
10 defined, it will have sufficient disposal capacity at Lamb Canyon or Badlands to enable it to  
11 accept all of the Solid Waste delivered to the landfill facilities from the Transfer Stations.  
12 Notwithstanding the foregoing, COUNTY shall have no obligation to accept or dispose of the  
13 Solid Waste from the Transfer Stations at Lamb Canyon, Badlands or an optional site as  
14 designated pursuant Section 3 above if:  
15

16 (1) Lamb Canyon, Badlands and the optional site are closed due to weather or  
17 other operational or regulatory concerns, or because of the exhaustion or  
18 anticipated exhaustion of the permitted disposal capacity of Lamb Canyon and  
19 Badlands; COUNTY may direct VENDOR to the landfill not impacted by the  
20 closure and/or if available, may designate a new COUNTY Class III sanitary  
21 landfill for use by VENDOR.  
22

23 (2) If Lamb Canyon, Badlands and the optional landfill, are closed  
24 concurrently for a period of twenty-four (24) or more continuous hours,  
25 VENDOR may utilize a non-COUNTY facility of VENDOR'S choice during this  
period of no access.



1  
2 **SECTION 5.**            **LANDFILL HOURS.**  
3

4            A.        Landfill hours will be established within the parameters of the landfill facility  
5 operating permit.  
6

7            (1)        Lamb Canyon will be open between 6:00 a.m. and 4:30 p.m. Monday  
8 through Saturday to receive Solid Waste from the Transfer Stations. Due to  
9 darkness, deliveries to Lamb Canyon Landfill between November 15 and January  
10 15 shall be completed by 4:00 p.m. Longer operating hours each day are possible  
11 at Lamb Canyon, but not guaranteed. COUNTY will notify VENDOR when (and  
12 if) Lamb Canyon will be opened for longer hours each day. It will be closed on  
13 legal Holidays (New Years Day, Memorial Day, Independence Day, Labor Day,  
14 Thanksgiving and Christmas).  
15

16            (2)        Badlands will be open between 6:00 a.m. and 4:30 p.m. Monday through  
17 Saturday to receive Solid Waste from the Transfer Stations (when made available  
18 by COUNTY). Due to darkness, deliveries to Badlands Landfill between  
19 November 15 and January 15 shall be completed by 4:00 p.m. It will be closed on  
20 legal Holidays (New Years Day, Memorial Day, Independence Day, Labor Day,  
21 Thanksgiving and Christmas).  
22

23            B.        COUNTY will provide VENDOR with reasonable notice any time landfill  
24 operating hours are planned to change.  
25

          C.        VENDOR agrees it has examined access routes to COUNTY landfills and shall  
make no claims as to deficiencies thereof.

1  
2  
3 **SECTION 6. TERM.**  
4

5 The term of the waste delivery and acceptance commitments included in this Agreement  
6 is month-to-month. The Agreement shall commence on the date it is executed by COUNTY'S  
7 Board of Supervisors ("the Effective Date") and can be terminated by COUNTY or VENDOR  
8 with or without cause upon giving thirty (30) days written notice to the other party.  
9

10 **SECTION 7. DISPOSAL FEE, BILLING, and SECURITY.**  
11

12 A. Disposal Fee:  
13

14 VENDOR shall be charged a per ton disposal fee (\$26.92) on the Effective Date of this  
15 Agreement for solid waste that is transported to the landfill in a transfer vehicle with walking  
16 floors (typical minimum 20+ tons per pay load) or "possum belly" trucks (typically 23+ tons per  
17 pay load). The disposal fee shall be adjusted annually according to the provisions of SECTION  
18 8 and maybe revised by COUNTY in the event of a change in law or regulations after the  
19 Effective Date of this Agreement affecting COUNTY'S landfill costs.  
20

21 B. Billing:  
22

23 COUNTY shall bill VENDOR monthly, based upon certified weigh tickets prepared by  
24 COUNTY, for each load of Solid Waste delivered to the landfill. Monthly payments shall be  
25 made by VENDOR to COUNTY by the thirtieth (30th) day of each calendar month for the  
previous month's deliveries of Solid Waste.

