

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



**ITEM: 12.2
(ID # 14973)**

MEETING DATE:
Tuesday, June 15, 2021

FROM: DEPARTMENT OF WASTE RESOURCES:

SUBJECT: DEPARTMENT OF WASTE RESOURCES: Approval of the Third Amended and Restated Importation Agreement for Disposal of Solid Waste with Burrtec Waste Industries, Inc.; District 5. [\$0 - Department of Waste Resources Enterprise Funds] (CEQA Exempt)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the Project is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15061(b)(3) (General Rules for Exemption), Section 15273 (Rates, Tolls, Fares, and Charges), and Section 15301 Class 1 (Existing Facilities);
2. Approve the attached Third Amended and Restated Importation Agreement for Disposal of Solid Waste (Agreement) with Burrtec Waste Industries, Inc. (Burrtec), which extends the deliveries of waste;
3. Authorize the Chair to execute the Agreement on behalf of the County; and
4. Direct the Department of Waste Resources (Department) to file the Notice of Exemption (NOE) with the County Clerk within 5 business days of approval of the Project.

ACTION: Policy

Hans Keenkamp, General Manager - Chief Engineer 6/1/2021

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Washington, seconded by Supervisor Jeffries and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez, and Hewitt
Nays: None
Absent: None
Date: June 15, 2021
xc: Waste Resources

Kecia R. Harper
Clerk of the Board

By:
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Waste Resources Enterprise Fund			Budget Adjustment: No	
			For Fiscal Year: 21/22 – 25/26	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On November 26, 2013, in Minute Order 12.3, the Board approved a second amended and restated importation agreement for disposal of solid waste with Burrtec to import up to 225,000 tons per year of municipal solid waste (MSW) from San Bernardino. That agreement is set to expire on June 19, 2021. Both Burrtec and the Department wish to extend the Agreement for an additional 5 years, until June 30, 2026, at a reduced annual tonnage amount up to 150,000 tons.

The extension of this long-term delivery agreement will continue to provide revenue sharing with the general fund, which is approximately \$1.9M annually.

Staff recommends approval of the Third Amended and Restated Importation Agreement for Disposal of Solid Waste. County Counsel has reviewed the Agreement and has approved it as to form.

Prev. Agn. Ref.: M.O. 12.3 of 11/26/13

CEQA Findings

The Project is exempt from CEQA pursuant to the State CEQA Guidelines Section 15061(b)(3) (General Rule for Exemption), statutorily exempt from CEQA pursuant to Section 15273 (Rates, Tolls, Fares, and Charges), and categorically exempt from CEQA pursuant to Section 15301 (Existing Facilities).

The Project contemplated in this staff report simply involves extending the term and adjusting the disposal rate and tonnage requirements for an existing agreement. The Project involves no expansion of approved uses and would not have a direct, indirect, or cumulatively significant effect on the environment. A NOE to this effect will be filed by the Department with the County Clerk upon Project approval.

Impact on Residents and Businesses

There will be no impacts to residents or businesses as the Project simply extends an existing agreement that allows for the continued import of MSW to existing, permitted regional facilities.

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The regional facilities have sufficient permitted capacity to provide waste disposal service for in-County residents.

SUPPLEMENTAL:

Additional Fiscal Information

There is no cost to the County for this Agreement.

Contract History and Price Reasonableness

There is no cost to the County.

ATTACHMENTS:

- ATTACHMENT A. Third Amended and Restated Importation Agreement
- ATTACHMENT B. CEQA NOE 21-03

	_____ Jason Farin, Principal Management Analyst	6/8/2021		_____ Gregory L. Priamos, Director County Counsel	6/8/2021
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1 **THIRD AMENDED AND RESTATED IMPORTATION AGREEMENT FOR DISPOSAL**
2 **OF SOLID WASTE**

3
4 RIVERSIDE COUNTY, a political subdivision of the State of California, hereinafter
5 referred to as "COUNTY" and Burrtec Waste Industries, Inc., a California corporation, on behalf
6 of itself, its subsidiaries, affiliates, partners, contractors and subcontractors, collectively
7 hereinafter referred to as "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 imported non-hazardous
15 Solid Waste; and

16
17 **WHEREAS**, COUNTY owns and operates the Lamb Canyon Landfill and Badlands
18 Landfill (Class III sanitary landfills) and is willing and able to accept imported Solid Waste from
19 VENDOR for disposal under the terms and conditions set forth herein;

20
21 **WHEREAS**, COUNTY and VENDOR entered into that certain Agreement for Disposal
22 of Solid Waste ("Original Agreement") to deliver imported Solid Waste from the East Valley
23 Transfer Station on March 26, 2013 in Minute Order 12-1 for 400 tons per day;

