

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

820



**FROM:** Waste Management Department

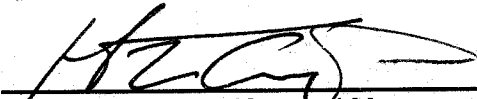
**SUBMITTAL DATE:**  
March 14, 2013

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

**RECOMMENDED MOTION:** That the Board authorize the Waste Management Department to:

1. Approve the attached Waste Delivery Agreement with Burrtec Waste Industries, for the disposal of waste from the East Valley Transfer Station in San Bernardino County; and
2. Authorize the Chairman to execute the Agreement on behalf of the Board.

**BACKGROUND:** Due to the economic downturn experienced in Riverside County, system-wide tonnage has been reduced 30% from the peak in FY 05/06. Since system revenues are derived almost entirely from tonnage tipping fees, a similar decline in revenue has occurred. In response, the Waste Management Department (Department) has reduced staff from 277 employees, the maximum fill rate (MFR) established by the Executive Office in 2008, to 185 employees today. Through prudent decision-making and careful planning, the Department has also creatively implemented additional programs and practices in an effort to maximize system efficiencies. (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**

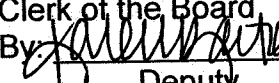
BY:   
**Alex Gann**

**County Executive Office Signature**

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Tavaglione, seconded by Supervisor Ashley and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as amended and that section 3H of the agreement read "up to 400 tons per day" and, IT WAS FURTHER ORDERED that staff return in 90 days with a long term proposal.

Ayes: Jeffries, Tavaglione, Stone, Benoit and Ashley  
 Nays: None  
 Absent: None  
 Date: March 26, 2013  
 xc: Waste, COB

Kecia Harper-Ihem  
 Clerk of the Board  
 By:   
 Deputy

**Prev. Agn. Ref.:**

**District:** 5/5

**Agenda Number:**

**12-1 C**

ATTACHMENTS FILED  
 WITH THE CLERK OF THE BOARD

FORM APPROVED COUNTY COUNSEL  
 BY: NEAL R. KIPNIS  
 DATE: 3/14/13  
 Departmental Concurrence

Dept Recomm.:  Policy  
 Per Exec. Ofc.:  Policy  
 Consent  
 Consent

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**AGREEMENT FOR DISPOSAL  
OF SOLID WASTE**

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

RECITALS

**WHEREAS,** VENDOR is obligated to provide for the collection and disposal of Solid Waste generated within the boundaries of the City of San Bernardino and to dispose of the Solid Waste in a manner consistent with the protection of public health and safety; and

**WHEREAS,** VENDOR desires to arrange for the disposal of all non-hazardous Solid Waste from the City of San Bernardino processed at the East Valley Transfer Station (Transfer Station) in a Class III sanitary landfill; and

**WHEREAS,** COUNTY owns and operates the Lamb Canyon Landfill (a Class III sanitary landfill) and is willing and able to take the City of San Bernardino's solid waste from the Transfer Station for disposal under the terms and conditions set forth herein;

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

**SECTION 1.            DEFINITIONS.**

A.    Applicable Law

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

5  
6           B.     Solid Waste

7  
8           Solid Waste to be delivered by VENDOR to COUNTY and acceptable to  
9 COUNTY, shall all be non-hazardous residential and commercial refuse, garbage and/or rubbish  
10 and Construction/Demolition Debris which COUNTY's Landfills may receive under its permits  
11 and standard operating policies and includes or excludes any other materials that COUNTY  
12 designates in writing from time to time upon at least ninety (90) days' prior written notice to  
13 VENDOR. As used in this Agreement, Solid Waste shall also include "Solid Waste Residue,"  
14 as that term is hereinafter defined. Notwithstanding the foregoing, Solid Waste shall not include  
15 the following:

16  
17           (1)     **Unpermitted landfill wastes**, including all materials at Lamb Canyon and  
18 Badlands, or other site(s) which the COUNTY designates for disposal, which are  
19 not allowed to be landfilled;

