



**SPECIAL WASTE
DISPOSAL AGREEMENT**

Covanta 4Recovery, L.P. ("Covanta")
445 South Street
Morristown, NJ 07960

CUSTOMER INFORMATION

Company Name:	El Dorado Co. Sheriff's Office	Date of Agreement:	September 1, 2013
Company Address:	300 Fair Lane Placerville, CA 95667	Contact Name:	Barry Pauli
Company Phone #:	(530) 621-5709	Contact Title:	Sr. Property Evidence Tech.
Company Fax #:	(530) 295-2721	Contact Phone #:	(530) 621-5763
		Contact E-mail @:	paulib@edso.org

BILLING INFORMATION

Billing Address:	300 Fair Lane Placerville, CA 95667	Billing Contact:	Nancy Kennedy
Billing Phone #:	(530) 621-5658	Contact Phone #:	(530) 621-5658
Billing Fax #:	(530) 642-9473	Contact E-mail @:	kennedyn@edso.org

If all invoices will not be sent to this location, please attach a list of additional shipping locations with corresponding billing information as schedule 4 of this Agreement.

COVANTA FACILITY INFORMATION

- | | | | | | | | | | |
|--------------------------------------|--------------------------|--|--------------------------|--------------------------------------|--------------------------|---------------------------------------|--------------------------|---|--------------------------|
| Covanta Alexandria
Alexandria, VA | <input type="checkbox"/> | Covanta Hennepin
Minneapolis, MN | <input type="checkbox"/> | Covanta Lake
Okahumpka, FL | <input type="checkbox"/> | Covanta Onondaga
Jamesville, NY | <input type="checkbox"/> | Covanta Stanislaus
Cross Landing, CA | <input type="checkbox"/> |
| Covanta Chester
Chester, PA | <input type="checkbox"/> | Covanta Honolulu
Kapolei, HI | <input type="checkbox"/> | Covanta Lancaster
Marietta, PA | <input type="checkbox"/> | Covanta Pittsfield
Pittsfield, MA | <input type="checkbox"/> | Covanta WBH, LLC
Tulsa, OK | <input type="checkbox"/> |
| Covanta Fairfax
Lorton, VA | <input type="checkbox"/> | Covanta Huntington
East Northport, NY | <input type="checkbox"/> | Covanta Marion
Brooks, OR | <input type="checkbox"/> | Covanta SeConn
Preston, CT | <input type="checkbox"/> | Covanta Union
Rahway, NJ | <input type="checkbox"/> |
| Covanta Haverhill
Haverhill, MA | <input type="checkbox"/> | Covanta Huntsville
Huntsville, AL | <input type="checkbox"/> | Covanta Essex
Newark, NJ | <input type="checkbox"/> | Covanta SeMass
West Wareham,
MA | <input type="checkbox"/> | Covanta
Wallingford
Wallingford, CT | <input type="checkbox"/> |
| Covanta Hempstead
Westbury, NY | <input type="checkbox"/> | Covanta Indianapolis
Indianapolis, IN | <input type="checkbox"/> | Covanta Niagara
Niagara Falls, NY | <input type="checkbox"/> | Covanta Springfield
Agawam, MA | <input type="checkbox"/> | Covanta Warren
Oxford, NJ | <input type="checkbox"/> |

**Deliveries can be made to the facility as described in schedule 2.
Only facilities listed in your Special Waste approval letter will be permitted to accept Special Waste.**

COVANTA RESERVES THE RIGHT TO INTERRUPT DELIVERIES AT ANY TIME IN ITS SOLE DISCRETION.

