

**EL DORADO COUNTY SERVICE AREA #10  
AGENDA ITEM TRANSMITTAL**

**Meeting of  
October 17, 2006**

**AGENDA TITLE:** Contract #043-C-05/06-11 with Waste Recovery West, Inc., dba WRW, Inc.

**DEPARTMENT:** Environmental Management

**CONTACT:** Gerri Silva/Greg Stanton

**DATE:** 9/22/2006

**PHONE:** 6653

**DEPT SIGNOFF:**

*Gerri Silva*

**CAO USE ONLY:**

*C*  
*10/5/06*  
*[Signature]*

**DEPARTMENT SUMMARY AND REQUESTED BOARD ACTION:**

The Environmental Management recommending the Chairman be authorized to sign Contract 043-C-05/06-11 with Waste Recovery West, Inc. dba WRW, Inc., in an amount not to exceed \$23,437 for a term to expire April 30, 2007, to provide removal and disposal of waste tires for the Department.

*This contract amends the contract approved by the Board on August 15, 2006 by adding a fuel surcharge on the tire disposal rate per trailer.*

**CAO RECOMMENDATIONS:**

*Recommend approval* *Laura A. Hill*  
*10/6/06*

Financial impact?  Yes  No

Funding Source:  Gen Fund  Other

**BUDGET SUMMARY:**

Total Est. Cost	\$23,437.00
<b>Funding</b>	
Budgeted	\$23,437.00
New Funding	_____
Savings	_____
Other	_____
Total Funding	\$23,437.00
<b>Change in Net County Cost</b>	\$0.00

Other:

**CAO Office Use Only:**

4/5's Vote Required  Yes  No  
Change in Policy  Yes  No  
New Personnel  Yes  No

**CONCURRENCES:**

Risk Management   
County Counsel   
Other

**\*Explain** Funded by a Grant TRR-04-2, from the California Integrated Waste Management Board

**BOARD ACTIONS:**

**Vote:** Unanimous \_\_\_\_\_ Or

**Ayes:**

**Noes:**

**Abstentions:**

**Absent:**

Rev. 6/04 ISKW001 Agenda

**I hereby certify that this is a true and correct copy of an action taken and entered into the minutes of the Board of Supervisors**

**Date:** \_\_\_\_\_

**Attest: Cindy Keck, Board of Supervisors Clerk**

**By:** \_\_\_\_\_

EL DORADO  
COUNTY



ENVIRONMENTAL  
MANAGEMENT  
DEPARTMENT

# COUNTY OF EL DORADO

## ENVIRONMENTAL MANAGEMENT DEPARTMENT

October 5, 2006

El Dorado County Board of Supervisors  
330 Fair Lane  
Placerville, CA 95667

Subject: Contract #043-C-05/06-11 with Waste Recovery West, Inc., dba WRW, Inc.

Honorable Board Members:

**Recommendation:**

The Environmental Management recommending the Chairman be authorized to sign Contract 043-C-05/06-11 with Waste Recovery West, Inc. dba WRW, Inc., in an amount not to exceed \$23,437 for a term to expire April 30, 2007, to provide removal and disposal of waste tires for the Department.

**Reasons for Recommendations:**

On August 15, 2006 (item #66) the Board of Supervisors approved a contract with Waste Recovery West for used tire recycling. The primary task of the contract is the hosting of tire amnesty days during which used tires are collected for disposal from the public at no charge.

In the process of executing the contract, the vendor requested a change to the fee schedule of the contract (Exhibit "E") to include the addition of a fuel surcharge on the tire disposal rate per trailer. The fuel surcharge ranges from 3-9% depending on the cost per gallon of diesel fuel. This is the only change to the contract originally submitted to the Board for approval in August. Since the original contract has not yet been fully executed, we ask that the Board re-approve this contract with the revised Exhibit "E" including the fuel surcharge.

This contract has been re-routed to County Counsel and Risk Management and been approved.

The County officer or employee with responsibility for administering this contract is Jeff Rusert, Supervising Registered Environmental Health Specialist.