20  
21           (2)     **Asbestos**, including friable materials that can be crumbled with pressure  
22 and are therefore likely to emit fibers, being a naturally occurring family of  
23 carcinogenic fibrous mineral substances, which may be a Hazardous Waste,  
24 defined in item (6) below, if it contains more than one percent asbestos;

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

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

7  
8           **(5) Large dead animals;**

9  
10          **(6) Hazardous Wastes:**

11  
12           (a) “Hazardous Waste” pursuant to Section 40141 of the California  
13 Public Resources Code; regulated under Chapter 7.6 (commencing with  
14 Section 25800) of Division 20 of the California Health and Safety Code;  
15 all substances defined as hazardous waste, acutely hazardous waste, or  
16 extremely hazardous waste by Sections 25110,02, 25115, and 25117 of the  
17 California Health and Safety Code (the California Hazardous Waste  
18 Control Act), California Health and Safety Code Section 25100 et seq.,  
19 and future amendments to or recodification of such statutes or regulations  
20 promulgated thereunder, including 23 California Code of Regulations  
21 Sections 2521 and 2522; and

22  
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

1 Amendments of 1980), and related federal, State and local laws and  
2 regulations;

3  
4 (c) Materials regulated under the Toxic Substance Control Act, 15  
5 U.S.C. Section 2601 et seq., as amended, and related federal, State of  
6 California, and local laws and regulations, including the California Toxic  
7 Substances Account Act, California Health and Safety Code Section  
8 25300 et seq.;

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

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

18  
19 **(7) Industrial** solid or semi-solid wastes which are prohibited at the landfill  
20 or are inconsistent with the operation of the facility including cement kiln dust,  
21 and ore process residues.

22  
23 **(8) Infectious wastes** which have disease transmission potential and are  
24 classified as Hazardous Wastes by the State Department of Health Services,  
25 including pathological and surgical wastes, medical clinic wastes, wastes from  
biological laboratories, syringes, needles, blades, tubings, bottles, drugs, patient

1 care items, such as linen or personal or food service items from contaminated  
2 areas, chemicals, personal hygiene wastes, and carcasses used for medical  
3 purposes or with known infectious diseases;

4  
5 **(9) Liquid wastes** which are not spadeable, usually containing less than fifty  
6 percent solids, including cannery and food processing wastes, landfill leachate  
7 and gas condensate, boiler blowdown water, grease trap pumpings, oil and  
8 geothermal field wastes, septic tank pumpings, rendering plant byproducts,  
9 and sewage sludge, which liquid wastes may be Hazardous Wastes;

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

15  
16 **(11) Sewage sludge** comprised of human and industrial residue, excluding grit  
17 or screenings, removed from a waste water treatment facility or septic tank,  
18 whether in a dry or semidry form.

19  
20 **(12) Semi-solid waste** which contains less than 50 percent solids.

21  
22 **(13) White Goods** which refers to commercial and residential appliances such  
23 as washing machines, clothes dryers, water heaters, refrigerators, trash  
24 compactors, microwaves and stoves/ovens which commonly contain mercury,  
25 PCBs, Freon and oil.

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

5  
6 (15) **E-Waste** which refers to electronic products nearing the end of their  
7 “useful life.” Computers, televisions, VCRs, stereos, copiers, and fax machines  
8 are common electronic products. Many of these products can be reused,  
9 refurbished, or recycled.

10  
11 (16) **Universal Waste** means any of the following wastes that are conditionally  
12 exempt from classification as hazardous wastes pursuant to section 66261.9:

- 13 (a) Batteries as described in section 66273.2;  
14 (b) Thermostats as described in section 66273.4;  
15 (c) Lamps as described in section 66273.5;  
16 (d) Cathode ray tube materials as described in section 66273.6;

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

20  
21 C. Solid Waste Residue

22  
23 Solid Waste Residue means Solid Waste that remains after undergoing any processing,  
24 including the separation and removal of recyclables, at the Transfer Station and is then  
25 loaded into transfer trailers for delivery to landfills.

