

**AGREEMENT BETWEEN THE  
WEST CONTRA COSTA INTEGRATED WASTE MANAGEMENT AUTHORITY,  
RICHMOND SANITARY SERVICE, INC.,  
AND WEST COUNTY RESOURCE RECOVERY, INC., REGARDING  
HOUSEHOLD HAZARDOUS WASTE SERVICES AT THE  
IRRF FOR THE COMMUNITY OF RODEO**

This Agreement is entered into as of January 10, 2002 by and between the WEST CONTRA COSTA INTEGRATED WASTE MANAGEMENT AUTHORITY (hereinafter "Authority"); a public entity Joint Powers Authority, RICHMOND SANITARY SERVICE, INC., a California corporation (hereinafter "RSS"), and WEST COUNTY RESOURCE RECOVERY, INC., a California corporation (hereinafter "WCRR" or "IRRF Operator").

RECITALS

WHEREAS, the Authority has approved the construction of a Household Hazardous Waste collection facility (HHW Facility) at the West County Integrated Resource Recovery Facility (IRRF) and the costs of construction and operation of the HHW Facility are included in the IRRF Rates approved by the Authority and paid by ratepayers within the Authority boundaries; and

WHEREAS, RSS desires to arrange for household hazardous waste and Conditionally Exempt Small Quantity Generator ("CESQG") waste services at the IRRF for the unincorporated community known as Rodeo, which is not within the Authority boundaries, nor a part of the unincorporated area served by RSS for which the waste stream has been previously directed to the IRRF (hereinafter the "County Area") and, therefore, Rodeo residents do not currently pay IRRF Rates of any kind; and

WHEREAS, RSS, Authority, and IRRF Operator seek to have household hazardous waste service provided at the IRRF under arrangements where RSS pays the cost of receiving, handling, and disposing of household hazardous waste delivered to the IRRF by residents from Rodeo ("the HHW Service Charge"); and

WHEREAS, RSS, Authority, and IRRF Operator seek to have CESQG service provided at the IRRF under arrangements where RSS pays a CESQG Service Charge reflective of the allocated costs for overhead and capitalization of the facility available to Rodeo waste

generators, who, in turn, will pay the actual cost for collection, packaging, and disposal of the waste they dispose of at the IRRF.

THEREFORE, RSS, THE AUTHORITY AND IRRF OPERATOR DO HEREBY AGREE AS FOLLOWS:

## **SECTION 1. DEFINITIONS.**

The terms defined in this Section that begin in this Agreement with capital letters have these meanings:

1.1 Household Hazardous Waste means the types and quantities of Hazardous Waste typically found in residences (that may include, but are not limited to, pesticides, solvents, oil based paints, acids, bases, latex paint, used oil, antifreeze, lead-acid batteries, and household batteries) and generated incidental to owning or maintaining a place of residence. (Health and Safety Code § 25218.i.e.) Household Hazardous Waste does not include (a) any waste generated in the course of operating a business concern at a residence, (b) ammunition, (c) explosives, (d) nuclear wastes, and/or (e) infectious waste.

1.2 CESQG Waste means Hazardous Waste from a Conditionally Exempt Small Quantity Generator (CESQG) which is a business generating no more than 100KG or 27 gallons per month of hazardous waste and meets all other requirements as set forth in 40 CFR 261.5.

1.3 CESQG Service Charge means the allocated costs for overhead and capitalization of the facility available to Rodeo waste generators, who, in turn, will pay the actual cost for collection, packaging, and disposal of the waste they dispose of at the IRRF.

1.4 Hazardous Waste shall have the same meaning as Section 2.60 of the IRRF Service Agreement between the Authority and IRRF Operator.

1.5 HHW Facility shall mean the HHW Facility at the IRRF to receive Household Hazardous Waste and CESQG Waste.

1.6 HHW Service Charge means the cost of receiving, handling, and disposing of household hazardous waste delivered to the IRRF by residents from Rodeo.



## **SECTION 2. SERVICES TO BE PROVIDED.**

2.1 HHW Services. Except as provided in Section 2.3 of this Agreement, the HHW services provided to Rodeo by the IRRF Operator at the HHW Facility shall be the same as those provided to the area within the boundaries of the Authority, provided that, all operational decisions involved in the providing of such service shall remain the sole discretion of the IRRF Operator.

