

**AGREEMENT AMONG CONTRA COSTA COUNTY,  
BETHEL ISLAND MUNICIPAL IMPROVEMENT DISTRICT, AND  
MT. DIABLO RESOURCES RECOVERY, LLC, RELATED TO A  
“BETHEL ISLAND COMMUNITY CLEAN-UP” EVENT**

This Agreement (“**Agreement**”) is entered into as of October 15, 2026, (“**Effective Date**”) by and among Contra Costa County, a political subdivision of the State of California (“**County**”), the Bethel Island Municipal Improvement District, a Special District of the State of California (“**BIMID**”), and Mt. Diablo Resources Recovery, LLC, a California limited liability company (“**MDRR**”). The County, BIMID, and MDRR are sometimes referred to herein together as the “**Parties**,” and each individually as a “**Party**.”

RECITALS

- A. Historically, the County, including its District 3 County Supervisor’s Office, (“**Supervisor’s Office**”) the Bethel Island Municipal Advisory Council (“**BIMAC**”), BIMID, and MDRR have cooperated to host annual “Bethel Island Community Clean-Up” events. MDRR provides solid waste disposal and recycling services to local communities through a franchise agreement with the County, including within the Bethel Island area.
- B. The County desires to continue cooperating with BIMID and MDRR to host a similar event on October 17, 2026, (the “**Event**”) for the benefit of the Bethel Island community. The Event will be sponsored, in part, by the Supervisor’s Office.
- C. BIMID owns real property in the unincorporated Bethel Island area and is willing to make certain property available for the Event. Although BIMID may decide not to participate in future events, BIMID currently plans to allow the County and MDRR to use BIMID property for future events, under terms of a written agreement, which may include using this form of agreement. The Parties acknowledge that the planned event and future events provide a benefit to the community.

AGREEMENT

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

1. **Term; Termination.** The term of this Agreement (“**Term**”) shall commence on the Effective Date and it expires at 11:59 p.m. on October 18, 2026; provided, however, that any Party may terminate this Agreement prior to the start of the Event upon 30 days’ advance written notice to the other Parties.
2. **Property; Scope of Use.** BIMID hereby grants to the County a non-exclusive right to occupy and use that certain BIMID-owned real property commonly identified as Assessor’s Parcel Number 029-040-011 (“**Property**”) for staging the Event, holding the

Event, and cleaning up after the Event, all in accordance with the terms of this Agreement. The County, including the Supervisor's Office and BIMAC, and MDRR, and their respective officers, employees, agents, representatives, and volunteers, (collectively, the "Event Partners") may occupy and use the Property during the Term of this Agreement to set up for the Event, hold the Event, and clean-up the Property after the Event, including: the bringing of personnel and vehicles upon, over, and across the Property; placing debris boxes and containers on the Property; allowing members of the public to drop off garbage and debris; removing debris boxes and containers from the Property; and restoring the Property substantially to the condition it was in prior to the Event.

### 3. Terms of Use.

- a. MDRR shall be responsible for the placement and removal of debris boxes and containers. Following the Event, MDRR shall be responsible for removing all debris boxes and containers from the Property. The County shall be responsible for otherwise cleaning up the Property so that it is left in substantially the same condition as prior to the Event, and, in no instance, shall the County or any Event Partners leave the Property in substantially worse shape than prior to the Event due to garbage, debris, materials or damage connected with the Event.
- b. During the Event, the County and the other Event Partners shall be responsible for the set-up, operation, oversight, control, and clean-up of the Event, including the routing of traffic onsite.
- c. To the extent allowed by law, the County may limit access to the Event to those persons with current MDRR accounts. MDRR account holder participation in the Event will be coordinated by the Supervisor's Office.
- d. No equipment shall be used on the Property to load or unload garbage, debris, or other material from any vehicles. MDRR vehicles and equipment may be used on the Property to load and unload debris boxes.

### 4. Indemnification; Release from Liability.

- a. Indemnity by the County. As consideration for the use of the Property for the Event, the County shall indemnify, defend, and hold harmless BIMID, its officers, employees, agents, representatives, and volunteers ("BIMID Indemnitees") from any and all claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, damages, penalties, expenses, and costs of any kind, whether actual, alleged, or threatened, including legal counsel's fees and costs, court costs, interest, defense costs, expert witness fees, and attorney's fee awards for injury, death or damage to any person or property arising out of the Event, including but not limited to Event set-up and clean-up, (collectively, "Event Liabilities") except to the extent that any Event Liabilities arise from the sole negligence or sole willful misconduct of any BIMID Indemnitees.

b. Indemnity by MDRR. Notwithstanding anything to the contrary in Section 4(a), MDRR shall indemnify, defend, and hold harmless the County, its Supervisors Office, BIMAC, officers, employees, agents, representatives, and volunteers ("County Indemnitees") from any and all Event Liabilities that arise, in whole or in part, from the negligence or willful misconduct of MDRR, or any of its officers, employees, agents, affiliates, contractors, and representatives ("MDRR Parties"). MDRR's obligations in this Section 4(b) are in addition to any indemnity obligations it may have under its franchise agreement with the County.

c. MDRR's Release. MDRR hereby releases and discharges the BIMID Indemnitees and the County Indemnitees (collectively, for purposes of this Section 4(c), the "Released Parties") from any and all claims, demands, causes of action, obligations, damages, and liabilities, which MDRR now has or could assert in any manner related to or arising from any damage to or loss of any vehicles, debris boxes, or containers placed on the Property in connection with the Event. MDRR knowingly waives the right to make any claim against the Released Parties for such damages and expressly waives all rights provided by section 1542 of the California Civil Code, which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

d. Survival. This Section 4 shall survive the termination or expiration of this Agreement.