1 D. Construction/Demolition Debris

2  
3 Construction/Demolition debris means building materials together with packaging and  
4 rubble resulting from construction, remodeling, repair and demolition operations on  
5 pavements, houses, commercial buildings, and other structures. Construction refers to  
6 SIC (Standard Industrial Code) 152 through 1794, 1796 and 1799. Demolition refers to  
7 SIC Code 1795.  
8

9 **SECTION 2. COMPLIANCE WITH APPLICABLE LAW.**

10  
11 VENDOR shall perform all of its respective duties hereunder, and shall cause all of its  
12 employees, contractors and agents to perform all of their respective duties hereunder, in  
13 accordance with Applicable Law and permits.  
14

15 **SECTION 3. DELIVERY OF SOLID WASTE.**

16  
17 A. Designated COUNTY Landfills:

18  
19 COUNTY landfill(s) designated to receive solid waste from the Transfer Station  
20 shall be the Lamb Canyon Landfill ("Lamb Canyon") provided that COUNTY reserves the  
21 option to require VENDOR to deliver Solid Waste to the Badlands Landfill ("Badlands") (or  
22 such other landfill designated by COUNTY) if the daily capacity at Lamb Canyon is exceeded,  
23 is anticipated to be exceeded or in the event of short term unforeseen circumstances that prevent  
24 VENDOR from disposing Solid Waste at Lamb Canyon.  
25

B. Tonnage Notification:



1  
2           VENDOR will notify COUNTY as soon as possible on any day it appears that  
3 information about the day's tonnage being forwarded to the landfill would be helpful for the  
4 landfill site staff to know as they operate the facility (for example, an inordinate amount of one  
5 waste type, unusually high daily peak, etc.).

6  
7           C.     Size and Type of Delivery Equipment:

8  
9           The size of tractors and trailers used to transfer Solid Waste from the Transfer Station to  
10 COUNTY landfills will be appropriate to properly fulfill the task. The size will also conform to  
11 all standards of the California Highway Patrol.

12  
13           (1)    Transfer trailers used to deliver solid waste to COUNTY landfills will be  
14 limited to models with "walking floors" or if an unloading lift is available at the  
15 landfill, to those vehicles which can be serviced by the landfill operator.

16  
17           D.     Hazardous Waste Load Check Program:

18  
19           VENDOR shall operate a hazardous waste load check program at the Transfer Station as  
20 required by California law and by County of Riverside Ordinance 779.

21  
22           VENDOR agrees that Waste Management Department personnel may inspect facilities  
23 owned by VENDOR no more than once every three months and that these inspections will  
24 include a review of the facility's load check activities, access to load check documents including  
25 load check reports, training records, and load check waste manifests. These inspections may  
include up to three days each of performing actual load checks at the facility using COUNTY

1 Hazardous Waste Inspectors in an effort to judge the effectiveness of the facility's hazardous  
2 waste exclusion efforts. These additional inspection efforts will be performed by COUNTY at  
3 no additional cost to VENDOR.

4  
5 E. Rejection of Solid Waste; Rights of Refusal

6  
7 COUNTY shall reject receipt of any material that does not meet the definition of Solid  
8 Waste included herein. VENDOR shall remove any material that is unloaded at COUNTY'S  
9 landfills by VENDOR and does not meet the definition of Solid Waste included herein within 24  
10 hours and dispose of it in a safe and lawful manner at VENDOR'S sole expense.

11  
12 F. Tonnage Tracking Compatible with COUNTY's Current System:

13  
14 VENDOR shall operate a tonnage tracking system that will determine on a daily basis the  
15 amount and origin of generation for the entire waste stream delivered to COUNTY landfills. The  
16 tonnage tracking system shall be fully compatible with the COUNTY'S current system.  
17 VENDOR shall provide COUNTY with monthly reports broken down by the origin of  
18 generation for the waste stream (including source separated and other diverted recyclables  
19 reported separately) delivered to the Transfer Station and all disposal sites within thirty (30) days  
20 of the end of the calendar month. The format of said reports shall be approved by the COUNTY.