*Environmental  
Health Division*

*Air Quality  
Management  
District*

*Solid Waste &  
Hazardous  
Materials  
Divisions*

*Vector Control*



**PLACERVILLE  
OFFICE**

2850 Fairlane Ct.  
Building C  
Placerville, CA 95667

Ph. 530.621.5300  
Fax. 530.642.1531  
Fax. 530.626.7130

**SOUTH LAKE  
TAHOE OFFICE**

3368 Lake Tahoe Blvd.  
Ste 303  
South Lake Tahoe, CA  
96150

Ph. 530.573.3450  
Fax. 530.542.3364

□ **Fiscal Impact:**

Funding for the contract is available in the CSA #10 budget as adopted by the Board and the cost of the contract is fully funded by a grant from the California Integrated Waste Management Board.

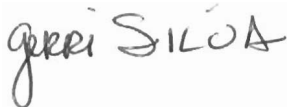
□ **Net County Cost:**

There is no cost to the General Fund.

□ **Action to be taken following Approval:**

Upon execution by the Chair, the Board Clerk's Office will forward copies of the Contract to Environmental Management for distribution, encumbrance, and administration.

Respectfully,

Handwritten signature of Gerri Silva in cursive script.

Gerri Silva, M.S., REHS  
Environmental Management Interim Director

s:\contracts\Waste Recovery West\#043-C-05-06

DATE 9/18/06

ATTORNEY Mike Cuccorai

Contract #: 043-C-05/06

# DEPT./INDEX NO. 424100 CONTRACT ROUTING SHEET

BY: ~~Date Prepared: 06/16/2006~~ 9/18/2006

Need Date: 10/03/2006

### PROCESSING DEPARTMENT:

Department: Environmental Mgmt  
Dept. Contact: Jan Hust  
Phone #: 7672  
Department  
Head Signature: Genevieve Silvus

### CONTRACTOR:

Name: Waste Recovery West  
Address: 372 Florin Road, Suite 276  
Sacramento, CA 95831-1407  
Phone: \_\_\_\_\_

### CONTRACTING DEPARTMENT: EMD Litter Abatement 424600

Service Requested: Review exhibit "E", Tire Disposal Contract  
Contract Term: Two Years Contract/Amendment Value: \_\_\_\_\_  
Compliance with Human Resources requirements? Yes:  No:   
Compliance verified by: \_\_\_\_\_

EL DORADO COUNTY COUNSEL  
2006 SEP 18 AM 10:22

### COUNTY COUNSEL: (Must approve all contracts and MOU's)

Approved:  Disapproved:  Date: 9/19/06 By: [Signature]  
Approved:  Disapproved:  Date: \_\_\_\_\_ By: \_\_\_\_\_

① Need to go back to BOS for approval. The change in Exhibit E affects the method of compensation of the Contractor. Original Contract also provide for "fuel surcharge". Contractor advised that to Exhibit E. Otherwise K O.K.  
[Signature]

### RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)

Approved:  Disapproved:  Date: 9/21/06 By: [Signature]  
Approved:  Disapproved:  Date: \_\_\_\_\_ By: \_\_\_\_\_

SEP 20 2006

### OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract).

Departments:  
Approved:  Disapproved:  Date: \_\_\_\_\_ By: \_\_\_\_\_  
Approved:  Disapproved:  Date: \_\_\_\_\_ By: \_\_\_\_\_



**Contract for Services  
No. 043-C-05/06-11  
Between the County of El Dorado  
And Waste Recovery West, Inc.**

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**THIS CONTRACT No. 043-C-05/06-11** made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), acting by and through County Service Area No. 10, a lawfully established County Service Area as defined by Government Code Section 25210 et seq., and Waste Recovery West, Inc., doing business as WRW, Inc., duly qualified to conduct business in the State of California, whose principal place of business is 372 Florin Rd., Suite 276, Sacramento, CA 95831-1407 (hereinafter referred to as "Contractor").

