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SAN BERNARDINO COUNTY

Contract Number

09-611A-6

SAP Number

Public Works

Department Contract Representative	Darren Meeka, Deputy Director
Telephone Number	(909) 386-8703
Contractor	MOUNTAIN DISPOSAL SERVICES, INC.
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	

IT IS HEREBY AGREED AS FOLLOWS:

Amendment No. 6, dated May 19, 2020 to Agreement No. 09-611, dated June 16, 2009 between the County of San Bernardino and MOUNTAIN DISPOSAL SERVICES, INC. for the collection and transportation of solid waste and other services in County Franchise Area 16.

Amendment No. 6
To AGREEMENT BETWEEN
THE COUNTY OF SAN BERNARDINO AND
MOUNTAIN DISPOSAL SERVICES, INC.
FOR THE COLLECTION OF SOLID WASTE AND OTHER SERVICES DATED June 16, 2009
IN COUNTY FRANCHISE AREA 16

WHEREAS, on June 16, 2009 (Item No. 92), the Board of Supervisors ("Board") approved County Contract No. 09-611 with MOUNTAIN DISPOSAL COMPANY, hereinafter referred to as MOUNTAIN DISPOSAL SERVICES, INC., ("Grantee") to provide for the collection of solid waste and other services (the "Franchise Agreement");

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 revising Section 4 Term, Section 13.1 Compensation, and making other changes;

WHEREAS, on October 8, 2019 (Item No. 60) the Board approved Amendment No. 5 to the Franchise Agreement which amended the Exhibit "A", Provided Services and Exhibit "E" Rates to include a Fee Waiver Program in County Franchise Area 16 for homes that are infrequently occupied or are vacant during various months throughout the year; and

WHEREAS, the County and the Grantee desire to amend specific sections of the Franchise Agreement to include an Organic Waste Recycling Program and revise, replace, or add the following exhibits:

1. Revise Exhibit "A" - Provided Services
2. Replace Exhibit "D" - Definitions
3. Replace Exhibit "E" - Rates
4. Revise Exhibits "G-1" through "G-4" - Example Rate Adjustment Formulas
5. Replace Exhibit "G-5"- Example Rate Adjustment Formula
6. Replace Exhibits "H-1" and "H-2" - Rate Adjustment Indices and Initial Cost Component Weightings for Residential, Commercial and Roll-Off Box Service
7. Replace Exhibit "I"- Example Franchise Fee Calculation

NOW THEREFORE, the Contract is amended as follows:

1. Section 9.3(g) is added as follows:

9.3 Diversion Program

(g) Organic Waste Recycling Program (OWRP)

(1) Grantee shall develop and provide an OWRP that meets the requirements of AB 1826 and may be required to modify the OWRP, as required by the County.

(2) Grantee shall produce, keep current, and provide education and outreach information to all businesses (as defined in Public Resources Code Section 42649.8), subscribed to Grantee services, on AB 1826 and identification of who is affected by the legislation. The education and outreach information shall be available on Grantee's website, mailed in annual newsletter/letter/publication and included in the Grantee's brochure. Additionally, the availability of the OWRP shall be promoted

through Grantee's website, mailers, billing inserts, email content, and/or online announcements, upon request by the County at no additional cost to the County.

(3) RESERVED

(4) For customers that do not receive Organic Waste Handling Services or do not otherwise meet AB 1826 requirements, Grantee shall: (1) conduct annual customer surveys, utilizing a form and introductory letter jointly developed by Grantee and Division, (2) send annual non-compliance with AB 1826 letters to customers, where appropriate, and (3) offer Onsite Waste Assessments. Grantee shall provide copies of customer survey results and Onsite Waste Assessments to the County on a quarterly basis in accordance with Section 12.3(e). Grantee shall prioritize Onsite Waste Assessments to target businesses with over four (4) cubic yards of service per week and/or customers that the Grantee identifies as large generators of Organic Waste, such as hotels, business parks, and those with significant landscaping. Grantee shall also target commercial customers that have food service operations such as restaurants, grocery stores, hospitals, hotels, corporate cafes, bakeries, etc. Grantee personnel shall conduct outreach to introduce the Organic Waste Handling Service and conduct initial Onsite Waste Assessments of customer needs. At a minimum, the Onsite Waste Assessment shall include:

(i) Visual Waste Audits of commercial premises to evaluate the Organic Waste service requirement and service level needs.