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

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

1  
2 COUNTY shall have the right to obtain copies of VENDOR'S weight tickets on ten (10)  
3 sequential transfer loads once a month upon request.  
4

5 G. Unloading Safety:  
6

7 VENDOR shall unload its transfer vehicles at the landfill in a safe and orderly manner. It  
8 will observe all of the operational rules of the landfills and take direction in regard to site  
9 management from landfill staff while on the premises. COUNTY will provide a safe and  
10 accessible unloading area at the landfill.  
11

12 H. Out-of-County Solid Waste:  
13

14 VENDOR may dispose of up to an average of 400 tons per day of out-of-county waste  
15 from the East Valley transfer station to Lamb Canyon. Calculation of average tons per day of  
16 out-of-county Waste shall be performed by COUNTY on a calendar month basis. All deliveries  
17 of import residual to COUNTY disposal sites will be evaluated in regards to the resultant impact  
18 on the appropriate facility operating permit and any other COUNTY policies or agreements.  
19 COUNTY retains the right to terminate this right to dispose out-of-county waste at COUNTY  
20 disposal sites upon giving thirty (30) days written notice to VENDOR.  
21

22 In the event VENDOR desires to dispose of more than an average of 400 tons per day of  
23 out-of-county Waste from the transfer station in COUNTY disposal sites, VENDOR shall notify  
24 COUNTY in writing sixty (60) days in advance stating the source, amount and nature of the  
25 waste it wishes to dispose. The COUNTY'S Board will then determine the policy issue of  
whether or not to allow the additional import residual to be delivered and to which COUNTY

1 disposal site. All potential deliveries of import residual to COUNTY disposal sites will be  
2 evaluated in regards to the resultant impact on the appropriate facility operating permit and any  
3 other COUNTY policies or agreements. COUNTY retains the right to reject the receipt of  
4 residual quantities of all such additional out-of-county waste.

5  
6 I. Source Separated Recyclables:

7  
8 Source separated recyclables and substantially green and/or wood waste loads shall not  
9 be delivered by VENDOR to the landfill without prior written approval from COUNTY.

10  
11 **SECTION 4. ACCEPTANCE OF SOLID WASTE.**

12  
13 A. COUNTY anticipates that during the term of this agreement, as hereinafter  
14 defined, it will have sufficient disposal capacity at Lamb Canyon to enable it to accept all of the  
15 Solid Waste delivered to the landfill facilities from the Transfer Station. Notwithstanding the  
16 foregoing, COUNTY shall have no obligation to accept or dispose of the Solid Waste from the  
17 Transfer Station at Lamb Canyon or the optional site listed in Section 3 above (Badlands) if:

- 18  
19 (1) Lamb Canyon and the optional site are closed due to weather or other  
20 operational or regulatory concerns, or because of the exhaustion or anticipated  
21 exhaustion of the permitted disposal capacity of Lamb Canyon and Badlands;  
22 COUNTY may direct VENDOR to the landfill not impacted by the closure and/or  
23 if available, may designate a new COUNTY Class III sanitary landfill for use by  
24 VENDOR.  
25

1 (2) If Lamb Canyon and the optional landfill, are closed concurrently for a  
2 period of twenty-four (24) or more continuous hours, VENDOR may utilize a  
3 non-COUNTY facility of VENDOR'S choice during this period of no access.  
4

5 **SECTION 5. LANDFILL HOURS.**  
6

7 A. Landfill hours will be established within the parameters of the landfill facility  
8 operating permit.  
9

10 (1) Lamb Canyon will be open between 6:00 a.m. and 4:30 p.m. Monday  
11 through Saturday to receive Solid Waste from the Transfer Station. Due to  
12 darkness, deliveries to Lamb Canyon Landfill between November 15 and January  
13 15 shall be completed by 4:00 p.m. Longer operating hours each day are possible  
14 at Lamb Canyon, but not guaranteed. COUNTY will notify VENDOR when (and  
15 if) Lamb Canyon will be opened for longer hours each day. It will be closed on  
16 legal Holidays (New Years Day, Memorial Day, Independence Day, Labor Day,  
17 Thanksgiving and Christmas).  
18

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

1           B. COUNTY will provide VENDOR with reasonable notice any time landfill  
2 operating hours are planned to change.