### **2.2 CESQG Services.**

2.2.1 Except as provided in Section 2.3 and Section 3.2 of this Agreement, the CESQG Services provided to Rodeo by the IRRF Operator at the HHW Facility shall be the same as those provided to the area within the boundaries of the Authority, provided that, all operational decisions involved in providing of such service shall mean the sole discretion of the IRRF Operator.

2.2.2 The IRRF Operator shall be obligated to accept waste only from CESQG businesses from Rodeo who pay the IRRF Operator for collection and disposal of the CESQG Waste (according to the CESQG Service Charges levied by the IRRF Operator) prior to acceptance of said waste by the IRRF Operator.

2.3 No Publicity or Promotional Services. The services provided pursuant to this Agreement shall not in any way include publicity or promotion of the availability of the HHW Facility. Neither the Authority nor the IRRF Operator shall publicize nor promote the availability of the HHW Facility to Rodeo, and RSS shall be solely responsible for publicizing and promoting the availability of the HHW Facility to its Rodeo franchise area. The Authority will provide reproducible artwork, at cost, to RSS for its use in publicizing the facility if it is available.

2.4 Reporting. The IRRF Operator shall provide reports on the number of Rodeo residents and CESQGs (by area) using the HHW Facility to the Authority on a quarterly basis.

2.5 IRRF Service Agreement. Service provided by the IRRF Operator under this Agreement is to be performed in accordance with the IRRF Service Agreement and modifications thereto.

2.6 Additional Service Locations. In the event that off site, temporary, or mobile HHW events are provided by the IRRF Operator or RSS, Rodeo residents and CESQG will be eligible to participate according to the provisions of this agreement.

### **SECTION 3. HHW & CESQG SERVICE CHARGES.**

3.1 HHW Service Charge. The charge to RSS for HHW Service to Rodeo residents is estimated to be \$100.00 per vehicle for the period from inception of service to December 31, 2001. The final charge to Rodeo users shall be determined on an annual basis by dividing the overall cost of facility operation by the total number of actual users for the subject year.

3.2 HHW and CESQG Capital Charge. RSS is responsible for paying the overhead and capital components of the IRRF's costs for providing HHW and CESQG Services to Rodeo. The charge to RSS for HHW and CESQG Service (overhead and capital only) for Rodeo for the term of this Agreement shall be \$25.00 per vehicle. This charge for overhead and capital will be levied upon RSS for each HHW and CESQG customer delivering waste from Rodeo in addition to the HHW Service Charges paid by RSS and the CESQG Service Charge that will be directly charged to the user.

3.3 Ownership. Nothing in this Agreement is intended to convey an ownership interest in the HHW Facility to RSS or Rodeo residents or businesses, or otherwise create a vested interest to use the facility other than as specifically provided for in this Agreement.

### **SECTION 4. PAYMENT FOR HHW & CESQG SERVICES.**

4.1 Payment for HHW Services by RSS. RSS shall pay the IRRF Operator for HHW Services in accordance with the following sections.

4.1.1 Annual Budget Payment. RSS shall pay the IRRF Operator an annual budgetary payment for HHW and CESQG Services to the community of Rodeo each January 1<sup>st</sup> for the upcoming year computed as follows: (I) multiply the number of vehicles for which RSS estimates will use HHW Services at the IRRF for the upcoming year by an amount equal to the IRRF Operator's estimated HHW Service Charge; (II) multiply the number of both HHW and CESQG customers from Rodeo which RSS estimates will use the HHW services at the IRRF for the upcoming year by an amount equal to the HHW and CESQG Capital Charge; and (III) add the result obtained for the HHW Service Charge to the result obtained for the HHW and CESQG



Capital Charge to determine the annual budgetary payment. At the end of the year, the IRRF Operator shall calculate the actual unit cost of services by dividing the total cost of HHW services by the actual users. The IRRF Operator shall then either charge RSS for the higher than estimated costs or shall credit RSS if costs are lower than estimated. RSS shall make the Annual Budget Payment not later than thirty days after execution of this Agreement for the year 2002 program, and within 30 days of each January 1<sup>st</sup> for each following year.

4.1.2 Origin of Waste. The IRRF Operator shall each month deduct from the Annual Budget Payment the amount due for HHW Services and CESQG Services based on the actual number of vehicles, by area, delivering waste from Rodeo. The parties agree that presentation by the driver of a vehicle of a utility bill (i.e., electric, water, or telephone) or a driver's license indicating a Rodeo address shall be sufficient verification for the IRRF Operator to charge a vehicle against the Annual Budget Payment. RSS further agrees that neither the Authority nor IRRF Operator has any additional obligation whatsoever for verification of origin of the wastes delivered.