(ii) Grantee shall train employees such as servers, food preparers, hospitality, and maintenance to place solid waste in the appropriate containers, as requested by commercial customer.

(5) RESERVED

(6) Grantee shall assist County to identify who is affected by the legislation and provide education and outreach information to all businesses (as defined in Public Resources Code Section 42649.8), that are not subscribed to Grantee services, on AB 1826.

(7) Grantee shall assist the County with administration of CalRecycle-compliant exemptions for Organic Waste Handling Services. At a minimum, Grantee shall perform the tasks outlined in subsection 9.3(g)(4) of this Amendment and provide a recommendation and supporting documentation to the County on whether a service exemption is recommended for each non-compliant customer, in a format specified by the County.

(8) Quarterly, Grantee shall provide a report of all outreach, education, and monitoring efforts to both subscribers and non-subscribers of Grantee services, including, but not limited to, entity name and address.

2. Section 12.1(c) is deleted in its entirety and replaced with the following:

Section 12.1 General

(c) To the extent relevant to any report, all information included in the reports shall be provided according to the source of generation. Waste generator types are defined as follows:

(1) Residential - Solid Waste, Recyclables and Green Waste originating from a single-family residential unit utilizing barrel service and single family residential unit utilizing bins of one cubic yard or more.

(2) Commercial/Industrial – Solid Waste, Recyclables, Food Waste and Green Waste from multi-family residential dwellings, mobile home parks with common bins, commercial and industrial sources.

(3) Construction/Temporary Bin/ Roll off – All Solid Waste or other materials placed in debris boxes.

(4) Cleanup – Solid Waste and other materials collected through the cleanups specified in Exhibit A or as otherwise requested by County.

3. Section 12.3 (a) is deleted in its entirety and replaced with the following:

Section 12.3 Quarterly Reports

(a) The Grantee shall provide a report that lists the quantity of Solid Waste collected by month and the number of accounts serviced monthly ("Collection information reports"). The quantities of Solid Waste, Recyclables, Green Waste and Food Waste collected shall be reported in terms of tonnage (or cubic yards if tonnage information is not available). The Division may, at its discretion, also require reporting by volume. The Grantee shall clearly specify any assumptions, such as density factors made in reporting the tonnage or cubic yard information.

4. Section 12.3 (d) is deleted in its entirety and replaced with the following:

Section 12.3 Quarterly Reports

(d) The Grantee shall submit a report summarizing the information relating to Gross Receipts, Gross Receipts Less Disposal Charges, Gross Receipts for Commercial Food Waste Service, Gross Receipts for Commercial Food Waste Service Less Processing Costs, and service charge collections, where applicable. To the extent permitted by applicable law, financial information submitted to the County by the Grantee pursuant to this subsection will be kept confidential and will be available to County personnel only on a need-to-know basis.

5. Section 12.3 (e) is added as follows:

Section 12.3 Quarterly Reports

(e) Grantee shall provide to the County on a quarterly basis, or upon County's request:

(1) The total number of Grantee's commercial customers within the thresholds of AB 1826.
(2) The total number of commercial customers within the thresholds of AB 1826 that subscribe to the Grantee-provided OWRP or a third-party program, recycle organic waste onsite, or that self-haul organic waste for recycling.
(3) A listing of all customer surveys and Onsite Waste Assessments performed and copies of the Onsite Waste Assessments.
(4) Contact information for current commercial customers that do not have an Organic Waste program including, but not limited to, name, address, phone number, and email address.
(5) To the extent known by Grantee, contact information for commercial businesses (non-customers) that do not have an Organic Waste program including, but not limited to, name, address, phone number, and email address.
(6) Quarterly Grantee shall provide a report of all outreach, education, and monitoring efforts to both subscribers and non-subscribers of Grantee services, including, but not limited to, entity name and address.