24
25 **WHEREAS**, COUNTY and VENDOR amended and restated the Original Agreement
and entered into that certain Amended and Restated Agreement for Disposal of Solid Waste

1 (“Amended and Restated Agreement”) on June 25, 2013 in Minute Order 12-1 to increase the
2 tonnage and add the West Valley Transfer Station;

3
4 **WHEREAS**, COUNTY and VENDOR amended and restated the Amended and Restated
5 Agreement in that certain Second Amended and Restated Importation Agreement for Disposal of
6 Solid Waste on November 26, 2013 in Minute Order 12-3 (“Second Amended and Restated
7 Agreement”) to enter into a long-term arrangement for the import of Solid Waste;

8
9 **WHEREAS**, COUNTY and VENDOR wish to now extend this arrangement for the
10 import of Solid Waste, supersede the Second Amended and Restated Agreement and enter into
11 this Third Amended and Restated Importation Agreement for Disposal of Solid Waste
12 (“Agreement”);

13
14 **NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

15
16 **SECTION 1. DEFINITIONS.**

17
18 A. Applicable Law

19
20 Applicable law means all statutes, rules, regulations, permits, orders, or
21 requirements of the United States, State, County and local government authorities and agencies
22 having applicable jurisdiction that apply to or govern the duties or actions of VENDOR related
23 to this Agreement.

24
25 B. Solid Waste

1 Solid Waste to be delivered by VENDOR to COUNTY and acceptable to
2 COUNTY, shall all be non-hazardous residential and commercial refuse, garbage and/or rubbish
3 and Construction/Demolition Debris which was first collected for disposal or generated outside
4 the geographic boundaries of Riverside County, which COUNTY's Landfills may receive under
5 its permits and standard operating policies and includes or excludes any other materials that
6 COUNTY designates in writing from time to time upon at least ninety (90) days' prior written
7 notice to VENDOR. As used in this Agreement, Solid Waste shall also include "Solid Waste
8 Residue," as that term is hereinafter defined. Notwithstanding the foregoing, Solid Waste shall
9 not include the following:

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

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

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

20 (4) **Auto shredder "fluff"** consisting of upholstery, paint, plastics, and other
21 non-metallic substances which remains after the shredding of automobiles;

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

23 (6) **Hazardous Wastes**:

24 (a) "Hazardous Waste" pursuant to Section 40141 of the California
25 Public Resources Code; regulated under Chapter 7.6 (commencing with
Section 25800) of Division 20 of the California Health and Safety Code;

1 all substances defined as hazardous waste, acutely hazardous waste, or
2 extremely hazardous waste by Sections 25110,02, 25115, and 25117 of the
3 California Health and Safety Code (the California Hazardous Waste
4 Control Act), California Health and Safety Code Section 25100 et seq.,
5 and future amendments to or recodification of such statutes or regulations
6 promulgated thereunder, including 23 California Code of Regulations
7 Sections 2521 and 2522; and

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

13 (c) Materials regulated under the Toxic Substance Control Act, 15
14 U.S.C. Section 2601 et seq., as amended, and related federal, State of
15 California, and local laws and regulations, including the California Toxic
16 Substances Account Act, California Health and Safety Code Section
17 25300 et seq.;

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

21 (e) Materials regulated under any future additional or substitute
22 federal, State or local laws and regulations pertaining to the identification,
23 transportation, treatment, storage or disposal of toxic substances or
24 hazardous wastes.
25

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

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

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

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

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

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

24 (13) **White Goods** which refers to commercial and residential appliances such
25 as washing machines, clothes dryers, water heaters, refrigerators, trash

1 compactors, microwaves and stoves/ovens which commonly contain mercury,
2 PCBs, Freon and oil.

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

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

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, and is then loaded into transfer
25 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 E. Imported Solid Waste

10
11 Imported Solid Waste means Solid Waste that is generated outside of the geographical
12 boundaries of the COUNTY. COUNTY and VENDOR agree that Imported Solid Waste
13 contemplated herein shall not be processed, consolidated, or delivered to COUNTY's
14 landfills from the Agua Mansa Transfer Station in the City of Jurupa Valley.

15
16 **SECTION 2. COMPLIANCE WITH APPLICABLE LAW.**

17
18 VENDOR shall perform all of its respective duties hereunder, and shall cause all of its
19 employees, contractors and agents to perform all of their respective duties hereunder, in
20 accordance with Applicable Law and permits.