PAYMENT: CUSTOMER SHALL MAKE PAYMENT UPON RECEIPT OF COVANTA'S STATEMENT AT THE ADDRESS SPECIFIED ON SUCH INVOICE. AMOUNTS OWED TO COVANTA MORE THAN THIRTY (30) DAYS AFTER INVOICE ISSUANCE SHALL ACCRUE INTEREST EACH DAY SUCH INVOICE IS NOT PAID AT 1% PER MONTH OR THE MAXIMUM RATE PERMITTED BY APPLICABLE LAW, WHICHEVER IS LESS; CUSTOMER SHALL ALSO PAY COVANTA'S REASONABLE INVESTIGATION COSTS AND ATTORNEY'S FEES. AT COVANTA'S OPTION, BASED ON THE RESULTS OF A CREDIT CHECK, COVANTA MAY REQUIRE, AND CUSTOMER SHALL PROVIDE AS SECURITY, AN ESCROW FUND OR A PAYMENT BOND SUFFICIENT TO COVER PROCESSING SPECIAL WASTE BROUGHT TO THE FACILITY BY CUSTOMER.

IN CONSIDERATION OF THEIR MUTUAL PROMISES MADE HEREIN, THE PARTIES AGREE TO THE TERMS OF THIS AGREEMENT, WHICH CONSTITUTE THE ENTIRE UNDERSTANDING AND CANCEL AND SUPERSEDE ALL PRIOR NEGOTIATIONS, UNDERSTANDINGS, AND AGREEMENTS CONCERNING COVANTA'S SERVICE. NO CHANGES TO THIS AGREEMENT WILL BE EFFECTIVE UNLESS IN WRITING AND SIGNED BY BOTH PARTIES HERETO. NO FAILURE BY EITHER PARTY TO INSIST ON PERFORMANCES SHALL OPERATE AS A WAIVER OF OTHER OR SUBSEQUENT BREACHES.

CUSTOMER

**COVANTA 4RECOVERY, L.P.
BY ITS GENERAL PARTNER,
COVANTA 4RECOVERY, LLC**

Authorized Signature & Title
Phil Dold, Sheriff's Support Services Manager
Contract Administrator

