

**REPORT/RECOMMENDATION TO THE BOARD OF SUPERVISORS
OF SAN BERNARDINO COUNTY, CALIFORNIA
AND RECORD OF ACTION**

November 6, 2012

**FROM: GERRY NEWCOMBE, Director
Department of Public Works-Solid Waste Management Division**

**SUBJECT: PUBLIC HEARING – PROPOSITION 218 AND AMENDMENT NO. 1 TO
AGREEMENTS FOR THE COLLECTION AND TRANSPORTATION OF SOLID
WASTE AND OTHER SERVICES**

RECOMMENDATION(S)

Conduct a public hearing pursuant to Proposition 218 and approve the following twenty one amended Solid Waste Handling Franchise Agreements for various County Franchise Areas (CFA) within the unincorporated portion of the county.

1. Burrtec Waste Industries for CFA 1 – San Antonio Heights, Mt. Baldy, portions of Lytle Creek. (Agreement No. 09-600A-1)
2. Burrtec Waste Industries for CFA 2 – sphere of the cities of Montclair and Upland. (Agreement No. 09-601A-1)
3. USA Waste of California for CFA 3 – sphere of the City of Chino. (Agreement No. 09-602A-1)
4. Burrtec Waste Industries for CFA 5 – sphere of the City of Fontana. (Agreement No. 09-603A-1)
5. Burrtec Waste Industries for CFA 6 – community of Bloomington. (Agreement No. 09-604A-1)
6. Cal Disposal Company for CFA 8 – Muscoy, South Cajon Pass, sphere of City of San Bernardino. (Agreement No. 09-605A-1)
7. Burrtec Waste Industries for CFA 9 – El Rancho Verde community (Rialto) (Agreement No. 09-606A-1)
8. Jack's Disposal Company for CFA 10 – Devore and the sphere of the City of San Bernardino. (Agreement No. 09-607A-1)
9. Burrtec Waste Industries for CFA 11 – sphere of the City of Loma Linda. (Agreement No. 09-608A-1)
10. Empire Disposal for CFA 12 – Mentone, Oake Glen, sphere of the City of Redlands, Mountain Home and Angeles Oaks. (Agreement No. 09-609A-1)
11. CR&R Waste Services for CFA 15 – Wrightwood community. (Agreement No. 09-610A-1)
12. Mountain Disposal Company for CFA 16 – Crestline, Running Springs, Lake Arrowhead, Green Valley Lake, and Blue Jay. (Agreement No. 09-611A-1)
13. Big Bear Disposal for CFA 17 – Fawnskin, Baldwin Lake and Lake Williams. (Agreement No. 09-612A-1)

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cc: SWMD-Rivera w/ agree
Contractor c/o Dept w/ agree
ACR-Acct Pay Mgr w/ agree
EBIX/BPO c/o Risk
SWMD-Newcombe
CAO-Valdez
File – w/ agree
jr 12/5/12

ITEM

Record of Action of the Board of Supervisors

APPROVED
COUNTY OF SAN BERNARDINO
Board of Supervisors

MOTION	MOVE	SECOND	NAY	ABSENT	AYE
	1	2	3	4	5

LAURA H. WELCH, CLERK OF THE BOARD

BY _____

DATED: November 06 2012

**PUBLIC HEARING – PROPOSITION 218 AND AMENDMENT NO. 1 TO
AGREEMENTS FOR THE COLLECTION AND TRANSPORTATION OF
SOLID WASTE AND OTHER SERVICES
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14. Advance Disposal Company for CFA 18 – Spring Valley Lake, unincorporated area of Hesperia and Apple Valley. (Agreement No. 09-613-1)
 15. Burrtec Waste Industries for CFA 19 – sphere of the City of Victorville, Town of Apple Valley and the City of Adelanto, Landers and Lucerne Valley. (Agreement No. 09-614A-1)
 16. CR&R for CFA 20 – Phelan, Pinon Hills, and the sphere of the City of Adelanto. (Agreement No. 09-615A-1)
 17. Benz Sanitation for CFA 21 – Trona, Windy Acres, Four Corners, and the Red Mountain. (Agreement No. 09-616A-1)
 18. Burrtec Waste Industries for CFA 22 – unincorporated area northwest of the City of Adelanto. (Agreement No. 09-617A-1)
 19. Burrtec Waste Industries for CFA 23 – sphere of the City of Barstow and Lenwood-Hinkley. (Agreement No. 09-618A-1)
 20. Burrtec Waste Industries for CFA 24 – Yermo, Daggett and Newberry Springs. (Agreement No. 09-619A-1)
 21. Burrtec Waste & Recycling for CFA 25 – Joshua Tree, sphere of the Town of Yucca Valley, and Morongo Valley. (Agreement No. 09-620A-1)
- (Affected Districts: All)
(Presenter: Gerry Newcombe, Director, 387-7906)

BOARD OF SUPERVISORS COUNTY GOALS AND OBJECTIVES

Implement the Countywide Vision for Our Future.

Operate in a Fiscally-Responsible and Business-Like Manner.

Provide for the Health and Social Services Needs of County Residents.

Maintain Public Safety.

FINANCIAL IMPACT

Approval of this item will result in no Discretionary General Funding (net county costs) as the Solid Waste Management Division (SWMD) is not financed by the General Fund. Instead SWMD established fees that are charged to the public and other agencies for utilization of the County Landfills.

BACKGROUND INFORMATION

Approval of this item will ensure that Franchise Agreements that were originally put into place and approved by the Board of Supervisors on May 19, 1998 (Item No. 57) continue to provide the unincorporated area communities affordable and adequate solid waste handling services in a manner that protects the health and safety of the community and establishes waste reduction and recycling programs in compliance with the Integrated Waste Management Act of 1989 (AB939).