**WITNESSETH**

**WHEREAS**, County has been awarded Grant Agreement No. TR44-04-2, Local Government Public Education and Amnesty Day Grant, from the California Integrated Waste Management Board (hereinafter referred to as the "CIWMB") to implement a public education campaign on the proper care and maintenance of tires, the proper disposal of waste tires, and the beneficial uses of recycled waste tires and conducting tire amnesty programs; and

**WHEREAS**, Contractor has been engaged by County to provide assistance with the removal and disposal of tires for the tire amnesty program for the Environmental Management Department; and

**WHEREAS**, Contractor has represented to County that it is specially trained, experienced, expert and competent to perform the special services required hereunder and County has determined to rely upon such representations; and

**WHEREAS**, it is the intent of the parties hereto that such services are in conformity with all applicable federal, state and local laws; and

**WHEREAS**, it is the intent of the County to fund the specialized services from grant revenues realized by the County from the CIWMB.

**WHEREAS**, County has determined that the provisions of such services provided by Contractor are in the public's best interest, are more economically and feasibly performed by outside independent

Contractors as well as authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000;

**NOW, THEREFORE,** County and Contractor mutually agree as follows:

#### **ARTICLE I**

##### **Scope of Services:**

- A.** Contractor shall abide by all requirements in accordance with Exhibit "A, B, C & D" entitled "Terms and Conditions for Grant Agreement No. TR44-04-2" incorporated herein and made by reference a part hereof.
- B.** Contractor shall furnish 28 foot trailers, personnel, materials and services necessary to provide assistance with the removal and disposal of a combination of passenger, light truck, truck and tractor tires at specified Placerville location(s). County shall be responsible for deciding upon dates and location(s). County is not liable for the tires once Contractor has removed trailers from the specified location(s). Contractor shall diligently and expeditiously perform all necessary services to accomplish the above tasks.

#### **ARTICLE II**

**Term:** This Contract shall become effective when fully executed by both parties hereto and shall expire on April 30, 2007. Any commencement of performance prior to the approval of this Contract by the County shall be done so at the Contractor's own risk.

#### **ARTICLE III**

##### **Compensation for Services:**

- A.** For services provided herein, County agrees to pay Contractor monthly upon receipt of itemized invoices detailing a description of worked performed. Payment shall be made within forty-five days following County's receipt and approval of invoices. For the purposes hereof, the billing rate shall be that as set forth in Exhibit "E", attached hereto and incorporated herein by this reference.
- B.** As delineated on Exhibit "E," the total payment under this Contract to Contractor **SHALL NOT EXCEED** Twenty Three Thousand Four Hundred Thirty Seven Dollars and No/100 (\$23,437).

#### **ARTICLE IV**

**Changes to Contract:** This Contract may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

#### **ARTICLE V**

**Contractor to County:** It is understood that the services provided under this Contract shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Contract, Contractor shall act as Contractor only to County and shall not act as Contractor to any other individual or entity affected by this Contract nor provide information in any

manner to any party outside of this Contract that would conflict with Contractor's responsibilities to County during term hereof.

#### **ARTICLE VI**

**Assignment and Delegation:** Contractor is engaged by County for their unique qualifications and skills as well as those of their personnel. Contractor shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

#### **ARTICLE VII**

**Independent Contractor/Liability:** Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Contract. Contractor exclusively assumes responsibility for acts of its employees, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Contract during the course and scope of their employment.

Contractor shall be responsible for performing the work under this Contract in a safe, professional, skillful and a workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Contractor or its employees.

#### **ARTICLE VIII**

**Fiscal Considerations:** The parties to this Contract recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Contract to the contrary, County shall give notice of cancellation of this Contract in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget, which does not provide funding for this Contract. Upon the effective date of such notice, this Contract shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were agreed to be performed, pursuant to this paragraph in the sole discretion of the County, this Contract may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

The parties to this Contract recognize and acknowledge that funding for the payment of the services provided by Contractor under this contract is being provided through California Integrated Waste Management board 2004/2005 Local Government Tire Amnesty Day Grant program, Grant number TR44-04-2. In the event, County becomes aware that the Grant funding as described above will not

be supplied by CIWMB as set forth in Grant Agreement number TR44-04-2, County shall have the right to terminate this contract in accordance with Article IX.D.

## **ARTICLE IX**

### **Default, Termination, and Cancellation:**

- A. Default:** Upon the occurrence of any default of the provisions of this Contract, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended in the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date in which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Contract provision and shall demand that the party in default perform the provisions of this Contract within the applicable period of time. No such notice shall be deemed a termination of this Contract unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired.