Authorized Signature & Title

PLEASE SEND TWO SIGNED ORIGINALS TO COVANTA AT THE ABOVE ADDRESS

TERMS AND CONDITIONS OF DISPOSAL SERVICES AGREEMENT

1. CUSTOMER SHALL DELIVER, AND COVANTA SHALL RECEIVE AND DISPOSE OF, CUSTOMER'S SPECIAL WASTE WHICH HAS BEEN APPROVED FOR DELIVERY BY COVANTA UNDER AN APPROVAL LETTER, AS DEFINED IN PARAGRAPH 2, BELOW. SPECIAL WASTE DOES NOT INCLUDE UNACCEPTABLE WASTE OR HAZARDOUS WASTE. HAZARDOUS WASTE SHALL MEAN ANY WASTE WHICH IS LISTED, HAS THE CHARACTERISTICS OF, OR IS OTHERWISE IDENTIFIED AS A HAZARDOUS WASTE OR SUBJECT WASTE UNDER APPLICABLE STATE OR FEDERAL LAWS OR REGULATIONS, INCLUDING WITHOUT LIMITATION THE RESOURCE CONSERVATION AND RECOVERY ACT OF 1976 (42 U.S.C. ET SEQ. AND THE REGULATIONS PROMULGATED THEREUNDER). UNACCEPTABLE WASTE SHALL MEAN: ANY NON-HAZARDOUS WASTE WHICH IS NOT PERMITTED TO BE PROCESSED AT A FACILITY UNDER APPLICABLE LAWS OR PERMITS; SOURCE, SPECIAL NUCLEAR OR BY-PRODUCT MATERIAL AS DEFINED BY THE ATOMIC ENERGY ACT OF 1954 AND THE REGULATIONS THEREUNDER; ASBESTOS-CONTAINING WASTE; MERCURY-CONTAINING WASTE; AND ANY WASTE DELIVERED BY CUSTOMER WHICH IS NOT APPROVED BY COVANTA FOR DELIVERY UNDER AN APPROVAL LETTER OR WHICH DOES NOT CONFORM TO THE INFORMATION PROVIDED TO COVANTA BY CUSTOMER WITH RESPECT TO SUCH WASTE. COVANTA SHALL BE ENTITLED TO REJECT ANY AND ALL WASTE WHICH IS NOT SPECIAL WASTE. COVANTA SHALL HAVE THE RIGHT TO INSPECT THE CONTENTS OF ANY VEHICLE. AT COVANTA'S REQUEST, CUSTOMER SHALL PROMPTLY CONTAIN, CLEAN UP AND REMOVE IN ACCORDANCE WITH APPLICABLE LAWS ANY UNACCEPTABLE WASTE OR HAZARDOUS WASTE IT DELIVERS TO THE FACILITY. IF CUSTOMER DOES NOT IMMEDIATELY UNDERTAKE SUCH ACTIONS, COVANTA MAY UNDERTAKE THEM AT CUSTOMER'S EXPENSE AND AS CUSTOMER'S AGENT. ALL COSTS, EXPENSES, FINES AND PENALTIES IN CONNECTION WITH SUCH HAZARDOUS OR UNACCEPTABLE WASTE SHALL BE PAID BY CUSTOMER. A SURCHARGE OF \$500.00 PER LOAD WILL BE CHARGED BY COVANTA AND PAID BY CUSTOMER FOR ANY LOADS WHICH UPON INSPECTION, ARE FOUND TO CONTAIN HAZARDOUS OR UNACCEPTABLE WASTE. IN ADDITION, IN THE EVENT OF A SPILL OR RELEASE OF WASTE DELIVERED BY CUSTOMER WHILE SUCH WASTE IS IN CUSTOMER'S CONTROL, CUSTOMER SHALL CONTAIN AND CLEAN UP THE SPILL OR RELEASE IN ACCORDANCE WITH APPLICABLE LAWS AND COVANTA GUIDELINES, AND SHALL REIMBURSE COVANTA FOR ALL COSTS, EXPENSES, FINES AND PENALTIES IN CONNECTION WITH SUCH SPILL OR RELEASE. SPECIAL WASTE DELIVERED BY A CARRIER WHICH HAS CONTRACTED WITH COVANTA OR CUSTOMER FOR DELIVERY IS DEEMED TO HAVE BEEN DELIVERED BY THE CUSTOMER FOR THE PURPOSES OF THIS AGREEMENT.