The current Solid Waste Handling Franchise Agreements were approved by the Board of Supervisors on June 16, 2009 (Item No. 79). Within the current contract there is methodology for the calculation of the annual Cost of Living Adjustment (COLA). The purpose of this amendment is to better explain the COLA calculation methodology using formulas and examples, with some minor text changes. The amendment also updates the Exhibit "E" in each contract. This

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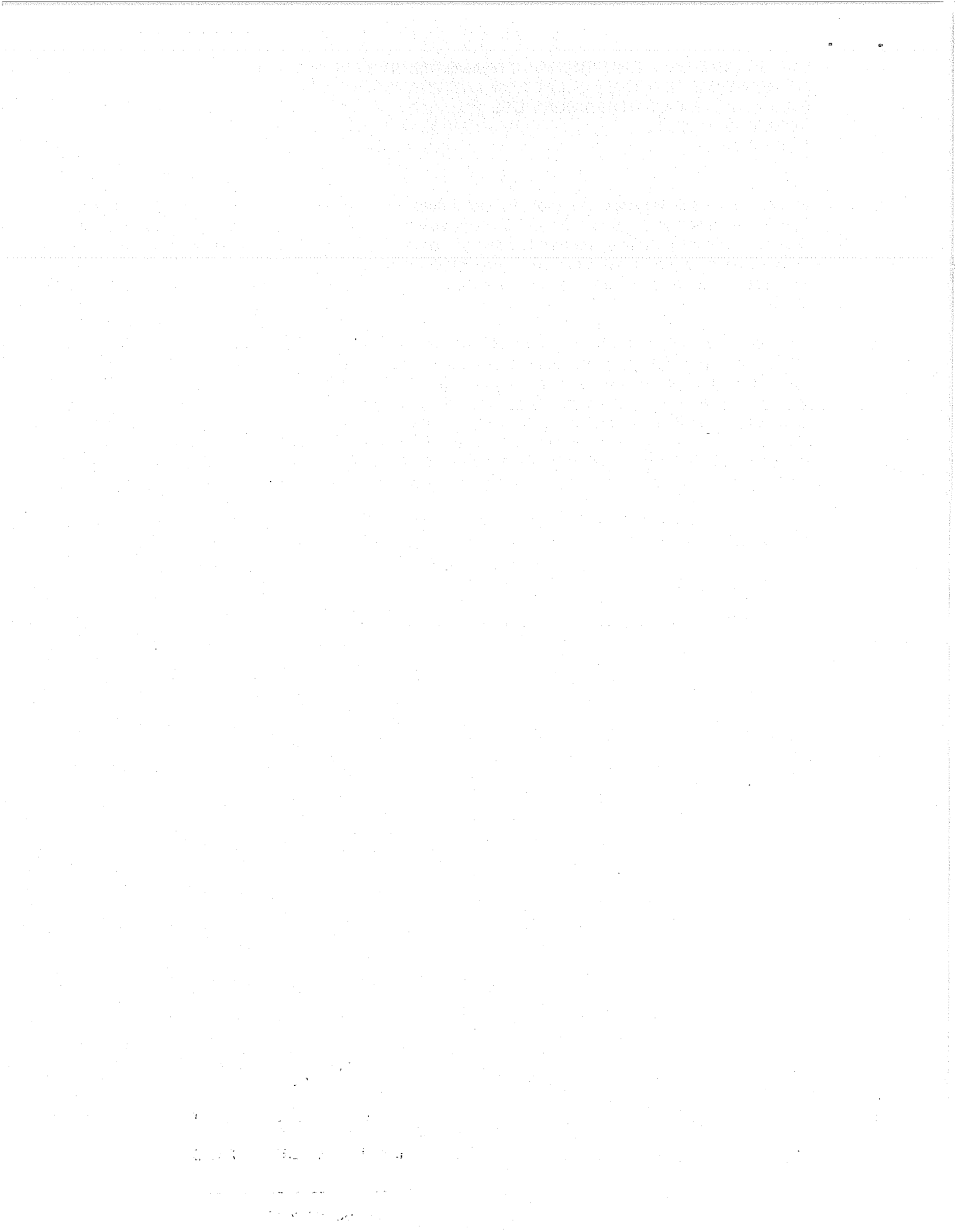
amendment adds language to allow for adjustments to correct errors, if any, in a prior year's COLA calculation and it sets a 0% COLA floor, which was not clear in the prior contract language. Due to the length of time required to draft the amendment language, implementation of the 12 month rate increase of 2.6% for fiscal year 2012-13 was delayed and collection of the 12 month increase will be done in the remaining six months of the fiscal year, January 2013 through June 2013.

Pursuant to Proposition 218 requirements, parcel owners were mailed a notice of the proposed rates and methodology to be used to calculate the annual maximum rate increase (COLA) established in the amended franchise agreements. The Proposition 218 notices were mailed to each of the affected parcels in each franchise area no later than September 20, 2012. Each customer has had at least 45 days to submit a written protest to the proposed change in the fees. For CFA 20, in addition to the above change, the map (Exhibit B-1) and the legal description (Exhibit B-2) are being updated to reflect the Phelan/Pinon Hills CSD taking over waste collection administration in their district which is no longer part of this franchise area.

The amended franchise agreements are fully consistent with the Ordinance Title 4 Division 6 of the County Code relating to Solid Waste Handling Franchises that was adopted on June 2, 2009.

REVIEW BY OTHERS

This item has been reviewed by County Counsel (Penny Alexander-Kelley, Principal Assistant County Counsel, 387-5455) on October 11, 2012; and the County Administrative Office (Beatriz Valdez, Public Works Chief Financial Officer, 387-1852) on October 29, 2012.





