

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



**ITEM: 15.1
(ID # 29848)**

MEETING DATE:
Tuesday, April 28, 2026

FROM : DEPARTMENT OF WASTE RESOURCES

SUBJECT: DEPARTMENT OF WASTE RESOURCES: Approval of the First Amendment to the Third Amended and Restated Importation Agreement for Disposal of Solid Waste with Burrtec Waste Industries, Inc.; District 5. [\$0] (CEQA Exempt per State CEQA Guidelines Sections 15061(b)(3) and 15273)

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 First Amendment to the Third Amended and Restated Importation Agreement for Disposal of Solid Waste (Agreement) with Burrtec Waste Industries, Inc. (Burrtec) to adjust the amount of imported solid waste delivered annually, and to extend the contract period for four additional, five-year periods through June 30, 2046;

Continued on Page 2

ACTION:Policy


Andrew Cortez 4/13/2026

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Medina, Spiegel, Washington, Perez, and Gutierrez
Nays: None
Absent: None
Date: April 28, 2026
xc: Waste

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

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

RECOMMENDED MOTION: That the Board of Supervisors:

3. Authorize the Chair to execute the First Amendment to the Agreement on behalf of the County;
4. Authorize the Department of Waste Resources General Manager-Chief Engineer to execute other documents as needed to administer and implement the First Amendment to the Agreement including, but not limited to, notices and amendments to the Agreement that: a) modify insurance and indemnification provisions; b) provide written consent for assignment; and c) modify the amounts of tonnage delivered annually, as regulations permit and as approved as to form by County Counsel; and
5. Direct the Department of Waste Resources (Department) to file the Notice of Exemption (NOE) with the County Clerk and the State Clearinghouse within 5 business days of approval of the Project.

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: N/A			Budget Adjustment:	No
			For Fiscal Year:	26/27-31/32

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On November 26, 2013, in Minute Order 12.3, the Board approved the Second Amended and Restated Importation Agreement for disposal of solid waste with Burrtec Waste Industries, Inc. (Burrtec) to import up to 225,000 tons per year of municipal solid waste (MSW).

On June 15, 2021, in Minute Order 12.2, the Board approved the Third Amended and Restated Importation Agreement (Agreement) for disposal of imported solid waste with Burrtec. That agreement is set to expire on June 30, 2026. Both Burrtec and the Department of Waste Resources (Department) wish to extend the Agreement for an additional twenty (20) years, consisting of four (4) five-year periods. This First Amendment to the Agreement revises the amount of imported MSW annually to a minimum of 200,000 tons, up to a maximum of 250,000 tons, to be delivered from facilities under control of Burrtec. Imported MSW will be delivered to the Badlands or Lamb Canyon landfills, for which both landfill sites have sufficient capacity to accept MSW. After each 5-year period, the Department and Burrtec shall review tonnage data to determine if adjustments are needed, as well as update insurance/indemnification provisions, if warranted.

Staff recommends approval of the First Amendment to the Agreement. County Counsel has reviewed the First Amendment to the Agreement and has approved it as to form.

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

Prev. Agn. Ref.: **M.O. 12.3 of 11/26/13**
 M.O. 12.2 of 6/15/21

CEQA Findings

The Project is exempt from the California Environmental Quality Act (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 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 Notice of Exemption (NOE) to this effect will be filed by the Department with the County Clerk and the State Clearinghouse 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. The regional facilities have sufficient permitted capacity to provide waste disposal service for in-County residents.

ATTACHMENTS:

- ATTACHMENT A. First Amendment to the Third Amended and Restated Importation Agreement
- ATTACHMENT B. CEQA NOE 26-02


Crystal Carrillo, Senior Management Analyst 4/22/2026


Aaron Gettis, Chief Deputy County Counsel 4/16/2026

**FIRST AMENDMENT TO THE THIRD AMENDED AND RESTATED
IMPORTATION AGREEMENT FOR DISPOSAL
OF SOLID WASTE**

This First Amendment to the Third Amended and Restated Importation Agreement for Disposal of Solid Waste (hereinafter called "AMENDMENT") is made and entered into this 28 day of APR, 2026, by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California (hereinafter referred to as "COUNTY"), and Burrtec Waste Industries, Inc., a California corporation on behalf of itself, its subsidiaries, affiliates, partners, contractors and subcontractors (hereinafter referred to as "VENDOR").