6. Section 13.1(a) is deleted in its entirety and replaced with the following:

Section 13.1 Compensation

(a) In accordance with applicable law, Grantee shall provide the Solid Waste Handling services described in this Franchise Agreement and its exhibits in accordance with the rates set forth in "Exhibit E". "Exhibit E" specifies the maximum rate to be charged for the Solid Waste Handling services. By March 1 of each year as part of the Annual Report, the Grantee shall warrant to the County, in a writing signed by an officer, that during the prior calendar year it billed all of the Solid Waste Handling service Subscribers provided service under this Franchise Agreement at the rates set forth in the Total Rate approved with and applicable to this Franchise Agreement, as such Total Rate may have been adjusted pursuant to the provisions of this Section 13 and in accordance with applicable law. Copies of Subscriber billings which demonstrate the above shall be made available to the Division on its request.

7. Section 13.2. Adjustments to Total Rate – Residential, Commercial and Roll-off Service is deleted in its entirety and replaced with the following:

Section 13.2 Adjustment to Total Rate - Residential, Commercial and Roll-off Service

The following annual and special rate adjustments shall be made to the appropriate cost components of the Total Rate as provided for in this Franchise Agreement. However, no rate adjustment shall be implemented for or during any period of time when Grantee is not in substantial compliance with all material provisions of this Agreement.

(a) Cost of Living Adjustment.

(1) General

Beginning July 1, 2020, Grantee may request an adjustment to all rate categories included in the approved rate schedule according to the method described below and the formulas shown in – "Exhibits G-1 through G-5 - Example Rate Adjustment Formula," subject to review and approval of County. All future adjustments are to be effective July 1 of the same year.

(2) Cost Components for Rate Adjustment Indices

The approved rates consist of the following cost component categories: Landfill Disposal, Fuel, Service, and Other Operations. Initial component weightings to be used for the first rate adjustment are shown in the tables attached as "Exhibits H-1 and H-2- Rate Adjustment Indices and Initial Cost Component Weightings". Each cost component may be adjusted by the change in the corresponding index shown in the exhibit. See subsection (3) through (5) below for detailed rate adjustment procedures.

(3) Residential and Commercial Rate Adjustment Steps

All residential and commercial rates, with the exception of commercial Food Waste rates, will be adjusted using the cost component weightings identified in the table attached as "Exhibit H-1 - Rate Adjustment Indices and Initial Cost Component Weightings" and as described below. See "Exhibits G-1, G-2 and G-3 - Example Rate Adjustment Formula" for an example of rate adjustment calculations. Using Exhibit G-1 as an example, the adjustment is calculated as follows:

Step One – Calculate the percentage increase or decrease in each index listed in the table attached as "Exhibit H-1 – Rate Adjustment Indices and Initial Cost Component Weightings." The increase or decrease in the landfill disposal cost component will be the change in the Landfill Disposal Facility Fee between the July 1 effective date for the rate adjustment and the preceding July 1, except in those instances when the County does not fix a new Landfill Disposal Facility Fee as of July 1 of any year, the actual effective date of the Landfill Disposal Facility Fee change will control. The increase or decrease in the published indices for Fuel, Service and Other Operations will be the change in the average annual published index between the calendar year ended the December prior to the July 1 effective date for the rate adjustment and the prior calendar year. See "Exhibit G-5 – Example Rate Adjustment Formula" for an example calculation of the average annual change in an index.

Step Two – Multiply the percentage changes for each rate adjustment component by that component's weighting and add these resulting percentages together to get the total weighted change to the rates.

The July 1, 2020 rate adjustment cost components as a percentage of total costs are provided in the table attached as "Exhibit H-1 Rate Adjustment Indices and Initial Cost Component Weightings", with component weightings for use in subsequent years calculated in Step Four of the rate adjustment. For Step Two of each subsequent rate adjustment, use the "Cost Components Reweighted to Equal 100%" in Column "O" of "Exhibit G-1 – Example Rate Adjustment Formula" in Step Four during the previous rate adjustment.

Step Three – Multiply the total weighted percent change from Step Two by the existing customer rates to calculate the increase or decrease to the maximum rates. Add the rate increase or decrease to the existing rates to derive the newly adjusted rates.