County of San Bernardino

F A S

CONTRACT TRANSMITTAL

Amendment #1

FOR COUNTY USE ONLY

<input type="checkbox"/> New	FAS Vendor Code		SC	Dept. SWM	Contract Number 09-616A-1			
<input checked="" type="checkbox"/> Change								
<input type="checkbox"/> Cancel								
ePro Vendor Number				ePro Contract Number				
County Department DPW/Solid Waste Management			Dept. SWM	Orgn. SWM	Contractor's License No.			
County Department Contract Representative Arthur L. Rivera, Division Manager			Telephone (909)386-8703		Total Contract Amount			
Contract Type								
<input checked="" type="checkbox"/> Revenue	<input type="checkbox"/> Encumbered	<input type="checkbox"/> Unencumbered	<input type="checkbox"/> Other:					
If not encumbered or revenue contract type, provide reason:								
Commodity Code		Contract Start Date 7/2/09	Contract End Date 6/30/2020	Original Amount	Amendment Amount			
Fund EAA	Dept. SWM	Organization WDP	Appr.	Obj/Rev Source 8350	GRC/PROJ/JOB No.	Amount		
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount		
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount		
Project Name Solid Waste Handling Franchise Agreement			Estimated Payment Total by Fiscal Year					
Amendment			FY	Amount	I/D	FY	Amount	I/D
CFA 21								

CONTRACTOR Benz Sanitation, Inc.

Federal ID No. or Social Security No. 95-3400854

Contractor's Representative Paul Benz

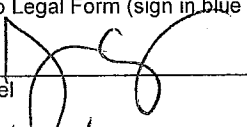
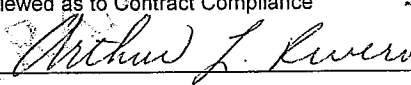
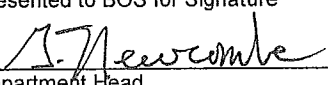
Address 1401 Goodrick Dr. PO Box 1750, Tehachapi, Ca. 93561

Phone (661) 822 - 5272

Nature of Contract: *Attached is Amendment No. 1 Dated November 6, 2012 to AGREEMENT BETWEEN THE COUNTY OF SAN BERNARDINO AND BENZ SANITATION, INC. FOR THE COLLECTION OF SOLID WASTE AND OTHER SERVICES dated June 16th 2009.*

THIS IS NOT A CONTRACT
THIS IS A COVER
TRANSMITTAL ONLY

(Attach this transmittal to all contracts not prepared on the "Standard Contract" form.)

Approved as to Legal Form (sign in blue ink)	Reviewed as to Contract Compliance	Presented to BOS for Signature
		
County Counsel		Department Head
Date <u>11/01/12</u>	Date <u>11/01/2012</u>	Date <u>11/2/12</u>

Auditor-Controller/Treasurer/Tax Collector Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

*Amendment No. 1
to AGREEMENT BETWEEN
THE COUNTY OF SAN BERNARDINO AND
BENZ SANITATION, INC.
FOR THE COLLECTION OF SOLID WASTE AND OTHER SERVICES dated JUNE 16, 2009*

WHEREAS, on June 16, 2009 (Item No. 92), the Board of Supervisors approved County Contract No. 09-616 with BENZ SANITATION, INC. ("Grantee") to provide for the collection of solid waste and other services (the "Contract").

WHEREAS, the County and Grantee desire to update the form of Exhibit "E" to the Contract.

WHEREAS, the County and the Grantee also desire to clarify the language in the Contract that describes the annual cost of living (COLA) calculation and to add formulas and examples for that purpose and clarify that certain adjustments can be made to those calculations for the benefit of the public.

NOW THEREFORE, the Contract is amended as follows:

1. Section 6 and Section 13 are amended only with respect to the Exhibit "E" referenced therein and these references shall mean the Revised 2012 Exhibit "E" attached to this Amendment No. 1. Any other references to Exhibit E in the Contract shall mean the Revised 2012 Exhibit "E".
2. Section 13.2 is deleted in its entirety and replaced with the following:

Section 13.2 Adjustment to Total Rate- Residential and Commercial Service

The following annual and special rate adjustments shall be made to the Total Rate 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) From and after the first July 1, following the Effective Date of this Franchise Agreement, the Service Component Rate shall be annually adjusted upwards by adding the following cost of living adjustment, only when greater than zero, to the then current Service Component Rate. The cost of living adjustment shall be equal to the CPI, if greater than zero, multiplied by the then current Service Component Rate.
- (2) Except as provided in subparagraph (b), below, the Cost of Living Adjustment shall be equal to:

- (A) One hundred percent (100%) multiplied by the average of the year over year monthly change for a 12 month period change in the CPI (from the first index dates of April to March of the following year) per the formula below. Each subsequent year April through March is compared to the previous April through March. Example: Each month in Year 2 will be compared to the same month in Year 1, each month in Year 3 will be compared to the same month in Year 2, each month in Year 4 will be compared to the same month in Year 3, and each month in Year 5 will be compared to the same month in Year 4, continuing in this same manner until the end of the Agreement.