1  
2 C. Security:  
3

4 Security deposits (i.e. bonding, late fees, etc.) will be in accordance with current practice  
5 established by the Riverside County Waste Management Department.  
6

7 **SECTION 8. DISPOSAL FEE ADJUSTMENT.**  
8

9 The disposal fee will be subject to adjustment annually every July 1st following public  
10 hearings. The first adjustment may be made on July 1, 2013. The maximum increase or  
11 decrease allowable any one year will be equal to the percent change in the Consumer Price Index  
12 (CPI) during the year which shall immediately precede the adjustment. Computation of the  
13 change in the CPI will be made according to the following methodology.  
14

15 A. Said computation shall be equal to the change in the Consumer Price Index for  
16 all Urban Consumers (CPI-U) for the Los Angeles/Anaheim/Riverside Metropolitan Area,  
17 (1982-84 = 100), as published by the United States Department of Labor, Bureau of Labor  
18 Statistics. Said change shall be measured for the twelve (12) month period January through  
19 December. The first increase may be effective July 1, 2013, based upon changes in the  
20 Consumer Price Index formula for the period January, 2012 through December, 2012.  
21

22 **SECTION 9. INSURANCE.**  
23

24 VENDOR shall obtain, and keep in force for the term of this Agreement the following  
25 insurance policies which cover any acts or omissions of VENDOR, its employees, contractors,  
and agents engaged in the provision of service specified in the Agreement:

1           A.     Worker's Compensation coverage in accordance with the statutory requirements  
2 of the State of California.

3  
4           B.     VENDOR shall obtain and maintain in full force and effect throughout the entire  
5 Term of this Agreement a Broad Form Comprehensive General Liability (occurrence) Policy  
6 with a minimum limit of three million dollars (\$3,000,000.00) aggregate and two million dollars  
7 (\$2,000,000.00) per occurrence for bodily injury and property damage. Said insurance shall  
8 protect VENDOR, , the County of Riverside, its Agencies, Districts, Special Districts, and  
9 Departments, their respective directors, officers, Board of Supervisors, employees, elected or  
10 appointed officials, agents or representatives, from any claim for damages for bodily injury,  
11 including accidental death, as well as from any claim for property damage which may arise from  
12 operation of the transfer vehicle while on the landfill site, whether such operations be by  
13 VENDOR itself, or by its agents and/or employees. Copies of the policies or endorsements  
14 evidencing the above required insurance coverage shall be filed with the General Manager-Chief  
15 Engineer.

16           **(C)     Automobile Liability.**   **VENDOR** shall maintain liability insurance for all  
17 owned, non-owned or hired vehicles so used in an amount not less than two million dollars  
18 (\$2,000,000) per occurrence combined single limit. If such insurance contains a general  
19 aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the  
20 occurrence limit. The Policy shall name the County of Riverside, its Agencies, Districts, Special  
21 Districts, and Departments, their respective directors, officers, Board of Supervisors, employees,  
22 elected or appointed officials, agents or representatives as Additional Insureds.

23           All of the following endorsements are required to be made a part of the insurance policies  
24 required by this Section:  
25

1  
2 (1) "This policy shall be considered primary insurance as respects any other  
3 valid and collectible insurance COUNTY may possess including self-insured  
4 retention COUNTY may have, and any other insurance COUNTY or District does  
5 possess shall be considered excess insurance and shall not contribute with it."

6  
7 (2) "This insurance shall act for each insured, as though a separate policy had  
8 been written for each. This, however, shall not act to increase the limit of liability  
9 of the insuring company."

10  
11 (3) VENDOR shall cause its insurance carrier(s) to furnish COUNTY and  
12 District by direct mail with certificate(s) of insurance showing that such insurance  
13 is in full force and effect, and the County of Riverside, its Agencies, Districts,  
14 Special Districts, and Departments, their respective directors, officers, Board of  
15 Supervisors, employees, elected or appointed officials, agents or representatives  
16 are named as additional insureds with respect to this Agreement and the  
17 obligations of VENDOR hereunder. Further, said certificate(s) shall contain the  
18 covenant of the insurance carrier(s) that thirty (30) days written notice shall be  
19 given to COUNTY and District prior to modification, cancellation or reduction in  
20 coverage of such insurance. In the event notice has been provided to COUNTY  
21 and District of any such modification, cancellation or reduction in coverage and  
22 on the effective date thereof, COUNTY and District shall have the right to  
23 terminate this Agreement, unless County and District receive prior to such  
24 effective date another certificate from an insurance carrier that the insurance  
25 required herein is in full force and effect.