- B. Bankruptcy:** This Contract, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.
- C. Ceasing Performance:** County may terminate this Contract in the event Contractor ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Contract.
- D. Termination or Cancellation without Cause:** County may terminate this Contract in whole or in part seven (7) calendar days upon written notice by County for any reason. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to Contractor, and for such other services, which County may agree to in writing as necessary for Contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the Contract. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise. In the event of termination for default, County reserves the right to take over and complete the work by Contract or by any other means.

## **ARTICLE X**

**Notice to Parties:** All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and registered. Notices to County shall be in duplicate and addressed as follows:

County of El Dorado  
Environmental Management Department  
Attn: Jeff Rusert, Supervising. REHS  
2850 Fairlane Court



Placerville, CA 95667

Or to such other location as the County directs.

Notices to Contractor shall be addressed as follows:

Attn: Arleen Grass / Richardo Soto  
WRW, Inc.  
372 Florin Road, Suite 276  
Sacramento, CA 95831-1407

Or to such other location as the Contractor directs.

#### **ARTICLE XI**

**Indemnity:** The Contractor shall defend, indemnify, and hold the County and State harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County and State employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Contractor's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County and State, the Contractor, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of the County and State, its officers and employees, or as expressly prohibited by statute. This duty of Contractor to indemnify and save County and State harmless includes the duties to defend set forth in California Civil Code Section 2778.

CONTRACTOR shall protect, defend, indemnify and hold harmless COUNTY, its board members, officers, directors, employees, agents, consultants, successors and assigns (hereinafter COUNTY) from and against all claims, demands, liabilities, causes of action, suits, legal or administrative proceedings for actual damages (including but not limited to special and consequential damages), natural resource damages, restitution, injuries, costs, response costs, remediation and removal costs, losses, debts, liens, interest fines, penalties, charges and expenses (including but not limited to attorneys' and expert witness fees and costs incurred in connection with defending against any of the foregoing or in enforcing this indemnity provision) of any kind whatsoever paid, incurred, suffered by, or asserted against the COUNTY which are claimed to or in any way arise out of or result from the CONTRACTOR's services, operations, or performance of this Agreement including but not limited to the collection, removal or disposal of a combination of passenger, light truck, truck and tractor tires, which may result in the release or threatened release of hazardous waste or hazardous substance into the environment, regardless of the existence or degree of fault or negligence on the part of the COUNTY, except for the sole or active negligence of the COUNTY. As used herein, the terms "hazardous waste" and "hazardous substance" shall coincide with the broadest definition thereof contained in any present or future federal or state law. The foregoing indemnity is intended to operate as an agreement pursuant to the Comprehensive Environmental Response and Liability Act (CERCLA), 42 U.S.C. Section 9607 (e) and California Health and Safety Code Section 25364, to defend, protect and hold harmless and indemnify COUNTY from liability. This provision shall survive the termination of any other agreement between the parties. The foregoing indemnity shall

not have any dollar limitation. The forgoing indemnity is for the exclusive benefit of the COUNTY and in no event shall the indemnity rights hereunder inure to the benefit of any third party.

## **ARTICLE XII**

**Insurance:** Contractor shall provide proof of a policy of insurance satisfactory to the El Dorado County Risk Manager and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A.** Full Worker's Compensation and Employer Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B.** Commercial General Liability Insurance of not less than One Million Dollars (\$1,000,000) combined a single limit per occurrence for bodily injury and property damage.
- C.** Automobile Liability Insurance of not less than One Million Dollars (\$1,000,000) is required in the event motor vehicles are used by the Contractor in the performance of the Contract.
- D.** In the event Contractor is a licensed professional, and is performing professional services under this Agreement, professional liability (for example, malpractice insurance) is required with a limit of liability of not less than One Million Dollars (\$1,000,000) per occurrence. For the purposes of this Agreement, professional liability is not required.
- E.** Contractor shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.
- F.** The insurance will be issued by an insurance company acceptable to the Risk Management Division, or be provided through a partial or total self-insurance likewise acceptable to the Risk Management Division.
- G.** Contractor agrees that the insurance required above shall be in effect at all times during the term of this Contract. In the event said insurance coverage expires at any time or times during the term of this Contract, Contractor agrees to provide at least thirty (30) days prior to a said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of a term of the Contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the Risk Management Division and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event.
- H.** The certificate of insurance must include the following provisions stating that:
  - 1. The insurer will not cancel the insures coverage without thirty (30) days prior written notice to County, and;
  - 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additionally insured, but only insofar as the operations under this

Contract are concerned. This provision shall apply to all liability policies except worker's compensation and professional liability insurance policies.