ADJUSTMENT FORMULA:

(i) $100\% \times \frac{\text{Sum} ((\text{CPI Current Year} - \text{CPI Prior Year}) / \text{CPI Prior Year}) \text{ for each month}}{\text{divided by 12 months}} =$

CPI year over year monthly change for a 12 mo period (if > zero, expressed as a percentage)

(ii) CPI year over year monthly change for a 12 mo period x Current Service Component =

Increase to Current Service Component

(iii) Increase to Current Service Component + Current Service Component =

New Service Component

EXAMPLE¹:

100% x 31.19% divided by 12 months = 2.60% (CPI)

2.60% x Current Service Component = Increase to Current Service Component

Increase to Current Service Component + Current Service Component = New Service Component

(b) Special Cost of Fuel Adjustment for Service Component Rate

- (1) It is recognized that the cost of fuel may increase faster than the CPI set forth in subparagraph (a) above. To compensate the Grantee for increases in the cost of fuel that exceed the CPI, if the average year over year monthly change in the PPI-Diesel or PPI-CNG index from the first index dates of April 2008 to March 2009 ("Base Year") exceeds the average of the year over year monthly change for a 12 month period change in the CPI for the April to March immediately prior to the effective date of the adjustment, Grantee, provided it had met the reporting requirements of subsection (b)(3) below, would be eligible for the special cost of fuel adjustment. Example for PPI-Diesel or PPI-CNG Index: Each month in Year 2 will be compared to the same month in Year 1, each month in Year 3 will be compared to the same month in Year 1, each month in Year 4 will be compared to the same month in Year 1, and each month in Year 5 will be compared to the same month in Year 1, continuing in this same manner until the end of the Agreement. Example for CPI: Each month in Year 2 will be compared to the same month in Year 1, each month in Year 3 will be compared to the same month in Year 2, each month in Year 4 will be compared to the same month in Year 3, and each month in Year 5 will be compared to the same month in Year 4, continuing in this same manner until the end of the Agreement.

ELIGIBILITY FORMULA:

- (i) Sum ((PPI Current Year - PPI Base Year) / PPI Base Year) for each month divided by 12 months = PPI year over year monthly average change for a 12 month period over Base Year (expressed as a percentage).
- (ii) **IF**, PPI year over year monthly average change for a 12 month period over Base Year is greater than CPI year over year monthly change for a 12 month period, then proceed to **Special Cost of Fuel Adjustment for Service Component Rate**, in 13.2 (b)(2)(A) and (B), below.

¹ For tabular presentation and monthly calculations for all examples, see attached Schedule 1.

- (iii) IF, PPI year over year monthly average change for a 12 month period over Base Year is less than or equal to CPI year over year monthly change for a 12 month period, then only the CPI calculated above in 13.2 (a)(2)(A) is used.

EXAMPLE²:

428.68% divided by 12 months = 35.72%

IF 35.72% is greater than 2.60% THEN proceed to 13.2(b)(2)

IF NOT then the CPI only calculated in 13.2(a)(2)(A) is used

(2) The Service Component Rate adjustment shall be equal to:

- (A) Eighty-five percent (85%) multiplied by the average of the year over year monthly change for a 12 month period change in the CPI (from the first index dates of April to March of the following year) per the formula immediately below and Section 13.2 (a)(2)(A).
- (B) Fifteen percent (15%) multiplied by the average year over year monthly change in the PPI-Diesel or PPI-CNG index between the April to March of the Base Year and the April to March immediately prior to the effective date of the adjustment per the formula immediately below.

ADJUSTMENT FORMULA:

Special Cost of Fuel Adjustment for Service Component Rate

(i) $85\% \times \text{CPI year over year monthly change for a 12 mo period, if } > \text{ zero} = \text{Adjusted CPI}$

(ii) $\frac{\text{Sum ((PPI Current Year-PPI Base Year) / PPI Base Year) for each month}}{12 \text{ months}} =$

PPI average year over year monthly change for current and base years (*expressed as a percentage*)

$15\% \times \text{PPI average year over year monthly change for current and base years} = \text{Adjusted PPI}$

(iii) $\text{Adjusted CPI} + \text{Adjusted PPI} = \text{New Adjusted COLA}$

(iv) $\text{New Adjusted COLA} \times \text{Current Service Component} =$

Increase to Current Service Component after adjustment has been made

(v) $\text{Increase to Current Service Component after adjustment has been made} + \text{Current Service Component} =$

New Service Component

² For tabular presentation and monthly calculations for all examples, see attached Schedule 1.
SWMD FRANCHISE AGREEMENT Amendment No.1

EXAMPLE³:

$$85\% \times 2.60\% = 2.21\%$$

$$428.68\% \text{ divided by } 12 \text{ months} = 35.72\%$$

$$15\% \times 35.72\% = 5.36\%$$

$$2.21\% + 5.36\% = 7.57\%$$

7.57% x Current Service Component = Increase to Current Service Component after adjustment

Increase to Current Service Component after adjustment + Current Service Component = New Service Component

- (C) Each subsequent year April through March of the PPI-Fuel index is compared only to the Year 1 – Base Year of the PPI-Fuel index to arrive at the Average Monthly PPI-Fuel amount to be multiplied by 15%, continuing in this same manner until the end of the Agreement.
- (3) For purposes of determining whether to use the PPI-Diesel or PPI-CNG index for purposes of the special cost of fuel adjustment, no later than October 1 of each year Grantee shall advise Director or designee of the percentage of diesel or alternative fuel collection vehicles used to provide service in the franchise area. The fuel type of the majority of vehicles used to provide service will determine which index is utilized. Where 50% of the vehicles used are diesel and 50% are alternative fuel, the PPI-CNG index will be used for purposes of the Special Adjustment. If Grantee fails to timely provide this information to Director or designee, notwithstanding any provision to the contrary herein, Grantee shall not be eligible to receive the special cost of fuel adjustment for the next subsequent rate adjustment, and the adjustment to Grantee rates shall be based solely on the CPI-based methodology set forth in Section 13.2(a)(2)(A).

(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.

³ For tabular presentation and monthly calculations for all examples, see attached Schedule 1.
SWMD FRANCHISE AGREEMENT Amendment No.1

(d) Solid Waste Facility Fee Adjustment

The Solid Waste Facility Fee Adjustment 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 Solid Waste Facility approved for use by the Division, calculated on a per Subscriber basis, 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, 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) 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.