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

2
3 A. **Designated COUNTY Landfills:**

4
5 COUNTY landfill(s) designated to receive Imported Solid Waste shall be the
6 Lamb Canyon Landfill ("Lamb Canyon") or Badlands Landfill ("Badlands") provided that
7 COUNTY reserves the option to require VENDOR to deliver Imported Solid Waste to such other
8 landfill designated by COUNTY if the daily capacity at Lamb Canyon or Badlands is exceeded,
9 is anticipated to be exceeded or in the event of short term unforeseen circumstances that prevent
10 VENDOR from disposing Solid Waste at Lamb Canyon or Badlands.

11
12 B. **Tonnage Notification:**

13
14 VENDOR shall notify COUNTY as soon as possible on any day it appears that
15 information about the day's tonnage being forwarded to the landfill would be helpful for the
16 landfill site staff to know as they operate the facility (for example, an inordinate amount of one
17 waste type, 48 hours in advance of any unusually high daily peaks, etc.).

18
19 C. **Size and Type of Delivery Equipment:**

20
21 The size of tractors and trailers used to transfer Imported Solid Waste to COUNTY
22 landfills will be appropriate to properly fulfill the task. The size will also conform to all
23 standards of the California Highway Patrol.

24
25 (1) Transfer trailers used to deliver Imported Solid Waste to COUNTY
landfills will be limited to models with "walking floors" or if an unloading lift is

1 available at the landfill, to those vehicles which can be serviced by the landfill
2 operator.

3
4 D. Hazardous Waste Load Check Program:

5
6 VENDOR shall ensure that an active hazardous waste load check program is operating at
7 the facilities from which Imported Solid Waste is delivered, as required by California law and by
8 County of Riverside Ordinance 779.

9
10 VENDOR agrees that COUNTY personnel may inspect facilities owned or contracted by
11 VENDOR no more than once every three months and that these inspections will include a review
12 of the facility's load check activities, access to load check documents including load check
13 reports, training records, and load check waste manifests. These inspections may include up to
14 three (3) days each of performing actual load checks at the facility using COUNTY Hazardous
15 Waste Inspectors in an effort to judge the effectiveness of the facility's hazardous waste
16 exclusion efforts. These additional inspection efforts will be performed by COUNTY at no
17 additional cost to VENDOR.

18
19 E. Rejection of Solid Waste: Rights of Refusal

20
21 COUNTY shall reject receipt of any material that does not meet the definition of Solid
22 Waste included herein. VENDOR shall remove any material that is unloaded at COUNTY'S
23 landfills by VENDOR and does not meet the definition of Solid Waste included herein within 24
24 hours and dispose of it in a safe and lawful manner at VENDOR'S sole expense.

1 F. DISPOSAL TONNAGE TRACKING:

2
3 VENDOR shall operate a tonnage tracking system that shall determine on a daily basis
4 the amount and origin of generation for the entire waste stream, exclusive of source separated
5 recyclables, delivered to COUNTY landfills. The tonnage tracking system shall be fully
6 compatible with the COUNTY'S current system. VENDOR shall provide COUNTY with
7 monthly reports broken down by the jurisdiction of origin for the entire waste stream (including
8 source separated and other diverted recyclables reported separately) delivered to the facilities
9 delivering Imported Solid Waste and all disposal sites within thirty (30) days of the end of the
10 calendar month. The format of said reports shall be approved by the COUNTY.
11

12 VENDOR shall provide COUNTY with information on the users of the Facility (i.e.
13 names, number of visits, dates of visits, tonnage, etc.) whenever requested by COUNTY.
14

15 VENDOR shall notify COUNTY of any discrepancies of more than 5% between tonnage
16 weights reported by VENDOR and by COUNTY when the discrepancy becomes apparent to
17 VENDOR. Both parties agree to have their scales recertified within five (5) working days of
18 said notice. COUNTY will continue using weights as reported by its certified scales.
19

20 COUNTY shall have the right to obtain copies of VENDOR'S weight tickets on ten (10)
21 sequential transfer loads once a month upon request.
22

23 G. Unloading Safety:

24
25 VENDOR and/or its subcontractor shall unload its transfer vehicles at the landfill in a
safe and orderly manner. It shall observe all of the operational rules of the landfills and take

1 direction in regard to site management from landfill staff while on the premises. COUNTY will
2 provide a safe and accessible unloading area at the landfill.

3
4 H. Solid Waste:

5
6 VENDOR agrees to deliver, or cause to be delivered, a minimum of 125,000 tons of
7 Imported Solid Waste annually to Lamb Canyon or Badlands, as directed by COUNTY, up to a
8 maximum of 150,000 tons annually. All deliveries of Imported Solid Waste to COUNTY
9 disposal sites shall be evaluated in regards to the resultant impact on the appropriate facility
10 operating permit and any other COUNTY policies or agreements. VENDOR warrants that it has
11 the right, power, and authority to deliver Imported Solid Waste to COUNTY designated landfills
12 through contracts, permits, licenses or other arrangements, and affirms it will deliver the agreed
13 tonnage of waste for the term of the Agreement.