2. CUSTOMER SHALL, IN ADDITION TO ANY LABELING, PACKAGING, MARKETING, MANIFEST OR OTHER SUCH DOCUMENTATION REQUIRED BY LAW, PROVIDE COVANTA IN ADVANCE, WITH A DETAILED WRITTEN PHYSICAL AND CHEMICAL DESCRIPTION OR ANALYSIS OF THE SPECIAL WASTE, INCLUDING A LISTING OF UNIQUE CHEMICAL CHARACTERISTICS AND SAFETY PROCEDURES, IF SUCH EXISTS, THAT WOULD BE OF MATERIAL SIGNIFICANCE TO THE HANDLING OF SUCH SPECIAL WASTE (A "MATERIAL CHARACTERIZATION FORM" OR "MCF"). WHERE REQUESTED BY COVANTA, A REPRESENTATIVE SAMPLE OF THE WASTE SHALL BE PROVIDED. CUSTOMER SHALL PROMPTLY FURNISH TO COVANTA ANY INFORMATION REGARDING KNOWN, SUSPECTED, OR PLANNED CHANGES IN COMPOSITION IN SUCH SPECIAL WASTE AND CUSTOMER SHALL ACCORDINGLY UPDATE THE MCF. CUSTOMER WARRANTS THAT ALL SPECIAL WASTE SPECIFIED IN THE MCF AND DELIVERED TO COVANTA SHALL CONFORM TO THE DESCRIPTION SET FORTH ON THE MCF AND THAT THE CONTENTS OF EACH CONTAINER DELIVERED WILL BE ACCURATELY AND CLEARLY SET FORTH ON A LABEL AFFIXED TO THE OUTSIDE. IF COVANTA AGREES THAT IT WILL ACCEPT THE WASTE DESCRIBED IN THE MCF, IT WILL ISSUE A WASTE APPROVAL LETTER, THE FORM OF WHICH IS ATTACHED AS SCHEDULE 1. THE WASTE APPROVAL LETTER WILL SPECIFY THE FACILITY OR FACILITIES TO WHICH THE WASTE WILL BE DELIVERED AND THE PRICING FOR DISPOSAL OF THE WASTE. ON EACH JANUARY 1ST DURING THE TERM OF THIS AGREEMENT, THE DISPOSAL PRICE SHALL BE SUBJECT TO AN INCREASE FROM THE PRECEDING YEAR'S RATE BY A PERCENTAGE POSITIVE INCREASE, IF ANY, IN THE CONSUMER PRICE INDEX, FOR ALL URBAN CONSUMERS, PUBLISHED BY THE U.S. DEPARTMENT OF LABOR, BUREAU OF STATISTICS FROM THE PRECEDING YEAR. IF CUSTOMER REQUESTS COVANTA TRANSPORTATION SERVICES, COVANTA WILL ISSUE A TRANSPORTATION QUOTE ACKNOWLEDGEMENT FORM AS CONFIRMATION OF THE CURRENT TRANSPORTATION RATE, THE FORM OF WHICH IS ATTACHED AS SCHEDULE 3. TRANSPORTATION SERVICES WILL NOT BE PROVIDED UNTIL THE TRANSPORTATION QUOTE ACKNOWLEDGEMENT FORM HAS BEEN SIGNED BY THE CUSTOMER AND RECEIVED BY COVANTA.
3. EACH PARTY (THE "INDEMNITOR") HERETO SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY AND ITS RESPECTIVE PARTNERS, AND PARENTS, SUBSIDIARIES, AND AFFILIATES, AND, IN THE CASE OF COVANTA, ITS CLIENT COMMUNITIES (AN "INDEMNIFIED PARTY"), FROM AND AGAINST ANY AND ALL COSTS, LOSSES, DAMAGE, SUITS, LIABILITY AND EXPENSES (INCLUDING, BUT NOT LIMITED TO, REASONABLE INVESTIGATION AND LEGAL EXPENSES) ARISING OUT OF ANY CLAIM FOR LOSS OF OR DAMAGE TO PROPERTY, AND INJURIES TO OR DEATH OF PERSONS, INCLUDING INDEMNIFIED PARTY'S EMPLOYEES, CAUSED BY OR RESULTING FROM THE BREACH OF THIS AGREEMENT OR APPLICABLE LAW, NEGLIGENCE OR WILLFUL MISCONDUCT OF THE INDEMNITOR, ITS EMPLOYEES, HAULERS, CONTRACTORS, SUBCONTRACTORS OR AGENTS OR THEIR DELIVERY TO THE FACILITY OF WASTE EXCLUDED FROM THE DEFINITION OF SPECIAL WASTE IN ARTICLE 1. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY, OR IN ANY OTHER CAUSE OF ACTION WHATSOEVER. SAID DUTIES TO INDEMNIFY, DEFEND AND HOLD HARMLESS SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.
4. THE PARTIES SHALL COMPLY WITH ALL APPLICABLE LOCAL, STATE AND FEDERAL LAWS IN CONNECTION WITH ITS PERFORMANCE OF AND ACTIVITIES IN CONNECTION WITH THIS AGREEMENT. EXCEPT FOR THE OBLIGATION TO PAY FOR SERVICES RENDERED, NO PARTIES HERETO SHALL BE LIABLE FOR ITS FAILURE TO PERFORM HEREUNDER DUE TO EVENTS BEYOND ITS REASONABLE CONTROL, INCLUDING, BUT NOT LIMITED TO, STRIKES, RIOTS, WAR, FIRE, OR ACTS OF GOD, HEREIN CALLED "EVENTS OF FORCE MAJEURE." THE FINANCIAL INABILITY TO PERFORM OF A PARTY IS NOT AN EVENT OF FORCE MAJEURE.