EXAMPLE

Department of Labor Data Tables

Consumer Price Index - All Urban Consumers
Series Id: CUURA421SA0

Month	Year 3		Year 4		Year 4 Minus Year 3	Difference Divided By Year 3 Value
	2010	2011	2010	2011		% Change
April	225.916	233.319	226.438	233.367	7.403	3.277%
May	225.877	232.328	225.991	231.303	6.929	3.060%
June	225.991	231.303	226.373	231.833	6.451	2.856%
July	226.373	231.833	226.048	233.022	5.312	2.351%
August	226.048	233.022	226.639	233.049	6.974	3.085%
September	226.639	233.049	226.794	233.441	6.255	2.758%
October	226.794	233.441	225.941	232.731	6.790	3.005%
November	225.941	232.731	226.639	231.567	4.928	2.174%
December	226.639	231.567	228.652	233.441	4.789	2.094%
January	228.652	233.441	229.729	234.537	4.808	2.093%
February	229.729	234.537	232.241	236.941	4.700	2.024%
March	232.241	236.941				

Total of 12 Months of Change Year over Year 31.189%

Average Monthly Change (Total of 12 Months of Change Year Over Year / 12) 2.599%

Is 100% of CPI Average Monthly Change Positive? Yes

Therefore, the annual rate change is 2.599%
For CNG and Unreported Diesel Fleets

Producer Price Index-Commodities
Series Id: WPU057303
Item: No. 2 diesel fuel

Month	Year 1 - Base Year		Year 4		Year 4 Minus Year 1	Difference Divided By Year 1 Value
	2008	2009	2011	2012		% Change
April	365.100	365.100	339.800	339.800	(25.300)	-6.930%
May	398.200	398.200	328.400	328.400	(69.800)	-17.529%
June	421.000	421.000	333.700	333.700	(87.300)	-20.736%
July	431.900	431.900	327.800	327.800	(104.100)	-24.103%
August	346.700	346.700	307.300	307.300	(39.400)	-11.364%
September	342.300	342.300	317.800	317.800	(24.500)	-7.157%
October	281.800	281.800	310.600	310.600	28.800	10.220%
November	224.100	224.100	337.100	337.100	113.000	50.424%
December	168.000	168.000	311.000	311.000	143.000	85.119%
January	161.600	161.600	322.000	322.000	160.400	99.257%
February	147.200	147.200	331.300	331.300	184.100	125.088%
March	139.200	139.200	345.000	345.000	203.800	146.408%

Total of 12 Months of Change Year over Year 428.677%

Average Monthly Change (Total of 12 Months of Change Year Over Year / 12) 35.723%

Rate Adjust.Test: Is PPI-Diesel Avg Mo Change > CPI Avg Mo Change? Yes

Yes, Special Cost PPI-Diesel Fuel Adjustment Necessary

Producer Price Index-Commodities
Series Id: WPU0552
Item: Compressed natural gas

Month	Year 1 - Base Year		Year 4		Year 4 Minus Year 1	Difference Divided By Year 1 Value
	2008	2009	2011	2012		% Change
April	261.800	261.800	201.200	201.200	(60.600)	-23.147%
May	275.900	275.900	197.600	197.600	(78.300)	-28.380%
June	289.400	289.400	200.400	200.400	(89.000)	-30.753%
July	319.400	319.400	206.000	206.000	(113.400)	-35.504%
August	321.200	321.200	201.400	201.400	(119.800)	-37.298%
September	292.500	292.500	198.000	198.000	(94.500)	-32.308%
October	262.600	262.600	194.400	194.400	(68.200)	-25.971%
November	258.000	258.000	196.100	196.100	(61.900)	-23.992%
December	254.100	254.100	193.900	193.900	(60.200)	-23.691%
January	249.000	249.000	190.000	190.000	(59.000)	-23.695%
February	235.900	235.900	185.900	185.900	(50.000)	-21.196%
March	223.700	223.700	179.500	179.500	(44.200)	-19.714%

Total of 12 Months of Change Year over Year -326.624%

Average Monthly Change (Total of 12 Months of Change Year Over Year / 12) -27.219%

Rate Adjust.Test: Is PPI-CNG Avg Mo Change > CPI Avg Mo Change? No

No Special Cost PPI-CNG Fuel Adjustment

Annual Rate Adjustment is 100% of CPI Average Monthly Change

Annual Rate Adjustment is 100% of CPI Average Monthly Change

CPI = 85% of the Average Monthly Change 2.599% 2.209%

PPI = 15% of the Average Monthly Change 35.723% 5.358%

Special Cost Rate Adjustment PPI-Diesel for Reported Diesel Fleets 7.568%

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

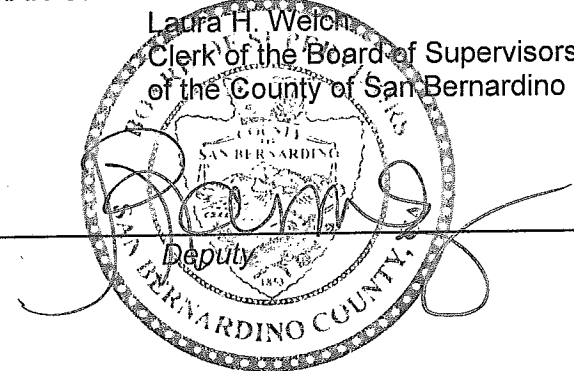
COUNTY OF SAN BERNARDINO

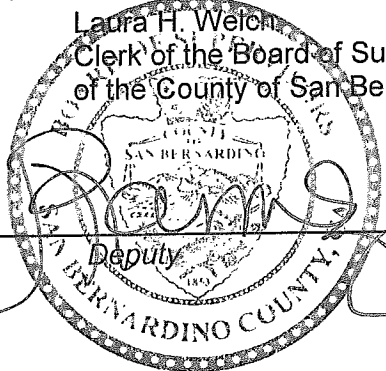

Jose Gonzales, Chair, Board of Supervisors

Dated: NOV 9 6 2012

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD


Laura H. Welch
Clerk of the Board of Supervisors
of the County of San Bernardino

By 
Deputy



Benz Sanitation, Inc.