14
15 I. Source Separated Recyclables:

16
17 Source separated recyclables and substantially green and/or wood waste loads shall not
18 be delivered by VENDOR to the landfill without prior written approval from COUNTY.

19
20 **SECTION 4. ACCEPTANCE OF SOLID WASTE.**

21
22 A. COUNTY anticipates that during the term of this Agreement, as hereinafter
23 defined, it will have sufficient disposal capacity at Lamb Canyon or Badlands to enable it to
24 accept all of the Solid Waste delivered to the landfill facilities under this Agreement.
25 Notwithstanding the foregoing, COUNTY shall have no obligation to accept or dispose of the

1 Solid Waste at Lamb Canyon, Badlands or an optional site as designated pursuant to Section 3
2 above if:

3
4 (1) Lamb Canyon, Badlands and the optional site are closed due to weather or
5 other operational or regulatory concerns, or because of the exhaustion or
6 anticipated exhaustion of the permitted disposal capacity of Lamb Canyon and
7 Badlands; COUNTY may direct VENDOR to the landfill not impacted by the
8 closure and/or if available, may designate a new COUNTY Class III sanitary
9 landfill for use by VENDOR.

10
11 (2) Lamb Canyon, Badlands and the optional landfill, are closed concurrently
12 for a period of twenty-four (24) or more continuous hours, VENDOR may utilize
13 a non-COUNTY facility of VENDOR'S choice during this period of no access.

14
15 B. COUNTY shall not voluntarily close both the Badlands landfill and Lamb
16 Canyon landfill permanently during the term of this Agreement for any reason, with the
17 following exceptions: (i) as required by state or federal law, (ii) exhaustion of permitted disposal
18 capacity, or (iii) force majeure.

19
20 **SECTION 5.** **LANDFILL HOURS.**

21
22 A. Landfill hours will be established within the parameters of the landfill facility
23 operating permit.

24
25 (1) Lamb Canyon will be open between 6:00 a.m. and 4:30 p.m. Monday
through Saturday to receive Imported Solid Waste. Due to darkness, deliveries to

1 Lamb Canyon Landfill between November 15 and January 15 shall be completed
2 by 4:00 p.m. Longer operating hours each day are possible at Lamb Canyon, but
3 not guaranteed. COUNTY will notify VENDOR when (and if) Lamb Canyon
4 will be opened for longer hours each day. It will be closed on legal Holidays
5 (New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving
6 and Christmas).

7
8 (2) Badlands will be open between 5:00 a.m. and 4:30 p.m. Monday through
9 Friday and Saturday from 6:00 a.m. to 4:30 p.m. to receive Imported Solid Waste.
10 Due to darkness, deliveries to Badlands Landfill between November 15 and
11 January 15 shall be completed by 4:00 p.m. It will be closed on legal Holidays
12 (New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving
13 and Christmas).

14
15 B. COUNTY will provide VENDOR with reasonable notice any time landfill
16 operating hours are planned to change.

17
18 C. VENDOR agrees it has examined access routes to COUNTY landfills and shall
19 make no claims as to deficiencies thereof.

20
21 **SECTION 6. TERM.**

22
23 The term of this Agreement shall commence on June 19, 2021 (“the Effective Date”) and
24 shall end on June 30, 2026, unless extended by mutual agreement of COUNTY and VENDOR.

25
SECTION 7. DISPOSAL FEE, BILLING, and SECURITY.

1
2 A. Disposal Fee:
3

4 VENDOR shall be charged a per ton disposal fee (\$32.99) on the Effective Date of this
5 Agreement for solid waste that is transported to the landfill in a transfer vehicle with walking
6 floors (typical minimum 20+ tons per pay load) or “possum belly” trucks (typically 23+ tons per
7 pay load). The disposal fee shall be adjusted annually according to the provisions of SECTION
8 8, with an additional increase as noted below to address County-wide disposal system cost
9 increases resulting from, but not limited to, changes in law, changes in regulatory requirements,
10 future County owned landfill expansions, closed landfill monitoring and maintenance, and
11 county-wide community programs.