RECITALS

WHEREAS, VENDOR desires to arrange for the disposal of imported non-hazardous Solid Waste; and

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

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

WHEREAS, COUNTY and VENDOR amended and restated the Original Agreement and entered into that certain Amended and Restated Agreement for Disposal of Solid Waste ("Amended and Restated Agreement") on June 25, 2013 in Minute Order 12-1 to increase the tonnage and add the West Valley Transfer Station;

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

WHEREAS, COUNTY and VENDOR entered into that certain Third Amended and Restated Importation Agreement for Disposal of Solid Waste on June 15, 2021 in Minute Order 12-2 ("Third Amended and Restated Agreement") to extend the term of the agreement for the import of Solid Waste through June 30, 2026; and

WHEREAS, COUNTY and VENDOR wish to now further extend the term of this arrangement for the import of Solid Waste, increase the import tonnage, and allow for alternative facilities under control of VENDOR for delivery of Imported Solid Waste.

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

1. AMENDMENTS TO THE THIRD AMENDED AND RESTATED AGREEMENT.

The following sections in the Third Amended and Restated Agreement are hereby amended by deleting and replacing the respective provisions for each section as further set forth below:

- a. **Section 3(H), Solid Waste** is hereby amended by deleting and replacing the first sentence with the following two sentences:

VENDOR agrees to deliver, or cause to be delivered, a minimum of 200,000 tons of Imported Solid Waste annually to Lamb Canyon or Badlands, as directed by COUNTY, up to a maximum of 250,000 tons annually. Minimum and Maximum tons of Imported Solid Waste are subject to change pursuant to Section 6, TERM.

- b. **Section 6, TERM** is hereby deleted in its entirety and replaced with the following:

SECTION 6. TERM.

A. The term of this Agreement shall commence on June 19, 2021 (the "Effective Date") and continue through June 30, 2026 (the "Initial Term"). Thereafter, the term of this Agreement shall automatically renew for four (4) additional 5-year periods (each a "Renewal Term") through June 30, 2046. At the end of the last 5-year period, this AMENDMENT may be extended by mutual agreement of COUNTY and VENDOR.

B. Upon completion of each 5-year period, the parties shall review tonnage data to determine if adjustments to the annual minimum and maximum tonnage limits under Section 3(H) are warranted. If so desired, the parties may, by mutual written agreement, adjust the applicable minimum and maximum tonnage limits (whether at the standard or reduced levels) to address tonnage fluctuations, in either direction, effective for the remainder of the 5-year period and any period thereafter. If the parties cannot agree on an adjustment within forty-five (45) days of the review, the existing tonnage limits shall remain in effect. COUNTY shall provide VENDOR with written notice of the review outcome within thirty (30) days of completion.

C. The minimum tonnage obligation shall be equitably reduced if (i) VENDOR's franchise collection rights to collect solid waste terminate and VENDOR demonstrates that it can no longer meet the minimum tonnage as a result of such termination of franchise collection rights, or (ii) a change in law (including the introduction of new laws and the repeal or modification of existing laws) or in the judicial or official governmental interpretation of such laws, made after the date hereof, requires or results in a material reduction in the amount of solid waste which can be delivered to County disposal sites.

- c. **Section 7(A) Disposal Fee** of the Third Amended and Restated Agreement is hereby amended by deleting the last paragraph and replacing it with the following:

In the event VENDOR fails to deliver, or cause to be delivered the minimum tons of Imported Solid Waste annually, as identified in Section 3(H) of the Third Amended and Restated Agreement (other than due to the unavailability of Lamb Canyon, Badlands or the optional site), VENDOR shall pay COUNTY the monetary amount for tonnage that was not delivered, as if it had been delivered, less the costs the County would have incurred in connection with accepting such tonnage.

2. SECTION 23 ADDED TO THE THIRD AMENDED AND RESTATED AGREEMENT.

The Third Amended and Restated Agreement is hereby amended by adding a new Section 23 as further set forth below:

SECTION 23. NO THIRD-PARTY BENEFICIARIES.

This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable rights, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

3. EFFECTIVE DATE.

This AMENDMENT shall be effective upon signatures of all parties.

4. OTHER TERMS AND CONDITIONS UNCHANGED.

Unless defined herein or the context requires otherwise, all capitalized terms herein shall have the meaning defined in the Third Amended and Restated Agreement. This AMENDMENT and the Third Amended and Restated Agreement set forth and contain the entire understanding and agreement of the parties, and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements which are not contained or expressly referred to herein. Except as expressly amended by this AMENDMENT, all other terms and conditions of the Third Amended and Restated Agreement shall remain unchanged and remain in full force and effect. In the event of any conflict between the terms and conditions of this AMENDMENT and the terms and conditions of the Third Amended and Restated Agreement, the terms and conditions of this AMENDMENT shall prevail and control. Subject to the provisions of the Third Amended and Restated Agreement as to assignment, the agreements, conditions and provisions herein contained shall apply to and bind the heirs, executors, administrators, successors and assigns of the parties hereto. If any provisions of this AMENDMENT shall be determined to be illegal or unenforceable, such determination shall not affect any other provision of the Third Amended and Restated Agreement and all such other provisions shall remain in full force and effect. The language in all parts of the AMENDMENT shall be construed according to its normal and usual meaning and not strictly for or against either COUNTY or VENDOR.