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

By 
(Authorized signature - sign in blue ink)
Paul Benz

Name (Print or type name of person signing contract)

Title General Manager
(Print or Type)

Dated: 10-29-12

Address 1401 Goodrick Drive
PO Box 1750
Tehachapi, Ca. 93561

Approved as to Legal Form
County Counsel
Date

Reviewed by Contract Compliance
Date

Presented to BOS for Signature
Department Head
Date

REVISED 2012 EXHIBIT "E"

Revised 2012 Exhibit E
Franchise Area Rates

County Franchise Area CFA 21
 Zone (if applicable) _____
 Subscription _____
 Uniform _____
 Effective Date 07/01/2012

RESIDENTIAL BARREL SERVICE

Service Category	Lbs / CY	Wks / mo	SWMD Gate Rate	Single Unit Solid Waste Facility Fee	Single Unit Operating Fee	Single Unit Franchise Fee (0.1111)	Total Rate
Residential Service - Refuse	85	4.33	\$45.95	\$ 8.46		\$ -	\$ 8.46

			Total Solid Waste Facility Fee	Total Operating Fee	Total Franchise Fee	Total Rate
3 - 32 gal barrels	1	32-Gal Barrels	\$ -	\$ -	\$ -	\$ -
4 - 32 gal barrels	1	32-Gal Barrels	\$ -	\$ -	\$ -	\$ -
5 - 32 gal barrels	1	32-Gal Barrels	\$ -	\$ -	\$ -	\$ -
6 - 32 gal barrels	1	32-Gal Barrels	\$ -	\$ -	\$ -	\$ -
Cart (96) gallons	1	96-Gal Cart	\$ -	\$ 17.69	\$ 1.97	\$ 19.66
Cart () gallons					\$ -	\$ -
Recycling Greenwaste					\$ -	\$ -
Other _____					\$ -	\$ -
Other _____					\$ -	\$ -
Special Charges					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -



Revised 2012 Exhibit E
Franchise Area Rates

County Franchise Area CFA 21
 Zone (if applicable) 0
 Subscription 0
 Uniform 0
 Effective Date 07/01/2012

RESIDENTIAL BIN SERVICE

Lbs /CY	Wks /Mo	Gate Rate	Solid Waste Facility Fee
125	4.33	45.95	\$ 12.44

Service Category	Qty	CY Units	Freq p/wk	Single Unit Solid Waste Facility Fee	Single Unit Operating Fee	Single Unit Franchise Fee (0.1111)	Total Rate
BINS Refuse once a week	1	1	1	\$ 12.44		\$ -	\$ 12.44
BINS Refuse twice a week	1	1	2	\$ 24.87		\$ -	\$ 24.87
Res. Bin Service - Refuse							
1.5 CY bin, 1/wk	1	1.5	1	\$ -	\$ -	\$ -	\$ -
1.5 CY bin, 2/wk	1	1.5	2	\$ -	\$ -	\$ -	\$ -
2 CY bin, 1/wk	1	2	1	\$ -	\$ 77.34	\$ 8.59	\$ 85.93
2 CY bin, 2/wk	1	2	2	\$ -	\$ 154.68	\$ 17.18	\$ 171.86
3 CY bin, 1/wk	1	3	1	\$ -	\$ 120.36	\$ 13.37	\$ 133.73
3 CY bin, 2/wk	1	3	2	\$ -	\$ 240.69	\$ 26.74	\$ 267.43
4 CY bin, 1/wk	1	4	1	\$ -	\$ -	\$ -	\$ -
4 CY bin, 2/wk	1	4	2	\$ -	\$ -	\$ -	\$ -
Other _____						\$ -	\$ -
Other _____						\$ -	\$ -
Other _____						\$ -	\$ -
Other _____						\$ -	\$ -
Other _____						\$ -	\$ -
Res. Bin Service - Recycling							
2 CY bin, 1/wk	1	2	1			\$ -	\$ -
3 CY bin, 1/wk	1	3	1			\$ -	\$ -
4 CY bin, 1/wk	1	4	1			\$ -	\$ -
Other _____						\$ -	\$ -
Other _____						\$ -	\$ -
Other _____						\$ -	\$ -
Special Charges							
						\$ -	\$ -
						\$ -	\$ -
						\$ -	\$ -
						\$ -	\$ -
						\$ -	\$ -
						\$ -	\$ -
						\$ -	\$ -
						\$ -	\$ -
						\$ -	\$ -



Revised 2012 Exhibit E
Franchise Area Rates

County Franchise Area CFA 21
 Zone (if applicable) 0
 Subscription 0
 Uniform 0
 Effective Date 07/01/2012

