



Contract Number

16-504 A2

SAP Number

Real Estate Services Department

Department Contract Representative	Terry W. Thompson, Director
Telephone Number	(909) 387-5000
Contractor	Burr Group, Inc.
Contractor Representative	Tracey Sweeney
Telephone Number	(909) 429-4200
Contract Term	7/1/2016 – 6/30/2031
Original Contract Amount	\$107,520.00
Amendment Amount	\$70,080.00
Total Contract Amount	\$177,600.00
Cost Center	6702004250
GRC/PROJ/JOB No.	69002939
Internal Order No.	
Grant Number (if applicable)	

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County (“COUNTY”), as landlord, and Burr Group Inc. (“LICENSEE”), entered into License Agreement, Contract No. 16-504 dated June 28, 2016, as amended on May 18, 2021 (the “First Extended Term”), (Collectively, “the License”) wherein COUNTY agreed to license certain premises of approximately 21,780 square feet of land located within the COUNTY’s Crestline Yard in Crestline, as more specifically set forth in the License, (Assessor Parcel No. 0344-061-11) in Crestline, CA; and

WHEREAS, the COUNTY and LICENSEE desire to extend the License for five (5) years starting July 1, 2026 and expiring June 30, 2031, to serve a public health, social and financial purpose.

NOW, THEREFORE, in consideration of the mutual covenants and conditions, the parties hereto agree that the License is amended as follows:

1. Effective July 1, 2026, DELETE in its entirety the existing **Paragraph 2, TERM**, and substitute therefore the following as a new **Paragraph 2, TERM**:

2. **TERM:** The term of this License shall be extended five (5) years, from July 1, 2026 through June 30, 2031 (the “Second Extended Term”).

2. Effective July 1, 2026, DELETE in its entirety the existing **Paragraph 4, LICENSE FEES**, and SUBSTITUTE therefore the following as a new **Paragraph 4, LICENSEE FEES**:

4. **LICENSE FEES:**

A. The LICENSEE agrees to pay the COUNTY the License fee of One Thousand One Hundred Dollars (\$1,100.00) per month, which license fee shall increase annually on the anniversary of the commencement date of this License by three percent (3%), rounded up or down to the nearly whole dollar, over the license fee paid for the immediately prior year as more specifically set forth below. All fees are due in advance on the first day of each month, commencing when the Initial Term commences, continuing during the Initial Term. The license fees for the Initial Term are as follows:

July 1, 2026 through June 30, 2027 – monthly fee payments of \$1,100.00
July 1, 2027 through June 30, 2028 – monthly fee payments of \$1,133.00
July 1, 2028 through June 30, 2029 – monthly fee payments of \$1,167.00
July 1, 2029 through June 30, 2030 – monthly fee payments of \$1,202.00
July 1, 2030 through June 30, 2031 – monthly fee payments of \$1,238.00

Remit Monthly License fee direct to:

San Bernardino County
Solid Waste Management Division
Department of Public Works
222 W. Hospitality Lane, 2nd Floor
San Bernardino, CA 92415-0017
Attn: Fiscal Services

B. If any License fee or other sums under this License is not paid when due and payable, LICENSEE shall pay to COUNTY an additional Twenty-Five and 00/100 Dollars (\$25.00) for each overdue License Fee or other sums as an administrative processing charge. The parties agree that this administrative charge represents a fair and reasonable estimate of the costs that COUNTY will incur by reason of late payment by LICENSEE. Acceptance of any administrative charge shall not constitute a waiver of LICENSEE's default with respect to the overdue License fee or other sums or prevent COUNTY from exercising any of the other rights and remedies available to COUNTY.

3. Effective as of the date this Amendment is fully executed by the Parties, ADD in its entirety **Paragraph 44, LEVINE ACT CAMPAIGN CONTRIBUTION DISCLOSURE** and **EXHIBIT "4", Levine Act Campaign Contribution Disclosure** incorporated and attached herein, which new **Paragraph 44** shall read as follows:

44. **LEVINE ACT CAMPAIGN CONTRIBUTION DISCLOSURE:** LICENSEE has disclosed to the County using "Exhibit 4" – LEVINE ACT CAMPAIGN CONTRIBUTION DISCLOSURE, whether it has made any campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the earlier of: (1) the date of the submission of Landlord's proposal to the County, or (2) 12 months before the date this License was approved by the Board of Supervisors. LICENSEE acknowledges that under Government Code section 84308, LICENSEE is prohibited from making campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer for 12 months after the County's consideration of the License.