5. Notices. All notices shall be in writing and shall be delivered in any of the following ways: (a) by personal delivery during usual business hours at the principal office of the receiving Party; or (b) by deposit in the United States mail, with First Class postage prepaid, and addressed to the receiving Party at its principal office; or (c) by deposit with an overnight carrier for next business day delivery to the receiving Party at its principal office, with all delivery charges prepaid. However, all routine correspondence or other writings in the course of scheduling or coordinating the Event and Event-related activities may be exchanged between or among Parties by email. None of the following may be exchanged by email: a notice of termination of the Agreement; a notice given pursuant to Section 4; a notice changing a party's principal office under this Section. The Parties' principal offices for purposes of this Agreement are as follows:

County, District 3 Supervisor's Office & BIMAC:

Contra Costa County  
c/o District 3 Supervisor's Office  
Attn: Deputy Chief of Staff  
3361 Walnut Boulevard, Suite 140  
Brentwood, CA 94513  
Email: [Supervisor\\_Burgis@bos.cccounty.us](mailto:Supervisor_Burgis@bos.cccounty.us)

BIMID

Bethel Island Municipal Improvement District  
Attn: District Manager  
P.O. Box 244  
3085 Stone Road  
Bethel Island, CA 94511  
Email: [bimid@bimid.com](mailto:bimid@bimid.com)

MDRR

Mount Diablo Resource Recovery, LLC.  
Attn: Community Relations & Governmental Affairs Manager  
4080 Mallard Drive  
Concord, CA 94520  
Email: [Sarah.Davis@mdrr.com](mailto:Sarah.Davis@mdrr.com)

Delivery of notice pursuant to this Section shall be deemed complete on the day of delivery by personal delivery (or email when allowed) or on the third day following the postmark date if deposited in the United States Mail, or on the next business day following the date the notice is deposited with an overnight carrier for next business day delivery. A Party may change its principal office address by delivering written notice to the other Party at least five days before the change in address becomes effective. When a notice is required to be given in a manner other than by email, the Parties will endeavor to send a courtesy copy of the notice by email.

6. **Governing Law.** This Agreement shall be construed in accordance with and governed by laws of the State of California.
7. **Entire Agreement; Amendment.** This Agreement represents the entire and integrated agreement between the Parties as to the subject matter referenced herein. This Agreement may be amended in a writing executed by the Parties following approval by the Parties' governing bodies.
8. **Severability.** No provision of this Agreement shall be interpreted to require any unlawful action by any Party. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, then the meaning of that term or portion of this Agreement shall be construed so as to render it enforceable to the extent feasible.

9. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and, when taken together with all other signed counterpart, shall constitute one and the same instrument.
10. **No Joint Venture.** Each Party to this Agreement will act on its own behalf and exercise its own discretion for all purposes under this Agreement. This Agreement shall not be construed to create the relationship between the Parties of agent, employee, partnership, joint venture, association, or other relationship of direction or control of one Party by any other Party.
11. **Compliance with Laws.** In the performance of this Agreement, the Parties shall observe and comply with all applicable federal, state, and local laws and regulations, including but not limited to those relating to licensing, employment, and purchasing practices, and wages, hours, and conditions of employment, including those relating to nondiscrimination.
12. **No Third-Party Beneficiaries.** This Agreement is only for the benefit of the Parties as public entities and shall not be construed as or deemed to operate as an agreement for the benefit of any third party or third parties. No person or entity other than the Parties shall have any right of action or obtain any right to benefits or position of any kind for any reason whatsoever.


[Remainder of page left blank. Signatures on next page.]

The Parties have executed this Agreement as of the Effective Date first written above.

**CONTRA COSTA COUNTY**

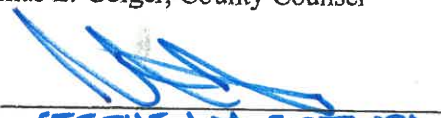
**BETHEL ISLAND MUNICIPAL  
IMPROVEMENT DISTRICT**

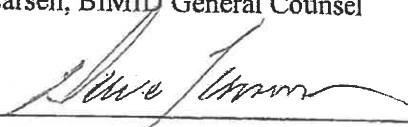
By: \_\_\_\_\_

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

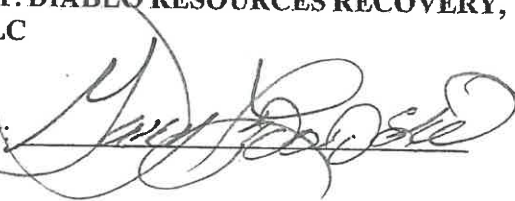
Approved as to form:  
Thomas L. Geiger, County Counsel

Approved as to form:  
Dave Larsen, BIMID General Counsel


By:  \_\_\_\_\_  
**STEPHEN M. SIFTRON**  
**ASSISTANT COUNTY COUNSEL**

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

**MT. DIABLO RESOURCES RECOVERY,  
LLC**

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

Approved as to form:

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