3  
4           C. VENDOR agrees it has examined access routes to COUNTY landfills and shall  
5 make no claims as to deficiencies thereof.

6  
7 **SECTION 6.           TERM.**

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

13  
14 **SECTION 7.           DISPOSAL FEE, BILLING, and SECURITY.**

15  
16           A. Disposal Fee:

17  
18           VENDOR shall be charged a per ton disposal fee (\$26.92) on the Effective Date of this  
19 Agreement for solid waste that is transported to the landfill in a transfer vehicle with walking  
20 floors (typical minimum 20+ tons per pay load) or "possum belly" trucks (typically 23+ tons per  
21 pay load). The disposal fee shall be adjusted annually according to the provisions of SECTION  
22 8 and maybe revised by COUNTY in the event of a change in law or regulations after the  
23 Effective Date of this Agreement affecting COUNTY'S landfill costs.

24  
25           B. Billing:

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

5  
6 C. Security:

7  
8 Security deposits (i.e. bonding, late fees, etc.) will be in accordance with current practice  
9 established by the Riverside County Waste Management Department.  
10

11 **SECTION 8. DISPOSAL FEE ADJUSTMENT.**

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

18  
19 A. Said computation shall be equal to the change in the Consumer Price Index for  
20 all Urban Consumers (CPI-U) for the Los Angeles/Anaheim/Riverside Metropolitan Area,  
21 (1982-84 = 100), as published by the United States Department of Labor, Bureau of Labor  
22 Statistics. Said change shall be measured for the twelve (12) month period January through  
23 December. The first increase may be effective July 1, 2013, based upon changes in the  
24 Consumer Price Index formula for the period January, 2012 through December, 2012.  
25

1 **SECTION 9.**            **INSURANCE.**

2  
3            **VENDOR shall obtain, and keep in force for the term of this Agreement the following**  
4 **insurance policies which cover any acts or omissions of VENDOR, its employees, contractors,**  
5 **and agents engaged in the provision of service specified in the Agreement:**

6  
7            **A.     Worker’s Compensation coverage in accordance with the statutory requirements**  
8 **of the State of California.**

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

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

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

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



1  
2 (2) "This insurance shall act for each insured, as though a separate policy had  
3 been written for each. This, however, shall not act to increase the limit of liability  
4 of the insuring company."

5  
6 (3) VENDOR shall cause its insurance carrier(s) to furnish COUNTY and  
7 District by direct mail with certificate(s) of insurance showing that such insurance  
8 is in full force and effect, and the County of Riverside, its Agencies, Districts,  
9 Special Districts, and Departments, their respective directors, officers, Board of  
10 Supervisors, employees, elected or appointed officials, agents or representatives  
11 are named as additional insureds with respect to this Agreement and the  
12 obligations of VENDOR hereunder. Further, said certificate(s) shall contain the  
13 covenant of the insurance carrier(s) that thirty (30) days written notice shall be  
14 given to COUNTY and District prior to modification, cancellation or reduction in  
15 coverage of such insurance. In the event notice has been provided to COUNTY  
16 and District of any such modification, cancellation or reduction in coverage and  
17 on the effective date thereof, COUNTY and District shall have the right to  
18 terminate this Agreement, unless County and District receive prior to such  
19 effective date another certificate from an insurance carrier that the insurance  
20 required herein is in full force and effect.

21  
22 The limits of such insurance coverage, and companies, shall be subject to review and  
23 approval by the Riverside County Board of Supervisors every year and may be modified at that  
24 time at the Board of Supervisors' sole discretion and a demonstration of reasonable need. The  
25 County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective

1 directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or  
2 representatives shall be named as additional insureds on all policies and endorsements.