Step Four – Recalculate weightings for the following year based upon these changes. The "Cost Components Reweighted to Equal 100%" in Column "O" of "Exhibit G-1– Example Rate Adjustment Formula" shall be used to calculate the franchise fees due for the upcoming year beginning the July 1 that rates become effective, as shown in "Exhibit I - Example Franchise Fee Calculation."

(4) RESERVED

(5) Roll-Off Box Rate Adjustment Steps

All roll-off box rates will be adjusted using the cost component weightings identified above as described below. See "Exhibit G-4 Example Rate Adjustment Formula" for an example rate adjustment for roll-off box rates.

Step One – Calculate the percentage increase or decrease in the Fuel and Service indices listed in the table attached as "Exhibit H-2 - Rate Adjustment Indices and Initial Cost Component Weightings." The increase or decrease in the indices for Fuel and Service will be the change in the average annual published index between the calendar year ended the December prior to the July 1 effective date for the rate adjustment and the prior calendar year.

The Landfill Disposal Facility Fee component is based on a per ton rate. That rate shall remain equal to the San Bernardino County Solid Waste System per ton rate for roll-off loads as of the effective date of the new rate schedule.

Step Two – Multiply the percentage changes for each rate adjustment component by that component's weighting and add these resulting percentages together to get the total weighted change to the rates.

Cost components as a percentage of total costs are provided in "Exhibit H-2 Rate Adjustment Indices and Initial Cost Component Weightings" for the rate adjustment effective July 1, 2020, with subsequent components calculated in Step Four of the rate adjustment. For Step Two of each subsequent rate adjustment, use the "Cost Components Reweighted to Equal 100%" in Column "O" of "Exhibit G-4 – Example Rate Adjustment Formula" in Step Four during the previous rate adjustment.

Step Three – Multiply the total weighted percent change from Step Two by the existing customer rates to calculate the increase or decrease to the maximum rates. Add the rate increase or decrease to the existing rates to derive the newly adjusted rates.

Step Four – Recalculate weightings for the following year based upon these changes. The "Cost Components Reweighted to Equal 100%" in Column "O" of "Exhibit G-4 – Example Rate Adjustment Formula" shall be used to calculate the franchise fees due for the upcoming year beginning the July 1 that rates become effective, as shown in "Exhibit I - Example Franchise Fee Calculation."

(6) Changes in Rate Adjustment Indices

If the same rate adjustment index is used from year to year, the "Old Index Value" (Column A in each example in "Exhibits G-1 through G-4- Example Rate Adjustment Formula") shall be the "New Index Value" (Column B in "Exhibits G-1 through G-4– Example Rate Adjustment Formula") used in the prior rate adjustment. If the rate adjustment index changes, due to a change in type of fuel, a discontinued index or otherwise, the change will be measured as the average annual change year over year for the new index, and data for the old/discontinued index will not be used. If a rate adjustment index is discontinued, an alternative index must be approved by the Deputy Director of Solid Waste Management or designee.

(7) Revision of Cost of Living Adjustment Methodology

The Parties acknowledge that external factors that are used in the Cost Components Reweighted analysis, such as fuels, costs of equipment, etc., may change over time and the factors may need adjustment. Either Party may initiate discussions to review these factors and whether an adjustment to the rate component weightings is necessary in order to provide economic service to County ratepayers.

(b) Reserved. [Former subsection 13.2(b) deleted as of the effective date of Amendment No. 3.]