5. EACH PARTY SHALL MAINTAIN, AND FURNISH TO THE OTHER, UPON REQUEST, CERTIFICATES ATTESTING TO THE EXISTENCE OF, WORKERS' COMPENSATION INSURANCE PROVIDING STATUTORY BENEFITS, EMPLOYER'S LIABILITY INSURANCE WITH POLICY LIMITS OF NOT LESS THAN \$1,000,000, AUTOMOBILE AND COMMERCIAL GENERAL LIABILITY INSURANCE WITH POLICY LIMITS OF NOT LESS THAN \$2,000,000 EACH OCCURRENCE FOR BODILY INJURY OR DEATH AND \$2,000,000 EACH OCCURRENCE FOR PROPERTY DAMAGE LIABILITY, AND POLLUTION LIABILITY INSURANCE HAVING A MINIMUM LIMIT OF \$2,000,000 PER OCCURRENCE. EACH SUCH CERTIFICATE SHALL CONTAIN A STATEMENT OF THE INSURER'S OBLIGATION TO NOTIFY THE OTHER PARTY AT LEAST 30 DAYS PRIOR TO CANCELLATION OF ANY POLICY COVERED THEREUNDER. EACH PARTY SHALL CAUSE THE AFORESAID LIABILITY POLICIES (WITH THE EXCEPTION OF WORKERS COMPENSATION AND POLLUTION LIABILITY) TO BE DULY AND PROPERLY ENDORSED BY ITS INSURANCE UNDERWRITERS AS FOLLOWS: A) TO PROVIDE AN ENDORSEMENT NAMING AS ADDITIONAL INSURED, AND WAIVING SUBROGATION IN FAVOR OF, THE INDEMNIFIED PARTIES; B) TO CONTAIN A STANDARD CROSS LIABILITY AND SEVERABILITY CLAUSE; C) TO PROVIDE THAT SAID INSURANCE SHALL BE PRIMARY IN ALL INSTANCES WITH RESPECT TO COVANTA'S INSURANCE, WHICH SHALL BE SECONDARY AND NON-CONTRIBUTING AT ALL TIMES; AND D) TO PROVIDE CONTRACTUAL LIABILITY COVERAGE.
6. THIS AGREEMENT MAY BE TERMINATED BY EITHER PARTY UPON 30 DAYS' WRITTEN NOTICE. ANY OBLIGATION OF ANY PARTY FOR THE PAYMENT OF MONEY WHICH AROSE PRIOR TO THE DATE OF TERMINATION SHALL SURVIVE TERMINATION. CUSTOMER SHALL NOT ASSIGN THIS AGREEMENT WITHOUT COVANTA'S WRITTEN CONSENT.
7. THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.
8. ALL SCHEDULES REFERENCED ABOVE AND ATTACHED HERETO MAY BE FOUND AT WWW.COVANTA4RECOVERY.COM



**DO YOU HAVE EVIDENCE THAT REQUIRES
SECURE DESTRUCTION?**

Covanta Stanislaus, Inc. provides secure, waste-to-energy disposal for Non-hazardous materials including:

- Confiscated Goods
- Weapons (no ammunition)
- Drugs – Seized Narcotics, Marijuana, DEA Schedules I through V
- Confidential Documents – Court Records, Case Files, Computer Discs

We guarantee your materials will be combusted and the energy value recovered into electricity at our facility in Crows Landing, California (just south of Tracy on I-5), Covanta Stanislaus, Inc.

- * No waiting with appointment
- * Strict environmental compliance
- * Confidentiality and security
- * Witness Destruction
- * More than 10 years experience
- * Recycling through energy recovery

**GUARANTEED SECURE SOLUTIONS
At Competitive Prices**

* Confidential documents	\$ 320 per ton
* Controlled substances	\$1,598 per ton
* Marijuana	\$1,065 per ton
* Evidence/Firearms	\$ 533 per ton
* Minimum charge	\$ 150 per load

For more information please call:

COVANTA Stanislaus, Inc.

Formerly Ogden Martin Systems of Stanislaus

Tel: 209-837-4423

Fax: 209-837-4604