## **SECTION 5. NOTICES.**

5.1 All notices to either party by the other shall be made in writing and delivered in person or by facsimile transmission or mailed to such party at their respective addresses as follows or to other such address as either party may from time to time designate in writing to the other parties:

AUTHORITY            West Contra Costa Integrated Waste Management Authority  
One Alvarado Square  
San Pablo, CA 94806  
Attn: Executive Director

RSS:                    Richmond Sanitary Service, Inc.  
3260 Blume Drive, Suite 200  
Richmond, CA 94801  
Attn: Area President

IRRF OPERATOR:    West County Resource Recovery, Inc.  
101 Pittsburg Avenue  
Richmond, CA 94801  
Attn: Division Manager

## **SECTION 6. INDEMNITY.**

6.1 RSS agrees to maintain status as the Generator for the percentage, by weight, of wastes delivered to the IRRF HHW facility from Rodeo from both households and CESQG users.

6.2 RSS shall indemnify, hold harmless and assume the defense of, in any actions at law or in equity, the IRRF Operator; and the Authority, their officers, employees, agents, boards, and member agencies from all claims, losses, damage, including property damage, personal injury (including death), and liability of every kind, nature and description, including but not limited to environmental liabilities and claims directly or indirectly arising out of RSS's performance hereunder.

6.3 The IRRF Operator shall indemnify, hold harmless and assume the defense of, in any actions at law or in equity, RSS and the Authority, their officers, employees, agents, boards and member agencies from all claims, losses, damage, including property damage, personal injury, including death, and liability of every kind, nature and description, including but not limited to environmental liabilities and claims directly or indirectly arising out of the performance of the IRRF Operator arising out of this Agreement.

## **SECTION 7. SEVERABILITY.**

7.1 Should any part, term or provision of this Agreement be decided by a final judgment of a court or arbitrator to be illegal or in conflict with any law of the State of California or otherwise be unenforceable or ineffectual, the Agreement shall be null and void and terminated pursuant to Section 8.2.

## **SECTION 8. TERM AND TERMINATION.**

8.1 The term of this agreement is from the date first signed above until terminated in accordance with the following sections.

8.2 Any party may terminate this Agreement for any reason at any time by providing the other parties no less than thirty (30) calendar days written notice, delivered by Certified Mail, return receipt requested, prior to said date of termination.

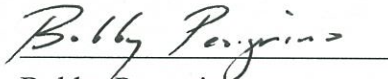



8.3 The IRRF Operator shall, upon receipt of a written notice provided pursuant to Section 8.2, suspend all HHW Services and CESQG Services to Rodeo pursuant to the termination date in the written notice, determine the final unpaid amount due for services rendered under Section 4.1.3 and deduct said unpaid amount from the remaining Annual Budget Payment. The IRRF Operator shall promptly thereafter refund to RSS any remaining portion of the Annual Budget Payment not required to pay any cost incurred by the IRRF Operator as a result of this Agreement. If a net negative balance occurs, the IRRF Operator shall promptly invoice RSS for any remaining funds due.

IN WITNESS WHEREOF, RSS and Authority have caused this Agreement to be duly executed and attested by the respective officers, duly authorized to so act, as the date set forth in the first paragraph of this Agreement.

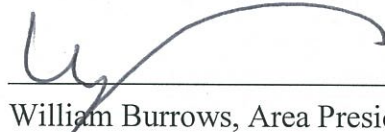
ATTEST:

WEST CONTRA COSTA INTEGRATED  
WASTE MANAGEMENT AUTHORITY

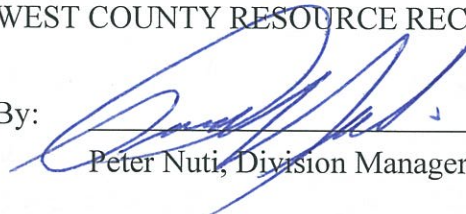
  
Bobby Peregrino  
Secretary of the Board

By:   
The Hon. Joe Gomes  
Chair of the Board

RICHMOND SANITARY SERVICE, INC.

By:  1-18-02  
William Burrows, Area President

WEST COUNTY RESOURCE RECOVERY, INC.

By:   
Peter Nuti, Division Manager