(c) Extraordinary Adjustment

The parties acknowledge that there may be infrequent extraordinary events which, although they do not prevent either party from performing, and thus do not implicate the Force Majeure provisions hereof, nevertheless increase the cost of providing service such that Grantee's compensation and the rate adjustment mechanism provided in this Agreement result in Grantee's suffering losses which are substantially outside the commercially reasonable expectations of the parties. The obligation of the parties in such event is to act reasonably toward each other in arriving at an appropriate adjustment in rates. Accordingly, at its option, Grantee may apply to the County at any time, but not more frequently than once annually, for an extraordinary rate adjustment should an event or circumstance arise that is not the result of a Change in Law or Change in Service Level which negatively impacts the economic operation of Grantee and which is in excess of the rate adjustment resulting from the application of the annual adjustment formula set for in subparagraph (a) above. An interim adjustment in rates will be deemed justified if it is necessary for the Grantee to make a substantial change in its operations, or substantial capital expenditure or investment in order to perform its obligations under this Agreement due to the occurrence of an event or circumstance other than a Change in Law or Change in Service Level which is beyond the reasonable control of Grantee. In the event of such an application for an extraordinary rate increase, it is understood that the Grantee shall have the burden of demonstrating to the reasonable satisfaction of County the basis for the extraordinary increased cost. In no event shall any Extraordinary Adjustment be effective prior to the Board's approval of an amendment to the Franchise Agreement.

(d) Landfill Disposal Facility Fee Adjustment

The Landfill Disposal Facility Fee and Organics Processing Facility Fee Adjustments shall be the pass-through of one hundred percent (100%) of any increase or decrease in the fee charged to the Grantee for the use of a Landfill Disposal Facility or an Organics Processing Facility Fee approved for use by the Division, using the rate adjustment formula described in "(a)" above, and shall be effective as of the date of the change of such fee.

(e) Franchise Fee Adjustment

The Franchise Fee adjustment shall be the pass through of one hundred percent (100%) of any increase or decrease in the Franchise Fee percentage, and shall be effective as of the date the Franchise Fee increase or decrease is payable by the Grantee.

(f) Change in Service Level Adjustments

(1) The Total Rate shall be increased (or decreased) by one hundred percent (100%) of the increase (or decrease) or incremental increase (or incremental decrease), as the case may be, in the demonstrable costs (i.e., on any direct or indirect cost, whether fixed or variable) associated with the change in the level of the Solid Waste Handling services which may be required of, or agreed to by, Grantee. A Change in Service Level Adjustment shall be effective on and after the actual date of the requirement to or agreement to change operations which results from the change in service, but, absent the consent of the Director, or designee, not sooner than the effective date of the change in service. In no event shall any Change in Service Level Adjustment be effective prior to the Board's approval of an amendment to the Franchise Agreement.

(2) In the event that the Director, or designee, and the Grantee claiming to be affected by the change in service level cannot agree on either the existence, or the effect on demonstrable costs, of a change in service level, the dispute resolution provisions of Section 13.3(a) shall apply.

(g) Change in Law Adjustments

(1) The Total Rate shall be increased (or decreased) by one hundred percent (100%) of the increase (or decrease) or incremental increase (or incremental decrease), as the case may be, in the demonstrable costs (i.e., on any direct or indirect cost, whether fixed or variable) associated with the change in the manner or nature of conducting Solid Waste Handling services necessitated by a Change in Law. A Change in Law Adjustment shall be effective on and after the actual date of the change in

operations which resulted from the Change in Law, but, absent the consent of the Director, or designee, not sooner than the effective date of the Change in Law. In no event shall any Change in Law Adjustment be effective prior to the Board's approval of an amendment to the Franchise Agreement.

(2) In the event that the Director, or designee, and the Grantee claiming to be affected by the Change in Law cannot agree on either the existence, or the effect on demonstrable costs, of a Change in Law, the dispute resolution provisions of Section 13.3(a) shall apply.

(h) Calculation Errors

If at any time during the term of this Agreement, the Grantor or the Grantee realize that an adjustment made in accordance with this Section 13.2 has been calculated in error, then the appropriate correction will be calculated by the County and an applicable corrective change, either positive or negative, will be made to the Total Rate on the next ensuing July 1st.

8. Exhibit A, Section F (1) and (2) are deleted in their entirety and replaced with the following:

Exhibit A, Section F. "Emergency Disaster Debris Removal Services"

(1) In the event of a declared emergency disaster such as a fire, flood, earthquake, or other such occurrence as deemed meeting the criteria of a disaster in which debris is created, the County reserves the right to seek bids and/or services from Grantee or any other service provider for emergency removal of debris in compliance with Federal and State emergency management procurement requirements.