1  
2 The limits of such insurance coverage, and companies, shall be subject to review and  
3 approval by the Riverside County Board of Supervisors every year and may be modified at that  
4 time at the Board of Supervisors' sole discretion and a demonstration of reasonable need. The  
5 County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective  
6 directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or  
7 representatives shall be named as additional insureds on all policies and endorsements.  
8

9 **SECTION. 10** **INDEMNIFICATION**

10  
11 A. General Indemnification of County  
12

13 VENDOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts,  
14 Special Districts and Departments, their respective directors, officers, Board of Supervisors,  
15 elected and appointed officials, employees, agents and representatives from any liability, claim,  
16 damage or action whatsoever, based or asserted upon any act or omission of VENDOR, its  
17 officers, employees, subcontractors, agents or representatives arising out of or in any way  
18 relating to this Agreement, including but not limited to property damage, bodily injury, or death.  
19 VENDOR shall defend, at its sole cost and expense, including but not limited to attorney fees,  
20 cost of investigation, defense and settlements or awards, the County of Riverside, its Agencies,  
21 Districts, Special Districts and Departments, their respective directors, officers, Board of  
22 Supervisors, elected and appointed officials, employees, agents and representatives in any such  
23 action or claim. With respect to any action or claim subject to indemnification herein by  
24 VENDOR, VENDOR shall, at its sole cost, have the right to use counsel of its own choice and  
25 shall have the right to adjust, settle, or compromise any such action or claim without the prior  
consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in  
no manner whatsoever limits or circumscribes VENDOR's indemnification of COUNTY.

1  
2 VENDOR's obligations hereunder shall be satisfied when VENDOR has provided to COUNTY  
3 the appropriate form of dismissal (or similar document) relieving the COUNTY from any  
4 liability for the action or claim involved. The specified insurance limits required in this  
5 Agreement shall in no way limit or circumscribe VENDOR's obligations to indemnify and hold  
6 harmless the COUNTY.

7  
8 B. General Indemnification of Vendor

9  
10 COUNTY shall indemnify and hold harmless the VENDOR, its respective directors, officers,  
11 employees, agents and representatives from any liability, claim, damage or action whatsoever,  
12 based or asserted upon any act or omission of COUNTY arising out of or in any way relating to  
13 this Agreement, including but not limited to property damage, bodily injury, or death. COUNTY  
14 shall defend, at its sole cost and expense, including but not limited to attorney fees, cost of  
15 investigation, defense and settlements or awards, the VENDOR, its respective directors, officers,  
16 employees, agents and representatives in any such action or claim. With respect to any action or  
17 claim subject to indemnification herein by COUNTY, COUNTY shall, at its sole cost, have the  
18 right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any  
19 such action or claim without the prior consent of VENDOR; provided, however, that any such  
20 adjustment, settlement or compromise in no manner whatsoever limits or circumscribes  
21 COUNTY's indemnification of VENDOR. COUNTY's obligations hereunder shall be satisfied  
22 when COUNTY has provided to VENDOR the appropriate form of dismissal (or similar  
23 document) relieving the VENDOR from any liability for the action or claim involved.

24  
25 C. CERCLA Indemnification

1  
2 COUNTY shall indemnify, defend with counsel approved by VENDOR and hold  
3 harmless VENDOR, its respective officers, employees, agents, assigns, volunteers and any  
4 successor to VENDOR'S interest, from and against all third party claims, actual damages  
5 (including but not limited to special and consequential damages), natural resources damages,  
6 punitive damages, injuries, costs, response remediation and removal costs, losses, demands,  
7 debts, liens, liabilities, causes of action, suits, legal or administrative proceedings, interest, fines,  
8 charges, penalties, and expenses, (including but not limited to attorneys' and expert witness fees  
9 and costs incurred in connection with defending against any of the foregoing or in enforcing this  
10 indemnity) of any kind whatsoever paid, incurred or suffered by, or asserted against, VENDOR  
11 or its respective officers, employees, or agents arising from or attributable to any pickup, repair,  
12 cleanup, or detoxification, or preparation and implementation of any removal, remedial,  
13 response, closure or other plan (regardless of whether or not undertaken due to governmental  
14 action) concerning any hazardous substances or hazardous wastes including the release of such  
15 substances or wastes arising out of the deposit of VENDOR'S Solid Waste at COUNTY'S lined  
16 landfills (Per Subtitle D – which includes Lamb Canyon and Badlands Landfills  
17