5. GOVERNING LAW.

This Agreement shall be governed by, and construed and enforced in accordance with, the laws

of the State of California without reference to its conflicts of laws principles.

6. AUTHORIZATION.

Each party to this AMENDMENT hereby represents and warrants to the other party that: (a) it has the full right, power, and authority to enter into this AMENDMENT and to perform its obligations hereunder; and (b) the execution of this AMENDMENT by the individual whose signature is set forth at the end of this AMENDMENT on behalf of such party, and the delivery of this AMENDMENT by such party, have been duly authorized by all necessary action on the part of such party.

7. COUNTERPARTS; USE OF ELECTRONIC (DIGITAL) SIGNATURES.

This AMENDMENT may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this AMENDMENT agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this AMENDMENT. The parties further agree that the electronic signatures of the parties included in this AMENDMENT are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

[Signature page follows]

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

COUNTY OF RIVERSIDE, ON BEHALF OF DEPARTMENT OF WASTE RESOURCES, a political subdivision of the State of California

BURRTEC WASTE INDUSTRIES, INC., a California corporation

Dated: APR 28 2026

Dated: 4-10-26

By: Karen S. Spiegel
Karen Spiegel
Chair, Board of Supervisors

By: LAS
Name: Tracy A. Sweeney
Its: Vice President

RECOMMENDED FOR APPROVAL:

By: Andy Cortez 4/10/2026
Andy Cortez
General Manager-Chief Engineer

ATTEST:
Kimberly Rector
Clerk of the Board

By: [Signature]
Deputy

(Seal)

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: Lisa Sanchez
Lisa Sanchez
Deputy County Counsel

Dated: 4/14/2026

NOTICE OF EXEMPTION

DATE: April 13, 2026

TO: County Clerk, County of Riverside (County)

PROJECT CASE NO/TITLE: NOE 26-02: First Amendment to the Third Amended and Restated Importation Agreement for Disposal of Solid Waste with Burrtec Waste Industries, Inc.

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, and alternative Burrtec contracted facilities.

Riverside County regional landfill sites, namely, the Badlands Landfill, 31125 Ironwood Avenue, Moreno Valley, CA and the Lamb Canyon Landfill, 16411 Lamb Canyon Road, Beaumont, CA 92223

PROJECT DESCRIPTION: Approval to extend the existing Agreement between the County and Burrtec Waste Industries, Inc., (Burrtec) for disposal of solid waste. The approval would extend the Agreement for an additional 20 years, consisting of four (4) five-year periods. The First Amendment revises the amount of imported municipal solid waste (MSW) annually to a minimum of 200,000 tons, up to a maximum of 250,000 tons, to be delivered from facilities under control of Burrtec. Imported MSW will be delivered to the Badlands or Lamb Canyon landfills, for which both landfill sites have sufficient capacity to accept the MSW.

PUBLIC AGENCY APPROVING PROJECT: County of Riverside (County)

PROJECT SPONSORS: Department of Waste Resources (RCDWR)
Burrtec

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 Charges**
- Categorical Exemption: **Section 15301, Existing Facilities**
- Other Exemption: **Section 15061(b)(3), General Rule**

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. 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.

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

The proposed Project simply involves extending the term of the existing Agreement and adjusting the tonnage requirements. The Project involves no expansion of approved uses and would not have a cumulatively significant effect on the environment or environmental resources. As such, the Project meets the scope and intent of Section 15061(b)(3), General Rule 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 extending the term of the existing Agreement between the County and Burrtec for disposal of solid waste and adjusting the tonnage requirements. Revenue generated from the Project is 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.

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 proposed Project involves extension of the existing Agreement between the County and Burrtec for disposal of solid waste and adjusting the tonnage requirements. Imported MSW will be delivered to the Badlands or Lamb Canyon landfills, for which both landfill sites have sufficient capacity to accept the MSW. Implementation of the Project would not exceed permitted thresholds and involves negligible expansion of the existing uses. Therefore, the Project as proposed meets the scope and intent of Class 1 Categorical Exemption.

FINDINGS:

1. Based upon the identified exemptions and justifications above, the RCDWR, on behalf of the County, hereby concludes that the Project is a continuation of the existing use and significant environmental effects are not anticipated to occur, and the Project as proposed is exempt under CEQA. No further environmental analysis is warranted.
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 under CEQA as previously identified.

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

**Andy Cortez, General Manager - Chief Engineer
Riverside County Department of Waste Resources**

By: *Katherine Veliz*
Katherine Veliz

Title: Senior Planner

Date: April 13, 2026