- 12 • July 1, 2021 - \$1.00 per ton
 - 13 • July 1, 2022 - \$1.00 per ton
 - 14 • July 1, 2023 - \$1.00 per ton
- 15

16 The Disposal Fee may be revised by COUNTY in the event of a change in law or
17 regulations after the Effective Date of this Agreement affecting COUNTY’S landfill costs. At
18 least thirty (30) days before any increase in the disposal fee based on a change in law or
19 regulations, the COUNTY shall notify VENDOR of the COUNTY’S calculation of the new per
20 ton disposal fee (the “New Rate”), and the COUNTY shall include with the notice the
21 methodology used to calculate the New Rate. VENDOR will have fifteen (15) days from the
22 date of such notice to dispute the New Rate or the manner in which it was calculated. If
23 VENDOR timely disputes the New Rate in good faith, VENDOR will not be obligated to pay the
24 New Rate to the COUNTY until the Parties resolve the dispute. Upon resolution of the dispute,
25 VENDOR shall pay immediately any amounts that came due to the COUNTY after the date of
the notice.

1
2 In the event VENDOR fails to deliver, or cause to be delivered, 125,000 tons of Imported Solid
3 Waste to COUNTY annually (other than due to the unavailability of Lamb Canyon, Badlands or
4 the optional site), VENDOR shall pay COUNTY the monetary amount for tonnage that was not
5 delivered, as if it had been delivered.

6
7 B. Billing:

8
9 COUNTY shall bill VENDOR monthly, based upon certified weigh tickets prepared by
10 COUNTY, for each load of Solid Waste delivered to the landfill. Monthly payments shall be
11 made by VENDOR to COUNTY by the thirtieth (30th) day of each calendar month for the
12 previous month's deliveries of Solid Waste.

13
14 C. Security:

15
16 Security deposits (i.e. bonding, late fees, etc.) shall be in accordance with current practice
17 established by the Riverside County Department of Waste Resources.

18
19 **SECTION 8. DISPOSAL FEE ADJUSTMENT.**

20
21 The disposal fee shall be subject to adjustment annually every July 1st following public
22 hearings. The maximum increase or decrease allowable any one year will be equal to the percent
23 change in the Consumer Price Index (CPI) during the year which shall immediately precede the
24 adjustment. Computation of the change in the CPI shall be made according to the following
25 methodology.

1 A. Said computation shall be equal to the change in the Consumer Price Index for
2 all Urban Consumers (CPI-U) for the Riverside-San Bernardino-Ontario Area, as published by
3 the United States Department of Labor, Bureau of Labor Statistics. Said change shall be
4 measured for the period January through January. The first increase may be effective July 1,
5 2021, based upon changes in the Consumer Price Index formula for the period January, 2020
6 through January, 2021.

7
8 **SECTION 9. INSURANCE.**

9 Without limiting or diminishing the VENDOR'S obligation to indemnify or hold the
10 COUNTY harmless, VENDOR shall procure and maintain or cause to be maintained, at its sole
11 cost and expense, the following insurance coverage's during the term of this Agreement. As
12 respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its
13 Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board
14 of Supervisors, employees, elected or appointed officials, agents or representatives as Additional
15 Insureds.

16 A. Workers' Compensation: If the VENDOR has employees as defined by the State
17 of California, the VENDOR shall maintain statutory Workers' Compensation Insurance
18 (Coverage A) as prescribed by the laws of the State of California. Policy shall include
19 Employers' Liability (Coverage B) including Occupational Disease with limits not less than
20 \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor
21 of the County of Riverside. Worker's Compensation coverage in accordance with the statutory
22 requirements of the State of California.

23
24 B. VENDOR shall obtain and maintain in full force and effect throughout the entire
25 Term of this Agreement a Broad Form Comprehensive General Liability (occurrence) Policy
with a minimum limit of three million dollars (\$3,000,000.00) aggregate and two million dollars

1 (\$2,000,000.00) per occurrence for bodily injury and property damage. Said insurance shall
2 protect VENDOR, , the County of Riverside, its Agencies, Districts, Special Districts, and
3 Departments, their respective directors, officers, Board of Supervisors, employees, elected or
4 appointed officials, agents or representatives, from any claim for damages for bodily injury,
5 including accidental death, as well as from any claim for property damage which may arise from
6 operation of the transfer vehicle while on the landfill site, whether such operations be by
7 VENDOR itself, or by its agents and/or employees. Copies of the policies or endorsements
8 evidencing the above required insurance coverage shall be filed with the General Manager-Chief
9 Engineer.

10 C. Automobile Liability. VENDOR shall maintain liability insurance for all owned,
11 non-owned or hired vehicles so used in an amount not less than two million dollars (\$2,000,000)
12 per occurrence combined single limit. If such insurance contains a general aggregate limit, it
13 shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.
14 The Policy shall name 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 as Additional Insureds.

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

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

23
24 (2) "This insurance shall act for each insured, as though a separate policy had
25 been written for each. This, however, shall not act to increase the limit of liability
of the insuring company."