In the event of a proposed amendment to this License, the LICENSEE will provide the County a written statement disclosing any campaign contribution(s) of more than \$500 to any member of the

Board of Supervisors or other County elected officer within the preceding 12 months of the date of the proposed amendment.

Campaign contributions include those made by any agent/person/entity on behalf of the LICENSEE or by a parent, subsidiary, or otherwise related business entity of LICENSEE.

4. This Second Amendment may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Second Amendment. The parties shall be entitled to sign and transmit an electronic signature of this Second Amendment (whether by facsimile, PDF, or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Second Amendment upon request.

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

5. All other provisions and terms of the License shall remain the same and are hereby incorporated by reference. In the event of conflict between the License and this Second Amendment, the provisions and terms of this Second Amendment shall control.

END OF SECOND AMENDMENT.

SAN BERNARDINO COUNTY

►

Dawn Rowe, Chair, Board of Supervisors

Dated: _____
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
San Bernardino County

By _____
Deputy

LICENSEE: Burr Group, Inc.

(Print or type name of corporation, company, contractor, etc.)

By ► _____
(Authorized signature - sign in blue ink)

Name Tracey Sweeney

(Print or type name of person signing contract)

Title Chief Operating Officer

(Print or Type)

Dated: _____

Address 9890 Cherry Avenue

Fontana, CA 92335

FOR COUNTY USE ONLY

Approved as to Legal Form

John Tubbs II, Deputy County Counsel
Date _____

Reviewed for Contract Compliance

Date _____

Reviewed/Approved by Department

John Gomez, Real Property Manager, RESD
Date _____



EXHIBIT "4"

Levine Act – Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439)

The following is a list of items that are not covered by the Levine Act. A Campaign Contribution Disclosure Form will not be required for the following:

- Contracts that are competitively bid and awarded as required by law or County policy
- Contracts with labor unions regarding employee salaries and benefits
- Personal employment contracts
- Contracts under \$50,000
- Contracts where no party receives financial compensation
- Contracts between two or more public agencies
- The review or renewal of development agreements unless there is a material modification or amendment to the agreement
- The review or renewal of competitively bid contracts unless there is a material modification or amendment to the agreement that is worth more than 10% of the value of the contract or \$50,000, whichever is less
- Any modification or amendment to a matter listed above, except for competitively bid contracts.

DEFINITIONS

Actively supporting or opposing the matter: (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County's decision on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

LICENSEE must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.

1. Name of LICENSEE: Burr Group, Inc.
2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?
 Yes ☐ If yes, skip Question Nos. 3-4 and go to Question No. 5 No ☒
3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision: Cole Burr
4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s):
Burtec Waste Group, Inc.
5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship
Burtec Waste Group, Inc.	Parent

6. Name of agent(s) of LICENSEE:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
Burr Group, Inc.	Cole Burr	

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district.

Company Name	Subcontractor(s):	Principal and/or Agent(s):
N/A		

8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name
N/A	

9. Was a campaign contribution, of more than \$500, made to any member of the San Bernardino County Board of Supervisors or other County elected officer involved with this Contract within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

No ☒

Yes ☐ If **yes**, please provide the contribution information in Question 11.

10. Has an agent of LICENSEE made a campaign contribution of any amount to any member of the San Bernardino County Board of Supervisors or other elected officer involved with this Contract while award of this Contract is being considered?

No ☒ If no, please skip question 11.

Yes ☐ If **yes**, please provide the contribution information in Question 11.

11. Name of Board of Supervisor Member or other County elected officer: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Please add an additional sheet(s) to identify additional Board Members or other County elected officers to whom anyone listed made campaign contributions.

By signing the Contract, LICENSEE certifies that the statements made herein are true and correct. LICENSEE acknowledges that agents are prohibited from making any campaign contributions, regardless of amount, to any member of the Board of Supervisors or other County elected officer involved with this Contract, while award of this Contract is being considered and for 12 months after a final decision by the County. LICENSEE understands that the other individuals and entities (excluding agents) listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer involved with this Contract, while award of this Contract is being considered and for 12 months after a final decision by the County.