MULTI-RESIDENTIAL BIN SERVICE

Lbs /CY	Wks /Mo	Gate Rate	Solid Waste Facility Fee
125	4.33	45.95	\$ 12.44

Service Category	Qty	CY Units	Freq p/wk	Single Unit Solid Waste Facility Fee	Single Unit Operating Fee	Single Unit Franchise Fee (0.1111)	Total Rate
BINS Refuse once a week	1	1	1	\$ 12.44		\$ -	\$ 12.44
BINS Refuse twice a week	1	1	2	\$ 24.87		\$ -	\$ 24.87
Res. Bin Service - Refuse							
1.5 CY bin, 1/wk	1	1.5	1	\$ -	\$ -	\$ -	\$ -
1.5 CY bin, 2/wk	1	1.5	2	\$ -	\$ -	\$ -	\$ -
2 CY bin, 1/wk	1	2	1	\$ -	\$ 77.34	\$ 8.59	\$ 85.93
2 CY bin, 2/wk	1	2	2	\$ -	\$ 154.68	\$ 17.18	\$ 171.86
3 CY bin, 1/wk	1	3	1	\$ -	\$ 120.36	\$ 13.37	\$ 133.73
3 CY bin, 2/wk	1	3	2	\$ -	\$ 240.69	\$ 26.74	\$ 267.43
4 CY bin, 1/wk	1	4	1	\$ -	\$ -	\$ -	\$ -
4 CY bin, 2/wk	1	4	2	\$ -	\$ -	\$ -	\$ -
5 CY bin, 1/wk	1	5	1	\$ -	\$ -	\$ -	\$ -
5 CY bin, 2/wk	1	5	2	\$ -	\$ -	\$ -	\$ -
Other _____						\$ -	\$ -
Other _____						\$ -	\$ -
Other _____						\$ -	\$ -
Res. Bin Service - Recycling							
2 CY bin, 1/wk	1	2	1			\$ -	\$ -
3 CY bin, 1/wk	1	3	1			\$ -	\$ -
4 CY bin, 1/wk	1	4	1			\$ -	\$ -
Other _____						\$ -	\$ -
Other _____						\$ -	\$ -
Other _____						\$ -	\$ -
Special Charges							
Pull Out Fee per Action					\$ 8.21	\$ 0.91	\$ 9.12
Push In Fee per Action					\$ 8.21	\$ 0.91	\$ 9.12
Install locking device one time Fee					\$ 50.00	\$ 5.50	\$ 55.50



Revised 2012 Exhibit E
Franchise Area Rates

County Franchise Area CFA 21
 Zone (if applicable) 0
 Subscription 0
 Uniform 0
 Effective Date 07/01/2012

COMMERCIAL BARREL SERVICE

Service Category	Lbs / CY	Wks / mo	SWMD Gate Rate	Single Unit Solid Waste Facility Fee	Single Unit Operating Fee	Single Unit Franchise Fee (0.1111)	Total Rate
Commercial Service - Refuse	85	4.33	\$45.95	\$ 8.46		\$ -	\$ 8.46

				Total Solid Waste Facility Fee	Total Operating Fee	Total Franchise Fee	Total Rate
3 - 32 gal barrels	1	32-Gal Barrels		\$ -	\$ -	\$ -	\$ -
4 - 32 gal barrels	1	32-Gal Barrels		\$ -	\$ -	\$ -	\$ -
5 - 32 gal barrels	1	32-Gal Barrels		\$ -	\$ -	\$ -	\$ -
6 - 32 gal barrels	1	32-Gal Barrels		\$ -	\$ -	\$ -	\$ -
Cart (96) gallons	1	96-Gal	Cart	\$ -	\$ 17.69	\$ 1.97	\$ 19.66
Cart () gallons						\$ -	\$ -
Recycling						\$ -	\$ -
Greenwaste						\$ -	\$ -
Other						\$ -	\$ -
Other						\$ -	\$ -
Special Charges						\$ -	\$ -
						\$ -	\$ -
						\$ -	\$ -
						\$ -	\$ -
						\$ -	\$ -
						\$ -	\$ -
						\$ -	\$ -
						\$ -	\$ -
						\$ -	\$ -
						\$ -	\$ -