18 Notwithstanding any of the foregoing terms and provisions, COUNTY'S CERCLA  
19 indemnification shall not extend to any such claims for actual damages (including but not limited  
20 to special and consequential damages), natural resources damages, punitive damages, injuries,  
21 costs, response remediation and removal costs, losses, demands, debts, liens, liabilities, causes of  
22 action, suits, legal or administrative proceedings, interest, fines, charges, penalties, expenses  
23 (including but not limited to attorneys' and expert witness fees and costs incurred in connection  
24 with defending against any of the foregoing or in enforcing this indemnity), of any kind  
25 whatsoever paid, to the extent that such claims are, or can be shown to have been, caused by the  
failure of VENDOR, its respective officers, employees, agents, assigns, volunteers, and any  
successor to VENDOR'S interest to properly operate the required hazardous waste load check



1  
2 program at the Transfer Stations as required by California law and COUNTY Ordinance and as  
3 set forth in this Agreement.  
4

5 The foregoing indemnity is intended to operate as an agreement pursuant to Section 107  
6 (e) of the Comprehensive Environmental Response, Compensation and Liability Act,  
7 (“CERCLA”), 42 U.S.C. Section 9607 (e) and California Health and Safety Code Section 25364,  
8 to insure, protect, hold harmless, and indemnify VENDOR from all liability (with the exception  
9 noted above). The CERCLA indemnity provided here is separate and in addition to the general  
10 indemnification described above.  
11

12 **SECTION 11. FORCE MAJEURE.**  
13

14 Neither VENDOR or COUNTY shall be in default under this Agreement in the event that  
15 the delivery of Solid Waste or the disposal of Solid Waste are temporarily interrupted or  
16 discontinued for any of the following reasons: riots, wars, sabotage, civil disturbances,  
17 insurrection, explosion, natural disasters such as floods, earthquakes, landslides, and fires,  
18 strikes, lockouts, and other labor disturbances or other catastrophic events which are beyond the  
19 reasonable control of VENDOR and COUNTY. Other catastrophic events do not include the  
20 financial inability of VENDOR or COUNTY to perform or failure of VENDOR or COUNTY to  
21 obtain any necessary permits or licenses from other governmental agencies or the right to use the  
22 facilities of any public utility where such failure is due solely to the acts or omissions of  
23 VENDOR or COUNTY.  
24  
25

1  
2 **SECTION 12.**            **DISPUTES.**

3  
4            The parties shall make a good faith effort to settle any dispute or claim arising under this  
5 Agreement. If the parties fail to resolve such disputes or claims, they shall submit them to  
6 nonbinding mediation in Riverside County, California. If mediation does not arrive at a  
7 satisfactory result, litigation may be pursued.

8  
9            Should any dispute arise between the parties concerning the terms, interpretation, effect  
10 or operation of this Agreement, and should such dispute result in litigation or mediation between  
11 parties, or any of them, the prevailing party in such litigation or mediation shall be entitled to  
12 recover from the unsuccessful party(ies) any and all attorneys' fees, disbursements and costs  
13 incurred by the prevailing party in such litigation or mediation

14            . In the event neither party prevails, but a compromise position is imposed, both parties  
15 shall bear their own legal expenses.

16  
17 **SECTION 13.**            **ASSIGNMENT:**

18  
19            Neither this Agreement or any part thereof shall be assigned by VENDOR without the  
20 prior written consent of COUNTY.

21 **SECTION 14.**            **LAW TO GOVERN.**

22  
23            The law of the State of California shall govern this Agreement.