3  
4 **SECTION. 10**                      **INDEMNIFICATION**

5  
6            A.     General Indemnification of County

7  
8     VENDOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts,  
9     Special Districts and Departments, their respective directors, officers, Board of Supervisors,  
10    elected and appointed officials, employees, agents and representatives from any liability, claim,  
11    damage or action whatsoever, based or asserted upon any act or omission of VENDOR, its  
12    officers, employees, subcontractors, agents or representatives arising out of or in any way  
13    relating to this Agreement, including but not limited to property damage, bodily injury, or death.  
14    VENDOR shall defend, at its sole cost and expense, including but not limited to attorney fees,  
15    cost of investigation, defense and settlements or awards, the County of Riverside, its Agencies,  
16    Districts, Special Districts and Departments, their respective directors, officers, Board of  
17    Supervisors, elected and appointed officials, employees, agents and representatives in any such  
18    action or claim. With respect to any action or claim subject to indemnification herein by  
19    VENDOR, VENDOR shall, at its sole cost, have the right to use counsel of its own choice and  
20    shall have the right to adjust, settle, or compromise any such action or claim without the prior  
21    consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in  
22    no manner whatsoever limits or circumscribes VENDOR's indemnification of COUNTY.  
23    VENDOR's obligations hereunder shall be satisfied when VENDOR has provided to COUNTY  
24    the appropriate form of dismissal (or similar document) relieving the COUNTY from any  
25    liability for the action or claim involved. The specified insurance limits required in this

1 Agreement shall in no way limit or circumscribe VENDOR's obligations to indemnify and hold  
2 harmless the COUNTY.

3  
4 B. General Indemnification of Vendor

5  
6 COUNTY shall indemnify and hold harmless the VENDOR, its respective directors, officers,  
7 employees, agents and representatives from any liability, claim, damage or action whatsoever,  
8 based or asserted upon any act or omission of COUNTY arising out of or in any way relating to  
9 this Agreement, including but not limited to property damage, bodily injury, or death. COUNTY  
10 shall defend, at its sole cost and expense, including but not limited to attorney fees, cost of  
11 investigation, defense and settlements or awards, the VENDOR, its respective directors, officers,  
12 employees, agents and representatives in any such action or claim. With respect to any action or  
13 claim subject to indemnification herein by COUNTY, COUNTY shall, at its sole cost, have the  
14 right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any  
15 such action or claim without the prior consent of VENDOR; provided, however, that any such  
16 adjustment, settlement or compromise in no manner whatsoever limits or circumscribes  
17 COUNTY's indemnification of VENDOR. COUNTY's obligations hereunder shall be satisfied  
18 when COUNTY has provided to VENDOR the appropriate form of dismissal (or similar  
19 document) relieving the VENDOR from any liability for the action or claim involved.

20  
21 C. CERCLA Indemnification

22  
23 COUNTY shall indemnify, defend with counsel approved by VENDOR and hold  
24 harmless VENDOR, its respective officers, employees, agents, assigns, volunteers and any  
25 successor to VENDOR'S interest, from and against all third party claims, actual damages  
(including but not limited to special and consequential damages), natural resources damages,

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

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

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

7  
8 **SECTION 11. FORCE MAJEURE.**

9  
10 Neither VENDOR or COUNTY shall be in default under this Agreement in the event that  
11 the delivery of Solid Waste or the disposal of Solid Waste are temporarily interrupted or  
12 discontinued for any of the following reasons: riots, wars, sabotage, civil disturbances,  
13 insurrection, explosion, natural disasters such as floods, earthquakes, landslides, and fires,  
14 strikes, lockouts, and other labor disturbances or other catastrophic events which are beyond the  
15 reasonable control of VENDOR and COUNTY. Other catastrophic events do not include the  
16 financial inability of VENDOR or COUNTY to perform or failure of VENDOR or COUNTY to  
17 obtain any necessary permits or licenses from other governmental agencies or the right to use the  
18 facilities of any public utility where such failure is due solely to the acts or omissions of  
19 VENDOR or COUNTY.