1
2 (3) VENDOR shall cause its insurance carrier(s) to furnish COUNTY and
3 District by direct mail with certificate(s) of insurance showing that such insurance
4 is in full force and effect, and the County of Riverside, its Agencies, Districts,
5 Special Districts, and Departments, their respective directors, officers, Board of
6 Supervisors, employees, elected or appointed officials, agents or representatives
7 are named as additional insureds with respect to this Agreement and the
8 obligations of VENDOR hereunder. Further, said certificate(s) shall contain the
9 covenant of the insurance carrier(s) that thirty (30) days written notice shall be
10 given to COUNTY and District prior to modification, cancellation or reduction in
11 coverage of such insurance. In the event notice has been provided to COUNTY
12 and District of any such modification, cancellation or reduction in coverage and
13 on the effective date thereof, COUNTY and District shall have the right to
14 terminate this Agreement, unless County and District receive prior to such
15 effective date another certificate from an insurance carrier that the insurance
16 required herein is in full force and effect.

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

23
24 **SECTION 10.** **INDEMNIFICATION**

25 VENDOR shall indemnify and hold harmless the County of Riverside, its Agencies,
Districts, Special Districts and Departments, their respective directors, officers, Board of

1 Supervisors, elected and appointed officials, employees, agents and representatives (individually
2 and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based on
3 asserted upon any act or omission of VENDOR, its officers, employees, subcontractors, agents
4 or representatives arising out of or in any way relating to this Agreement, including but not
5 limited to property damage, bodily injury, or death or any other element of any kind or nature
6 whatsoever arising from the performance of VENDOR, its officers, employees, subcontractors,
7 agents or representatives (individually and collectively hereinafter referred to as Indemnitors)
8 under this Agreement. VENDOR shall defend, at its sole expense, all costs and fees including,
9 but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the
10 Indemnitees in any claim or action based upon such alleged acts or omissions.

11 With respect to any action or claim subject to indemnification herein by VENDOR, VENDOR
12 shall, at their sole cost, have the right to use counsel of its own choice and shall have the right to
13 adjust, settle, or compromise any such action or claim without the prior consent of COUNTY;
14 provided, however, that any such adjustment, settlement or compromise in no manner
15 whatsoever limits or circumscribes VENDOR'S indemnification to Indemnitees as set forth
16 herein.

17 The specified insurance limits required in this Agreement shall in no way limit or circumscribe
18 VENDOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party
19 claims.

20 In the event there is conflict between this clause and California Civil Code Section 2782, this
21 clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve
22 the VENDOR from indemnifying the Indemnitees to the fullest extent allowed by law.

23
24 A. CERCLA Indemnification
25

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

16
17 Notwithstanding any of the foregoing terms and provisions, COUNTY'S CERCLA
18 indemnification shall not extend to any such claims for actual damages (including but not limited
19 to special and consequential damages), natural resources damages, punitive damages, injuries,
20 costs, response remediation and removal costs, losses, demands, debts, liens, liabilities, causes of
21 action, suits, legal or administrative proceedings, interest, fines, charges, penalties, expenses
22 (including but not limited to attorneys' and expert witness fees and costs incurred in connection
23 with defending against any of the foregoing or in enforcing this indemnity), of any kind
24 whatsoever paid, to the extent that such claims are, or can be shown to have been, caused by the
25 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 program at facilities delivering Imported Solid Waste, as required by California law and
2 COUNTY Ordinance and as set forth in this Agreement.

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

10
11 **SECTION 11.** **FORCE MAJEURE.**

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

23
24 **SECTION 12.** **DISPUTES.**

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

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

11
12 In the event neither party prevails, but a compromise position is imposed, both parties
13 shall bear their own legal expenses.

14
15 **SECTION 13.** **ASSIGNMENT.**

16
17 Neither this Agreement nor any part thereof shall be assigned by VENDOR without the
18 prior written consent of COUNTY.

19 If COUNTY relinquishes its ownership of a landfill used by VENDOR, or no longer
20 operates a landfill used by VENDOR as specified in the landfill's operating permit, VENDOR
21 reserves the right to cancel this Agreement. VENDOR'S opportunity to approve COUNTY'S
22 successor in interest and cancel this Agreement upon transfer of ownership or operating permit
23 of a COUNTY landfill site must be exercised within thirty (30) days after VENDOR has
24 received written notice from COUNTY that ownership has formally changed hands or will be
25 lost to VENDOR.

