



**Contract Number**

16-521 A-2

**SAP Number**

**Public Works – Solid Waste  
Management Division**

<b>Department Contract Representative</b>	<u>Darren Meeka, Deputy Director</u>
<b>Telephone Number</b>	<u>(909) 386-8703</u>
<b>Contractor</b>	<u>Burrtec Waste Industries, Inc.</u>
<b>Contractor Representative</b>	<u>Cole Burr</u>
<b>Telephone Number</b>	<u>(909) 429-4200</u>
<b>Contract Term</b>	<u>7/1/2016 – 6/30/2022</u>
<b>Original Contract Amount</b>	<u>\$18,165,308</u>
<b>Amendment Amount</b>	<u>\$11,535,920</u>
<b>Total Contract Amount</b>	<u>\$29,701,228</u>
<b>Cost Center</b>	<u>6700004250</u>

**IT IS HEREBY AGREED AS FOLLOWS:**

**AGREEMENT 16-521  
AMENDMENT NO. 2  
AGREEMENT FOR THE SALE OF SOLID WASTE LANDFILL AIRSPACE**

The following is Amendment No. 2 to Agreement No. 16-521 ("Amendment No. 2") with Burrtec Waste Industries, Inc., for the sale of solid waste landfill airspace.

**WHEREAS**, on June 28, 2016 (Item No. 51), the Board of Supervisors ("Board") approved Agreement No. 16-521 ("Agreement") with Burrtec Waste Industries, Inc. (Contractor) for the sale of solid waste landfill airspace;

**WHEREAS**, on December 19, 2017 (Item No. 36), the Board approved Amendment No. 1 to the Agreement to allow a portion of the City of San Bernardino's waste to be direct hauled to the Mid-Valley Sanitary Landfill at an increased rate and added an additional processing facility for the City of San Bernardino's waste; and

**WHEREAS**, the Parties desire to enter into this Amendment No. 2 to extend the Agreement for one year to June 30, 2022, with the intent to negotiate rates for a potential long-term agreement at the end of the extension period.

**NOW THEREFORE**, the Agreement is hereby amended as follows:

1. Section 2.1 of the Agreement, entitled "Term," is amended in its entirety to read:

**2.1 Term.** The Term of this Agreement shall be six (6) years, commencing on July 1, 2016 and shall terminate at 11:59 p.m. on June 30, 2022, unless sooner terminated or extended as herein provided.

2. Section 3.1 of the Agreement, entitled "Base Fee for In-County Qualifying Solid Waste," is amended in its entirety to read:

**3.1 Base Fee for In-County Qualifying Solid Waste.** Contractor shall pay a disposal fee of \$30.72 per ton to County ("In-County Qualifying Waste Disposal Fee"), for the period of July 1, 2021 to June 30, 2022, for each ton of In-County Qualifying Solid Waste delivered to the Disposal System.

3. Section 3.1.1 of the Agreement, entitled "Rate for Direct Hauled In-County Qualifying Solid Waste from the City of San Bernardino," is amended in its entirety to read:

**3.1.1. Rate for Direct Hauled In-County Qualifying Solid Waste from the City of San Bernardino.** Contractor shall pay a disposal fee equal to \$2.00 above the current Waste Disposal Agreement (WDA) rate that the County has with various WDA cities within the County of San Bernardino, for each ton of In-County Qualifying Solid Waste originating from the City of San Bernardino that is direct hauled to the MVSL in curbside, front, rear, or side loading commercially licensed refuse hauling vehicles. The rate the Contractor will pay for the period of July 1, 2021 to June 30, 2022, will be equal to \$2.00 above the Fiscal Year 2021-22 WDA Rate, as of July 1, 2021.

4. Section 3.2 of the Agreement, entitled "Base Fee for Out-of-County Qualifying Solid Waste," is amended in its entirety to read:

**3.2 Base Fee for Out-of-County Qualifying Solid Waste.** Contractor shall pay a disposal fee of \$33.86 per ton to County ("Out-of-County Qualifying Waste Disposal Fee"), for each ton of Out-of-County Qualifying Solid Waste delivered to the Disposal System.

5. Section 4.1 of the Agreement, entitled "In-County Qualifying Solid Waste," is amended in its entirety to read:

**4.1 In-County Qualifying Solid Waste.** The Solid Waste which qualifies to be disposed of pursuant to the terms of this Agreement for In-County solid waste shall be only Qualifying Solid Waste that is:

- (a) Otherwise qualified to be disposed of at a County Landfill pursuant to all applicable federal, state and local laws and regulations;
- (b) Not, on July 1, 2021 or 6 months prior to July 1, 2021, being delivered to, and disposed of within, the Disposal System;
- (c) Not collected pursuant to a City WDA Agreement, County Solid Waste Handling Franchise Agreement (granted as provided in Division 6 of Title 4 of the San Bernardino County Code), or a County Class A permit or temporary permit (granted as provided in Article 2.1 of Chapter 8 of Division 3 of Title 3 of the San Bernardino County Code);
- (d) Being processed at the West Valley Material Recovery Facility or the East Valley Recycling and Transfer Facility or the Robert A. Nelson Transfer Station, all owned by Contractor; and
- (e) Delivered to the Disposal System in transfer trailers, or direct hauled to MVSL in Burrtec waste collection vehicles for the City of San Bernardino solid waste only that is subject to the rate in Section 3.1.1. Waste delivered in transfer trailers may be delivered in Burrtec owned and/or subcontracted transfer trailers.

Qualifying Solid Waste that satisfies all of the above conditions may be disposed of pursuant to the provisions of this Agreement and shall be referred to as "**In-County Qualifying Solid Waste**".

6. This Amendment may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Amendment. The parties shall be entitled to sign and transmit an electronic signature of this Amendment (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Amendment upon request.

7. Except as amended herein, all other terms and conditions of the Contract remain in full force and effect.

**IN WITNESS WHEREOF**, the Board of Supervisors of the County of San Bernardino and Contractor have each caused this Agreement to be subscribed by its respective duly authorized persons, on its behalf.

COUNTY OF SAN BERNARDINO

►

Curt Hagman, Chairman, Board of Supervisors

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

SIGNED AND CERTIFIED THAT A COPY OF THIS  
DOCUMENT HAS BEEN DELIVERED TO THE  
CHAIRMAN OF THE BOARD

Lynna Monell  
Clerk of the Board of Supervisors  
of the County of San Bernardino

By \_\_\_\_\_  
Deputy

BURRTEC WASTE INDUSTRIES, INC.

(Print or type name of corporation, company, contractor, etc.)

By ►

(Authorized signature - sign in blue ink)

Name Cole Burr

(Print or type name of person signing contract)

Title President

(Print or Type)

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

Address 9890 Cherry Avenue

Fontana, California 92335

**FOR COUNTY USE ONLY**

Approved as to Legal Form

►

Jolena Grider, Deputy County Counsel

Date \_\_\_\_\_

Reviewed for Contract Compliance

►

Andy Silao, P.E.

Date \_\_\_\_\_

Reviewed/Approved by Department

►

Brendon Biggs, Director

Date \_\_\_\_\_