- I. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retention must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the County, its officers, officials, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Contract.
- N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Contract for not less than three (3) years following completion of performance of this Contract.
- O. Certificates of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with the Risk Management Division, as essential for protection of the County.

### **ARTICLE XIII**

**Interest of Public Official:** No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Contractor under this Contract shall participate in or attempt to influence any decision relating to this Contract which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Contract or the proceeds thereof.

### **ARTICLE XIV**

**Interest of Contractor:** Contractor covenants that Contractor presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other Contract connected with or directly affected by the services to be performed by this Contract; or, 2) any other entities connected with or directly affected by the services to be performed by this Contract. Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed by Contractor.

## **ARTICLE XV**

**Withholding (Form 730):** In accordance with changes in Internal Revenue Law, OASDI (Old Age, Survivors, & Disability Insurance) and income taxes may be withheld from any payments made under terms of this Agreement if Contractor falls under "Contract-Employee" category as determined by County prior to execution of Agreement.

## **ARTICLE XVI**

**California Residency (Form 590):** All independent Contractors providing services to the County must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certifying that they have a permanent place of business in California. The Contractor will be required to submit a Form 590 prior to execution of a Contract or County shall withhold seven (7) percent of each payment made to the Contractor during the term of the Contract. This requirement applies to any agreement/contract exceeding \$1,500.00.

## **ARTICLE XVII**

**Tax Payer Identification Number (Form W-9):** All independent Contractors or Corporations providing services to the County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

## **ARTICLE XVIII**

**Administrator:** The County Officer or employee with responsibility for administering this Contract is Jeff Rusert, Supervising. Environmental Health Specialist, Environmental Management Department, or their successor.

## **ARTICLE XIX**

**Authorized Signatures:** The parties to this Contract represent that the undersigned individuals executing this Contract on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

## **ARTICLE XX**

**Partial Invalidity:** If any provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

## **ARTICLE XXI**

**Federal, State and Local Laws and Regulations:** Contractor shall comply with all Federal, State and local laws and regulations and requirements, including CIWMB regulations and directives pertinent to its operations. Contractor shall abide by the guidance issued by the CIWMB, including any subsequent changes to State and Federal Law. Contractor shall abide by all requirements in accordance with Exhibit "A" marked "Grant Agreement No. TR17-01-5021. Contractor shall maintain current throughout the life of this Contract all permits, licenses, certificates and insurance which are necessary for the provision of contracted services. Contractor shall further comply with all laws applicable to fire, safety, health and sanitation. Contractor, where applicable, shall be licensed in accordance with the State laws and regulations.

## **ARTICLE XXII**

**Venue:** Any dispute resolution action rising out of this Contract, including, but not limited to, litigation, mediation or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California. Contractor waives any removal rights it might have under Code of Civil Procedure Section 394.

**ARTICLE XXIII**

**Entire Contract:** This document and the documents referred to herein or exhibit(s) hereto is the entire Contract between the parties and they incorporate or supersede all prior written or oral Contracts or understandings.

**REQUESTING DEPARTMENT CONCURRENCE:**

By: Gerri Silva Date: July 24, 2006  
Gerri Silva, M.S., REHS  
Environmental Management Interim Director

IN WITNESS THEREOF, the parties hereto have executed this Contract the day and year first below written.

**--COUNTY OF EL DORADO--**

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

**By:** \_\_\_\_\_  
**Chair**  
**Board of Supervisors**


**ATTEST:**

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

**By:** \_\_\_\_\_  
**, Clerk of the**  
**Board of Supervisors**

**--CONTRACTOR--**

**Dated:** 9/28/06  
**Waste Recovery West, Inc.**

**By:**   
**Mark Hope**  
**President California Operations**  
**"Contractor"**

**ATTEST:**

**Dated:** 9/28/06

**By:**   
**"Corporate Secretary"**