1 **SECTION 14.** **LAW TO GOVERN.**

2
3 The law of the State of California shall govern this Agreement.
4

5 **SECTION 15.** **NOTICES.**

6
7 All notices, consents or other communications which are required or permitted by this
8 Agreement to be served on or given to any party shall be in writing and shall be deemed served
9 or given when personally delivered or, in lieu of personal delivery, on receipt, rejection or return
10 undelivered, when deposited in the United States mail first-class, certified or registered, postage
11 prepaid, return receipt requested or overnight mail delivery service, addressed to the applicable
12 party at the address set forth below:

13 To COUNTY: Riverside County Department of Waste Resources
14 14310 Frederick Street
15 Moreno Valley, CA 92553
16 hkernkam@rivco.org
17 951-486-3200

18 To VENDOR: Burrtec Waste Industries, Inc.
19 9890 Cherry Ave.
20 Fontana, CA 92335
21 cole@burrtec.com
22 909-429-4200

23 or to such other address as either party may from time to time designate by notice to the other
24 given in accordance with this Section.
25

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

1
2 COUNTY and VENDOR agree that their respective rights and liabilities to each other outside of
3 the parameters of this Agreement remain intact.
4

5 **SECTION 17.** **WAIVER.**
6

7 No waiver by either party of any one or more defaults or breaches by the other in the
8 performance of this Agreement shall operate or be construed as a waiver of any future defaults or
9 breaches, whether of a like or different character.
10

11 **SECTION 18.** **BINDING UPON SUCCESSORS.**
12

13 All agreements, covenants, conditions, and provisions of this Agreement shall be binding
14 upon and inure to the benefit of the successors and assigns of each of the parties hereto.
15

16 **SECTION 19.** **SEVERABILITY.**
17

18 If any non-material provision of this Agreement shall for any reason be held to be invalid
19 or unenforceable, the invalidity or unenforceability of such provision shall not affect the validity
20 and enforceability of any of the remaining provisions of this Agreement.
21

22 **SECTION 20.** **NON-DISCRIMINATION.**
23

24 VENDOR shall not discriminate in the provision of services, allocation of benefits,
25 accommodation in facilities, or employment, recruitment, hiring, promotion, demotion or
termination of personnel on the basis of ethnic group identification, race, religious creed, color,

1 national origin, ancestry, physical handicap, medical condition, age, marital status or sex in the
2 performance of this Agreement; and, to the extent they shall be found to be applicable hereto,
3 shall comply with the provisions of the California Fair Employment and Housing Act (Gov.
4 Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with
5 Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) and all other applicable laws or regulations.
6

7 **SECTION 21.** **ENTIRE AGREEMENT.**
8

9 This Agreement embodies the entire agreement between COUNTY and VENDOR. Each
10 represents that in entering this Agreement it does not rely on any previous oral or implied
11 representations, inducement or understanding of any kind or nature. This Agreement may not be
12 modified or amended, in whole or in part, except by a written amendment signed by authorized
13 representatives of both parties.
14

15
16 **SECTION 22.** **CONSTRUCTION OF AGREEMENT.**
17

18 The parties hereto have negotiated this Agreement at arm's length and with advice of
19 their respective attorneys, and no provision contained herein shall be construed against
20 COUNTY solely because it prepared this Agreement in its executed forms.
21

22 ///

23 ///

24 ///

25 [Signatures on Following Page]

1 IN WITNESS WHEREOF, this Agreement has been executed and is effective on the Effective
2 Date.

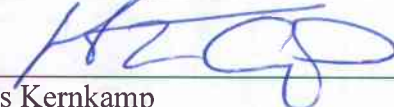
3
4 RIVERSIDE COUNTY DEPARTMENT
5 OF WASTE RESOURCES
6 14310 Frederick Street
7 Moreno Valley, CA 92335

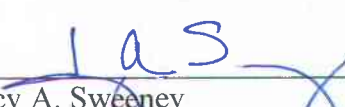
Burrtec Waste Industries, Inc.
9890 Cherry Avenue
Fontana, CA 92335

8 Dated: 6/3/21

Dated: 6/3/2021

9 RECOMMENDED FOR APPROVAL

10 By: 
11 Hans Kernkamp
12 General Manager-Chief Engineer

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

13 RIVERSIDE COUNTY

14 By: 
15 Chair, Board of Supervisors

16 ATTESTED:

17 By: 
18 Keela R. Harper, Clerk

19 APPROVED AS TO FORM:

20 By: 
21 Amrit P. Dhillon, Deputy County Counsel
22
23
24
25



Hans W. Kernkamp, General Manager-Chief Engineer

NOTICE OF EXEMPTION

DATE: June 15, 2021

TO: County Clerk, County of Riverside

PROJECT CASE NO/TITLE: NOE 21-03/Third Amended and Restated Importation Agreement for Disposal of Solid Waste (Agreement)

PROJECT LOCATION: East Valley and West Valley Transfer Stations (EVTS and WVTS), located at 1150 & 1250 South Tippecanoe Ave., San Bernardino, CA 92408, and 13373 Napa Street, Fontana, CA 92335. Riverside County regional landfill sites, namely, the Badlands Landfill located northeast of the City of Moreno Valley and the Lamb Canyon Landfill, located south of the City of Beaumont.