COMMERCIAL BIN SERVICE

Lbs /CY	Wks /Mo	Gate Rate	Solid Waste Facility Fee
125	4.33	45.95	\$ 12.44

Service Category	Qty	CY Units	Freq p/wk	Single Unit Solid Waste Facility Fee	Single Unit Operating Fee	Single Unit Franchise Fee (0.1111)	Total Rate
BINS Refuse one time a week	1	1	1	\$ 12.44		\$ -	\$ 12.44
BINS Refuse two times a week	1	1	2	\$ 24.87		\$ -	\$ 24.87
BINS Refuse three times a week	1	1	3	\$ 37.31		\$ -	\$ 37.31
BINS Refuse four times a week	1	1	4	\$ 49.74		\$ -	\$ 49.74
BINS Refuse five times a week	1	1	5	\$ 62.18		\$ -	\$ 62.18
BINS Refuse six times a week	1	1	6	\$ 74.61		\$ -	\$ 74.61
1.5 CY bin, 1/wk	1	1.5	1	\$ -	\$ -	\$ -	\$ -
1.5 CY bin, 2/wk	1	1.5	2	\$ -	\$ -	\$ -	\$ -
1.5 CY bin, 3/wk	1	1.5	3	\$ -	\$ -	\$ -	\$ -
1.5 CY bin, 3/wk	1	1.5	4	\$ -	\$ -	\$ -	\$ -
1.5 CY bin, 5/wk	1	1.5	5	\$ -	\$ -	\$ -	\$ -
1.5 CY bin, 6/wk	1	1.5	6	\$ -	\$ -	\$ -	\$ -
2 CY bin, 1/wk	1	2	1	\$ -	\$ 77.34	\$ 8.59	\$ 85.93
2 CY bin, 2/wk	1	2	2	\$ -	\$ 154.68	\$ 17.18	\$ 171.86
2 CY bin, 3/wk	1	2	3	\$ -	\$ -	\$ -	\$ -
2 CY bin, 4/wk	1	2	4	\$ -	\$ -	\$ -	\$ -
2 CY bin, 5/wk	1	2	5	\$ -	\$ -	\$ -	\$ -
2 CY bin, 6/wk	1	2	6	\$ -	\$ -	\$ -	\$ -
3 CY bin, 1/wk	1	3	1	\$ -	\$ 120.36	\$ 13.37	\$ 133.73
3 CY bin, 2/wk	1	3	2	\$ -	\$ 240.69	\$ 26.74	\$ 267.43
3 CY bin, 3/wk	1	3	3	\$ -	\$ -	\$ -	\$ -
3 CY bin, 4/wk	1	3	4	\$ -	\$ -	\$ -	\$ -
3 CY bin, 5/wk	1	3	5	\$ -	\$ -	\$ -	\$ -
3 CY bin, 6/wk	1	3	6	\$ -	\$ -	\$ -	\$ -
4 CY bin, 1/wk	1	4	1	\$ -	\$ -	\$ -	\$ -
4 CY bin, 2/wk	1	4	2	\$ -	\$ -	\$ -	\$ -
4 CY bin, 3/wk	1	4	3	\$ -	\$ -	\$ -	\$ -
4 CY bin, 4/wk	1	4	4	\$ -	\$ -	\$ -	\$ -
4 CY bin, 5/wk	1	4	5	\$ -	\$ -	\$ -	\$ -
4 CY bin, 6/wk	1	4	6	\$ -	\$ -	\$ -	\$ -
5 CY bin, 1/wk	1	5	1	\$ -	\$ -	\$ -	\$ -
5 CY bin, 2/wk	1	5	2	\$ -	\$ -	\$ -	\$ -
5 CY bin, 3/wk	1	5	3	\$ -	\$ -	\$ -	\$ -
5 CY bin, 4/wk	1	5	4	\$ -	\$ -	\$ -	\$ -
5 CY bin, 5/wk	1	5	5	\$ -	\$ -	\$ -	\$ -
5 CY bin, 6/wk	1	5	6	\$ -	\$ -	\$ -	\$ -
6 CY bin, 1/wk	1	6	1	\$ -	\$ -	\$ -	\$ -
6 CY bin, 2/wk	1	6	2	\$ -	\$ 481.54	\$ 53.50	\$ 535.04
6 CY bin, 3/wk	1	6	3	\$ -	\$ -	\$ -	\$ -
6 CY bin, 4/wk	1	6	4	\$ -	\$ -	\$ -	\$ -
6 CY bin, 5/wk	1	6	5	\$ -	\$ -	\$ -	\$ -
6 CY bin, 6/wk	1	6	6	\$ -	\$ -	\$ -	\$ -
Other						\$ -	\$ -
Other						\$ -	\$ -
Other						\$ -	\$ -
Res. Bin Service - Recycling							
1.5 CY bin, 1/wk	1	1.5	1			\$ -	\$ -
1.5 CY bin, 2/wk	1	1.5	2			\$ -	\$ -
2 CY bin, 1/wk	1	2	1			\$ -	\$ -
2 CY bin, 2/wk	1	2	2			\$ -	\$ -
3 CY bin, 1/wk	1	3	1			\$ -	\$ -
3 CY bin, 2/wk	1	3	2			\$ -	\$ -
4 CY bin, 1/wk	1	4	1			\$ -	\$ -
4 CY bin, 2/wk	1	4	2			\$ -	\$ -
Other						\$ -	\$ -
Other						\$ -	\$ -
Other						\$ -	\$ -
Special Charges							
Pull Out Fee per Action					\$ 8.21	\$ 0.91	\$ 9.12
Push In Fee per Action					\$ 8.21	\$ 0.91	\$ 9.12
Install locking device one time Fee					\$ 50.00	\$ 5.50	\$ 55.50

Revised 2012 Exhibit E
Franchise Area Rates

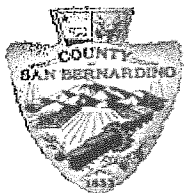
County Franchise Area	CFA 21
Zone (if applicable)	0
Subscription	0
Uniform	0
Effective Date	07/01/2012

ROLL OFF BIN SERVICE

Basis Used:
5 tons per 40 CY box

	SWMD Gate Rate	
Tons / 10 CY	/ Ton	Solid Waste Facility Fee
1.25	57.95	\$ 72.44

Service Category	CY	Tons	Solid Waste Facility Fee	Operating Fee	Single Unit Franchise Fee (0.1111)	Total Rate
Refuse						
10 CY box	10	1.25	\$ -		\$ -	\$ -
20 CY box	20	2.50	\$ -		\$ -	\$ -
30 CY box	30	3.75	\$ -	\$ 220.14	\$ 24.46	\$ 244.60
40 CY box	40	5.00	\$ -		\$ -	\$ -
Special Charges						
Delivery Charge Fee				\$ 101.70	\$ 11.30	\$ 113.00
Monthly Rental Fee				\$ 186.64	\$ 20.74	\$ 207.38



1. The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that this is crucial for ensuring the integrity of the financial data and for facilitating audits.

2. The second part of the document outlines the various methods used to collect and analyze financial data. It covers both traditional methods and more modern, technology-driven approaches.

3. The third part of the document discusses the challenges associated with data collection and analysis. It highlights the need for robust systems and processes to overcome these challenges.

4. The fourth part of the document provides a detailed overview of the different types of financial data and how they are used in various contexts.

5. The fifth part of the document discusses the role of technology in modern financial data analysis. It explores how new tools and techniques are being used to improve efficiency and accuracy.

6. The sixth part of the document concludes by summarizing the key findings and providing recommendations for future research and practice.