20  
21 **SECTION 12. DISPUTES.**

22  
23 The parties shall make a good faith effort to settle any dispute or claim arising under this  
24 Agreement. If the parties fail to resolve such disputes or claims, they shall submit them to  
25 nonbinding mediation in Riverside County, California. If mediation does not arrive at a  
satisfactory result, litigation may be pursued.

1  
2           Should any dispute arise between the parties concerning the terms, interpretation, effect  
3 or operation of this Agreement, and should such dispute result in litigation or mediation between  
4 parties, or any of them, the prevailing party in such litigation or mediation shall be entitled to  
5 recover from the unsuccessful party(ies) any and all attorneys' fees, disbursements and costs  
6 incurred by the prevailing party in such litigation or mediation

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

9  
10 **SECTION 13.**           **ASSIGNMENT:**

11  
12           Neither this Agreement or any part thereof shall be assigned by VENDOR without the  
13 prior written consent of COUNTY.

14  
15 **SECTION 14.**           **LAW TO GOVERN.**

16  
17           The law of the State of California shall govern this Agreement.

18  
19 **SECTION 15.**           **NOTICES:**

20           All notices, consents or other communications which are required or permitted by this  
21 Agreement to be served on or given to any party shall be in writing and shall be deemed served  
22 or given when personally delivered or, in lieu of personal delivery, on receipt, rejection or return  
23 undelivered, when deposited in the United States mail first-class, certified or registered, postage  
24 prepaid, return receipt requested or overnight mail delivery service, addressed to the applicable  
25 party at the address set forth below:

1 To COUNTY: Riverside County Waste Management Department  
2 14310 Frederick Street  
3 Moreno Valley, Ca 92553

4 To VENDOR: Burrtec Waste Industries, Inc.  
5 9890 Cherry Ave.  
6 Fontana, CA 92335

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

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

10  
11 COUNTY and VENDOR agree that their respective rights and liabilities to each other  
12 outside of the parameters of this Agreement remain intact.

13  
14 **SECTION 17. WAIVER.**

15  
16 No waiver by either party of any one or more defaults or breaches by the other in the  
17 performance of this agreement shall operate or be construed as a waiver of any future defaults or  
18 breaches, whether of a like or different character.

19 **SECTION 18. BINDING UPON SUCCESSORS.**

20  
21 All agreements, covenants, conditions, and provisions of this Agreement shall be binding  
22 upon and inure to the benefit of the successors and assigns of each of the parties hereto.

23  
24 **SECTION 19. SEVERABILITY.**

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

5 **SECTION 20. NON-DISCRIMINATION.**  
6

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

14 **SECTION 21. ENTIRE AGREEMENT.**  
15

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

22 **SECTION 22. CONSTRUCTION OF AGREEMENT.**  
23

24 The parties hereto have negotiated this Agreement at arms length and with advice of their  
25 respective attorneys, and no provision contained herein shall be construed against COUNTY  
solely because it prepared this Agreement in its executed forms.



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

RIVERSIDE COUNTY WASTE  
MANAGEMENT DEPARTMENT  
14310 Frederick Street  
Moreno Valley, CA 92335

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

Dated: 3/18/13

Dated: 3-14-13

RECOMMENDED FOR APPROVAL

By: [Signature]  
Hans Kernkamp  
General Manager-Chief Engineer

By: [Signature]  
Responsible Officer  
Title: Vice President

RIVERSIDE COUNTY WASTE  
MANAGEMENT DEPARTMENT

RIVERSIDE COUNTY

By: [Signature]  
Chairman, Board of Supervisors

**JOHN J. BENOIT**

ATTESTED:

By: [Signature]  
Kecia Harper-Ihem, Clerk

APPROVED AS TO FORM:

By: [Signature]  
Neal Kipnis, Deputy County Counsel

03.20.13 12-1C