PROJECT DESCRIPTION: Approval of the Agreement with Burrtec Waste Industries (Burrtec) extends the term by five (5) years to 2026, adjusts the disposal rate, and reduces tonnage delivery requirements.

PUBLIC AGENCY APPROVING PROJECT: County of Riverside (County)

PROJECT SPONSOR: Riverside County
Department of Waste Resources (RCDWR)

The project is exempt from the provisions of CEQA, specifically by the State CEQA Guidelines as identified below. The project will not result in any specific or general exceptions to the use of categorical exemptions as detailed under State CEQA Guidelines section 15300.2. The project will not cause any impacts to scenic resources, historic resources, or unique sensitive environments. Further, no unusual circumstances or potential cumulative impacts would occur that may reasonably create a direct or reasonably foreseeable indirect physical environmental impact.

EXEMPT STATUS:

- Ministerial
- Declared Emergency
- Emergency Project
- Statutory Exemption: **Section 15273, Rates, Tolls, Fares, and Charges**
- Categorical Exemptions: **Section 15301, Existing Facilities**

REASONS FOR EXEMPTION:

Section 15061(b)(3) - General Rule Exemption

The activity is covered by the general rule that CEQA applies only to projects, which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

This project is exempt under Section 15061(b)(3) because:

The Project merely extends the term of an existing agreement and provides for updated disposal rates and decreases the tonnage requirements. Based upon the entire record, the Project would not result in the potential for any significant effect on the environment. This determination is an issue of fact and sufficient evidence exists in the record that the activity will not have a significant effect on the environment. As such, the exemption applies and no further evaluation under CEQA is required. See *Muzzy Ranch Co. v. Solano County Airport Land Use Comm'n* (2007) 41 Cal. 4th 372.

Section 15301 Categorical Exemption.

Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination.

This project is exempt under Section 15301 because:

The Project simply extends the term of an existing agreement from 2021 to 2026, modifies the disposal rates, and decreases the tonnage requirements. As such, the amount of imported waste and truck trips are expected to slightly decrease. The continued transfer and disposal of non-hazardous MSW as described in the Agreement involves negligible or no expansion of approved uses. Furthermore, continued implementation of the Agreement would not exceed permitted thresholds, as identified on the approved Solid Waste Facility Permits (SWFPs) for each facility. Therefore, the Project as proposed meets the scope and intent of the Class 1 Categorical Exemption.

Section 15273. Rates, Tolls, Fares, and Charges

CEQA does not apply to the establishment, modification, structuring, restructuring, or approval of rates, tolls, fares, and other charges by public agencies which the public agency finds are for the purpose of:

- Meeting operating expenses, including employee wage rates and fringe benefits,
- Purchasing or leasing supplies, equipment, or materials,
- Meeting financial reserve needs and requirements,
- Obtaining funds for capital projects, necessary to maintain service within existing service areas, or
- Obtaining funds necessary to maintain such intra-city transfers as are authorized by city charter.

This project is exempt under Section 15273 because:

The proposed Project involves the structuring of fees by a public agency for the purpose of meeting operating expenses, financial reserve requirements, and obtaining funds for capital projects necessary to maintain service within existing service areas. As such, due to the administrative nature of the Project, no environmental resources will be affected; therefore, the Project meets the scope and intent of Section 15273, Statutory Exemption.

FINDINGS:

- 1) Based upon the identified exemptions and justifications above, the RCDWR, on behalf of the County, hereby concludes that no physical environmental impacts are anticipated to occur and the Project as proposed is exempt under CEQA. No further environmental analysis is warranted.

NOE 21-03

Third Amended and Restated Importation Agreement for Disposal of Solid Waste

June 15, 2021

Page 3

- 2) The proposed Project is exempt from CEQA pursuant to State CEQA Guidelines sections 15061(b)(3), 15273, and 15301.
- 3) It can be seen with certainty that there is no possibility that this Project would have a direct, indirect, or cumulatively significant effect on the environment; therefore, the activity is exempt from the provisions of CEQA.

If there are any questions regarding the above matter, I can be reached at (951) 486-3200.

Hans Kernkamp, General Manager - Chief Engineer
Riverside County Waste Management Department

By:



Ryan Ross

Title: Planning Division Manager

Date: June 15, 2021