



Contract Number
09-609-A7

SAP Number

Public Works

Department Contract Representative	Kevin Blakeslee, Director
Telephone Number	(909) 387-7906
Contractor	Empire Disposal
Contractor Representative	Tracy A. Sweeney
Telephone Number	(909) 429-4200
Contract Term	Evergreen- Rolling 8 years
Original Contract Amount	
Amendment Amount	
Total Contract Amount	
Cost Center	

Briefly describe the general nature of the contract: Amendment No. 7, dated October 8, 2019 to Agreement No. 09-609, dated June 16, 2009, between the County of San Bernardino and Empire Disposal for the collection and transportation of solid waste and other services in County Franchise Area 12.

FOR COUNTY USE ONLY

Approved as to Legal Form

► Julie Surber
Julie Surber, Principal Assistant County Counsel

Date 9/30/19

Reviewed for Contract Compliance

► Mohammad Ali
Mohammad Ali, P.E.

Date 10-1-19

Reviewed/Approved by Department

► Kevin Blakeslee
Kevin Blakeslee, Director

Date 10/3/19

**AMENDMENT NO. 7
TO AGREEMENT NO. 09-609, DATED JUNE 16, 2009, BETWEEN
THE COUNTY OF SAN BERNARDINO AND EMPIRE DISPOSAL
FOR THE COLLECTION OF SOLID WASTE AND OTHER SERVICES
IN COUNTY FRANCHISE AREA 12**

WHEREAS, on June 16, 2009 (Item No. 92) the Board of Supervisors ("Board") approved County Contract No. 09-609 with *EMPIRE DISPOSAL* ("Grantee") to provide for the collection and transportation of solid waste and other services;

WHEREAS, on November 6, 2012 (Item No. 96), the Board approved Amendment No. 1 to the Franchise Agreement which amended Section 13.2 to clarify the methodology for the calculation of rates/Cost of Living Adjustment (COLA), allowed adjustments to be made in accordance with Section 13.2 when calculated in error, and updated the Exhibit "E" which sets the current rates for the franchise area;

WHEREAS, on June 18, 2013 (Item No. 70) the Board approved Amendment No. 2 to the Franchise Agreement which amended Section 4. Term;

WHEREAS, on November 19, 2013 (Item No. 35) the Board approved Amendment No. 3 to the Franchise Agreement which amended Section 4. Term;

WHEREAS, on November 18, 2014 (Item No. 71) the Board approved Amendment No. 4 to the Franchise Agreement amending various Sections including Section 4. Term, Section 13.1 Compensation, and Section 13.2 Adjustment to Total Rate – Residential, Commercial and Roll-Off Service, and made other changes to the Franchise Agreement;

WHEREAS, on May 24, 2016 (Item No. 116) the Board approved Amendment No. 5 to the Franchise Agreement to allow for a pilot study utilizing bear resistant containers in the Angelus Oaks area;

WHEREAS, on July 11, 2017 (Item No. 50) the Board approved Amendment No. 6 to the Franchise Agreement including Exhibit "A-1" and Exhibit E to include bear resistant containers and smaller refuse containers to customers; and

WHEREAS, the County and Grantee desire to amend Exhibit A-Provided Services and Exhibit E-Rates to include a Fee Waiver Program in County Franchise Area 12, Zone A – Mentone/Oak Glen and Zone C – Unincorporated area near Redlands for homes that are infrequently occupied or are vacant during various months throughout the year.

NOW THEREFORE, the Franchise Agreement is amended as follows:

1. Exhibit A-Provided Services, is amended to add the following:

EXHIBIT A-PROVIDED SERVICES

G. Fee Waiver Program

- (1) The Grantee will administer a Fee Waiver Program in County Franchise Area 12 – Zone A (Mentone/Oak Glen) and Zone C (unincorporated area near Redlands) designed for infrequently occupied homes or homes that are vacant during various months throughout the year. The program will be based on an annual review of Grantee customer's prior year of monthly electric bills.
- (2) Customers requesting a fee waiver will be required to provide the Grantee with monthly electric bills from the prior calendar year that show average daily use of 6.00 kwh or less for each qualifying month ("qualified month electric bill"). The Grantee will review all of the submitted customer's electric bills to confirm that they are at or below the maximum usage of 6.00 kwh average daily use for each individual month. Any qualifying month electric bills (for the prior calendar year) need to be submitted to the Grantee for review between January 1 and February 28 (or February 29 on leap years). No electric bills will be accepted for review after the last day of February for the prior calendar year.
- (3) For each month the customer submits a qualified month electric bill, the Grantee will issue a credit towards the current year's trash bill, or a refund for fees previously paid. Unless the customer specifically requests otherwise, the amount will be credited to the account as opposed to a refund.
- (4) In order to qualify for a fee waiver, the customer's account must be current and reflect a zero balance at the end of December of the year prior to the year during which the customer is applying for the fee waiver. For example, if today is February 1, 2021, and a customer turns in qualified monthly electric bills for January through December of 2020, the bill that the Grantee sends out at the end of December 2020, for the months of January, February and March of 2021 for the upcoming year, cannot include any past due amounts.
- (5) Grantee and County will jointly develop an application form. Customers must complete and submit to Grantee the application form, qualified month electric bills, and a non-refundable Fee Waiver Program Annual Application Fee prior to review by Grantee for application of the fee waiver program. The non-refundable Fee Waiver Program Annual Application Fee is required to be paid by customers applying for the Fee Waiver Program, regardless of whether the fee waiver is approved or denied and regardless of the number of months a fee waiver is granted. Grantee will respond in writing to each customer applying for the Fee Waiver Program.
- (6) Grantee will implement the Fee Waiver Program beginning with qualified monthly electric bills from July 1, 2019 through December 31, 2019, with a review period of January 1, 2020 through February 29, 2020. For this first review period, the maximum number of months a customer may receive a credit or refund will be six months from July 1, 2019 through December 31, 2019. All subsequent review periods will allow for a maximum of 12 months per year a customer may receive a credit or refund following each January 1 through February 28 or 29 review period.
- (7) Grantee will notify all residential customers of the Fee Waiver Program within 30 days of Board approval of this Franchise Agreement Amendment and shall post information, including the application form, regarding the Fee Waiver Program on Grantee's website. Thereafter, Grantee will provide at least annual notification to all residential customers of the Fee Waiver Program.

(8) Customers may not qualify for the Fee Waiver Program during any month the customer utilizes the Clean Mountain Sites or curbside waste/recycling collections programs.

2. Exhibit E – Rates, for County Franchise Area – Zones A and C is amended to add the following rate:

The initial (January 1, 2020 through February 28, 2020) Fee Waiver Program Annual Application Fee will be \$27.50, payable to Grantee by customer's applying for the Fee Waiver Program. The Fee Waiver Program Annual Application Fee will be adjusted by the annual COLA as described in the Franchise Agreement.

3. Except as amended herein, all other terms and conditions of the Franchise Agreement shall remain in effect.

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

COUNTY OF SAN BERNARDINO


Curt Hagman, Chair, Board of Supervisors

Dated: OCT 08 2019

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 Jennifer Chuna
Deputy

EMPIRE DISPOSAL

(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: 9/30/19

Address: 9890 Cherry Ave

Fontana, Ca. 92335