(2) During any period of time that Grantee is unable to service its franchise area during such declared emergency, either for loss of transportation, lack of assistance or an overabundance of debris material or other similar circumstances the County reserves the right to contract with any other County franchise haulers for temporary bin/roll-off services using rates reflected in such other franchise hauler's contract with the County or to contract with any third party for required services. Grantee shall notify County when it regains its ability to recommence service in its franchise area and County will, within a reasonable time period, terminate any contract with other haulers for the same services.

9. Exhibit "D" Definitions is deleted in its entirety and replaced with 2020 Exhibit "D", which is attached and incorporated by reference.

10. Exhibit "E" is deleted in its entirety and replaced with 2020 Exhibit "E", which is attached and incorporated by reference.

11. For "Exhibit G-1 Example Rate Adjustment Formula Applicable to Residential Barrel Rates in Non-Landuse Fee Areas," "Exhibit G-2 Example Rate Adjustment Formula Applicable to Residential Barrel, Residential Bin, and Multi-Family Bin Rates in Landuse Fee Areas Where There is No Landfill Disposal Component," "Exhibit G-3 Example Rate Adjustment Formula Applicable to Commercial Barrel and Commercial Bin Rates, Residential Bin Rates Where the Residential Refuse Bin Rates Include a Landfill Disposal Cost Component, and Multi-Family Bin Rates Where the Multi-Family Bin Refuse Rates Include a Landfill Disposal Cost Component," and "Exhibit G-4 Example Rate Adjustment Formula Applicable to Roll-Off Box Service Rate Categories," footnotes (2) and (3) are deleted in their entirety and replaced with the following:

Footnotes

(2) This example used the diesel index. California No. 2 Diesel Ultra Low-Sulfer (0-15 ppm) Retail Prices (Dollars Per Gallon), U.S. Energy Information Administration- average annual change. For natural gas fleets, use Natural Gas (CNG) Information Reported by Clean Cities, West Coast (Table 5 of quarterly report)- average annual change. See Exhibit G-5 for example calculation.

(3) CPI for All Urban Consumers, Los Angeles-Long Beach-Anaheim, CA, all items less energy- average annual change. See Exhibit G-5 for example calculation.

12. Exhibit "G-5"- Example Rate Adjustment Formula: Calculation For Average Annual Change in Published Price Indices is deleted in its entirety and replaced with 2020 Exhibit "G-5", which is attached and incorporated by reference.

13. Exhibit “H-1”- Rate Adjustment Indices and Initial Cost Component Weightings: Residential and Commercial Rate Adjustment Indices and Initial Cost Component Weightings is deleted in its entirety and replaced with 2020 Exhibit “H-1”, which is attached and incorporated by reference.
14. Exhibit “H-2”- Rate Adjustment Indices and Initial Cost Component Weightings: Roll-Off Box Service Rate Adjustment Indices and Initial Cost Component Weightings is deleted in its entirety and replaced with 2020 Exhibit “H-2”, which is attached and incorporated by reference.
15. Exhibit “I”- Example Franchise Fee Calculation is deleted in its entirety and replaced with 2020 Exhibit “I”, which is attached and incorporated by reference.
16. All previous references to “Mountain Disposal Company” are replaced with “Mountain Disposal Services, Inc.” This change is for clarification purposes only and Grantee remains the same entity as in the original 2009 Agreement.
17. Except as amended herein, all other terms and conditions of the Contract 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

By: _____
Curt Hagman, Chairman, 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
of the County of San Bernardino

By: _____
Deputy

MOUNTAIN DISPOSAL SERVICES, INC.
(Print or type name of corporation, company, contractor, etc.)

By: _____
(Authorized signature – sign in blue ink)

Name: TRACY A. SWEENEY
(Print or type name of person signing contract)

Title: CHIEF OPERATING OFFICER/VICE-PRESIDENT
(Print or type)

Dated: _____

Address: 9890 Cherry Ave

Fontana, CA 92335

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
►	►	►
Jolena Grider, Deputy County Counsel	Mohammad Ali, P.E.	Brendon Biggs, Interim Director
Date	Date	Date