24  
25 **SECTION 15.**            **NOTICES:**

          All notices, consents or other communications which are required or permitted by this  
Agreement to be served on or given to any party shall be in writing and shall be deemed served

1  
2 or given when personally delivered or, in lieu of personal delivery, on receipt, rejection or return  
3 undelivered, when deposited in the United States mail first-class, certified or registered, postage  
4 prepaid, return receipt requested or overnight mail delivery service, addressed to the applicable  
5 party at the address set forth below:

6 To COUNTY: Riverside County Waste Management Department  
7 14310 Frederick Street  
8 Moreno Valley, CA 92553

9 To VENDOR: Burrtec Waste Industries, Inc.  
10 9890 Cherry Ave.  
11 Fontana, CA 92335

12 or to such other address as either party may from time to time designate by notice to the other  
13 given in accordance with this Section.

14 **SECTION 16. PRE-EXISTING RIGHTS AND LIABILITIES**

15  
16 COUNTY and VENDOR agree that their respective rights and liabilities to each other  
17 outside of the parameters of this Agreement remain intact.

18  
19 **SECTION 17. WAIVER.**

20  
21 No waiver by either party of any one or more defaults or breaches by the other in the  
22 performance of this agreement shall operate or be construed as a waiver of any future defaults or  
23 breaches, whether of a like or different character.

24 **SECTION 18. BINDING UPON SUCCESSORS.**

25  
All agreements, covenants, conditions, and provisions of this Agreement shall be binding  
upon and inure to the benefit of the successors and assigns of each of the parties hereto.

1  
2  
3 **SECTION 19.**            **SEVERABILITY.**

4            If any non-material provision of this Agreement shall for any reason be held to be invalid  
5 or unenforceable, the invalidity or unenforceability of such provision shall not affect the validity  
6 and enforceability of any of the remaining provisions of this Agreement.  
7

8 **SECTION 20.**            **NON-DISCRIMINATION.**

9  
10            VENDOR shall not discriminate in its recruiting, hiring, promotion, demotion or  
11 termination practices on the basis of race, religious creed, color, national origin, ancestry,  
12 physical handicap, medical condition, marital status or sex in the performance of this contract  
13 and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of  
14 the California Fair Employment Practices Act (commencing with Section 1410 of the Labor  
15 Code), and the Federal Civil Rights Act of 1964 (P.L. 88-352).  
16

17 **SECTION 21.**            **ENTIRE AGREEMENT.**

18  
19            This Agreement embodies the entire agreement between COUNTY and VENDOR. Each  
20 represents that in entering this Agreement it does not rely on any previous oral or implied  
21 representations, inducement or understanding of any kind or nature. This Agreement may not be  
22 modified or amended, in whole or in part, except by a written amendment signed by authorized  
23 representatives of both parties.  
24  
25

1  
2 **SECTION 22. CONSTRUCTION OF AGREEMENT.**

3  
4 The parties hereto have negotiated this Agreement at arm's length and with advice of  
5 their respective attorneys, and no provision contained herein shall be construed against  
6 COUNTY solely because it prepared this Agreement in its executed forms.

7  
8 IN WITNESS WHEREOF, this Agreement has been executed and is effective on the date the  
9 Board of Supervisors takes action on it.

10  
11 RIVERSIDE COUNTY WASTE  
12 MANAGEMENT DEPARTMENT  
13 14310 Frederick Street  
14 Moreno Valley, CA 92335


Burrtec Waste Industries, Inc.  
9890 Cherry Ave.  
Fontana, CA 92335

15 Dated: \_\_\_\_\_

15 Dated: June 13, 2013

16 RECOMMENDED FOR APPROVAL

17 By: \_\_\_\_\_  
18 Hans Kernkamp  
19 General Manager-Chief Engineer

17 By:   
18 Tracy A. Sweeney  
19 Chief Operating Office/Vice President

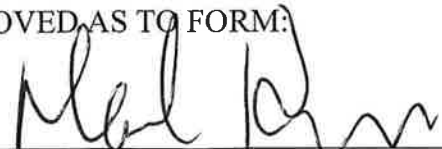
20 RIVERSIDE COUNTY

21 By: \_\_\_\_\_  
22 Chairman, Board of Supervisors

23 ATTESTED:

24 By: \_\_\_\_\_  
25 Kecia Harper-Ihem, Clerk

APPROVED AS TO FORM:

By:   
Neal Kipnis, Deputy County Counsel