



**Contract Number**

09-616A-7

**SAP Number**

## Public Works

**Department Contract Representative  
Telephone Number**

Darren Meeka, Deputy Director  
(909) 386-8703

**Contractor  
Contractor Representative  
Telephone Number  
Contract Term  
Original Contract Amount  
Amendment Amount  
Total Contract Amount  
Cost Center**

USA WASTE OF CALIFORNIA, INC.  
Michael Hammer, President  
(888) 905-8898  
Evergreen - Rolling 8 years

*Amendment No. 7 (effective February 1, 2023), dated December 13, 2022 to Agreement No. 09-616, dated June 16, 2009 between the County of San Bernardino and USA WASTE OF CALIFORNIA, INC. for the collection and transportation of solid waste and other services in County Franchise Area 21.*

**Amendment No. 7**  
**To AGREEMENT BETWEEN**  
**THE COUNTY OF SAN**  
**BERNARDINO AND USA WASTE**  
**OF CALIFORNIA, INC.**  
**FOR THE COLLECTION OF SOLID WASTE AND OTHER SERVICES DATED June**  
**16, 2009 IN COUNTY FRANCHISE AREA 21**

**WHEREAS**, on June 16, 2009 (Item No. 92), the Board of Supervisors (“Board”) approved County Contract No. 09-616 with USA WASTE OF CALIFORNIA, INC. (“Grantee”) to provide for the collection of solid waste and other services (the “Franchise Agreement”); and

**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 Exhibit “E” which sets the current rates for the franchise area; and

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

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

**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; and

**WHEREAS**, on April 18, 2017 (Item No. 36) the Board approved Amendment No. 5 to the Franchise Agreement to sell and transfer assets of Grantee, Benz Sanitation, to USA Waste of California, Inc.; and

**WHEREAS**, on June 9, 2020 (Item No. 76) the Board approved Amendment No. 6 to the Franchise Agreement which revised or replaced Exhibit “A” - Provided Services, Exhibit “A-1” - Services to be Provided, Exhibit “D” – Definitions, Exhibit “E” – Rates, Exhibits “G-1” through “G-4” - Example Rate Adjustment Formulas, Exhibit “G-5” - Example Rate Adjustment Formula, Exhibits “H-1” and “H-2” - Rate Adjustment Indices and Initial Cost Component Weightings for Residential, Commercial and Roll-Off Box Service, and the Exhibit “I” - Example Franchise Fee Calculation in order to include an Organic Waste Recycling Program and revise, replace, or add the following exhibits; and

**WHEREAS**, the County and Grantee desire to update the Exhibit “B-1” Map and the Exhibit “B-2” Legal Description to redefine the franchise area effective February 1, 2023.

**NOW THEREFORE**, the Contract is amended as follows:

1. Section 3, and Section 5 are amended only with respect to the Exhibit “B-1” referenced therein and these references shall mean the Revised 2022 Exhibit “B-1” attached to the Amendment No. 7. Any other references to Exhibit “B-1” in the Contract shall mean the Revised 2022 Exhibit “B-1”.

2. Section 3, and Section 5 are amended only with respect to the Exhibit "B-2" referenced therein and these references shall mean the Revised 2022 Exhibit "B-2" attached to the Amendment No. 7. Any other references to Exhibit "B-2" in the Contract shall mean the Revised 2022 Exhibit "B-2".
3. Exhibit "B-1" Map of Franchise Area is deleted in its entirety and replaced with 2022 Exhibit "B-1," which is attached and incorporated by reference.
4. Exhibit "B-2" Legal Description of Franchise Area is deleted in its entirety and replaced with 2022 Exhibit "B-2," which is attached and incorporated by reference.
5. Except as amended herein, all other terms and conditions of the contract shall remain in effect.

SAN BERNARDINO COUNTY

► *Curt Hagman*  
 Curt Hagman, Chairman, Board of Supervisors

Dated: **DEC 13 2022**

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

By *Janna Moneil*  
 Janna Moneil  
 Clerk of the Board of Supervisors  
 San Bernardino County  
 Deputy



USA WASTE OF CALIFORNIA, INC.

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

By ► *Michael Hammer*  
 (Authorized signature - sign in blue ink)

Name Michael Hammer  
 (Print or type name of person signing contract)

Title President- Southern California Area  
 (Print or Type)

Dated: 12/09/2022

Address 9081 Tujunga Avenue  
Sun Valley, CA 91352

**FOR COUNTY USE ONLY**

Approved as to Legal Form  
 ► *Jolena Grider*  
 Jolena Grider, Deputy County Counsel  
 Date 12/12/22

Reviewed for Contract Compliance  
 ► *Andy Silao*  
 Andy Silao, P.E.  
 Date 12/12/22

Reviewed/Approved by Department  
 ► *Brendon Biggs*  
 Brendon Biggs, Director  
 Date 12/12/22

**2022 EXHIBIT B-1**  
**MAP OF FRANCHISE AREA**

This Exhibit contains a map showing the Franchise Area and the legal exceptions therein, if any, where the Franchise Agreement will not be operative.

(a) **Standard Exceptions:**

- (1) All incorporated areas;
- (2) All territory in which a special district or other public entity provides Solid Waste Handling Services; and
- (3) All County Service Areas that provide Solid Waste Handling Services, which were being provided prior to the Effective Date of this Franchise Agreement.

Naval Air Warfare Center  
China Lake

INYO COUNTY

WELLS VALLEY

Ridgecrest

178

21

EL PASO MOUNTAINS

QUAIL MOUNTAINS

MOJAVE

GRAN

San Bernardino

5266 ft

5483 ft

SUPERIOR VALLEY

TIEFORT MO

KERN COUNTY

395

58

Boron

Kern

58

Document Path: W:\gmaps\solid\_waste\plots\franchise\2022 small Maps\cfa\_21\_map\DWG - 12/1/2022

Sources: Esri, HERE, Garmin, Intermap, increment P., Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community



# SAN BERNARDINO COUNTY Waste Collection Franchise Area 21



- CFA 21
- County Boundary
- City Limits

**2022 EXHIBIT B-2**  
**LEGAL DESCRIPTION OF FRANCHISE AREA**

This Exhibit contains a description of the Unincorporated County territory in which the Franchise Agreement may be exercised and of the exceptions therein, if any, where the Franchise Agreement will not be operative.

## CFA 21

All that certain real property situated within the County of San Bernardino described as follows:

**Beginning** at the southwest corner of Section 31, Township 30 South, Range 41 East, Mount Diablo Meridian, (henceforth M.D.M.) said point being on the westerly boundary of the County of San Bernardino;

Thence northerly along said westerly boundary and following said boundary through all its various courses to the northwest corner of Section 1, Township 27 South, Range 40 East, M.D.M., said corner being an angle point on the southwesterly corner of the China Lake Naval Weapons Center boundary line;

Thence continuing northerly along said westerly boundary and along said Naval Weapons Center boundary (common boundaries) through all their various courses to the northwest corner of Section 1, Township 25 South, Range 40 East, M.D.M., said point also being a point on the northerly boundary of said County of San Bernardino and said Naval Weapons Center;

Thence easterly along said boundaries to a point on the north line of Section 1, Township 25 South, Range 42 East, M.D.M., said point being an angle point on said Naval Weapons Center boundary;

Thence leaving said Naval Weapons Center boundary and continuing along said northerly boundary to the northeast corner of Section 5, Township 25 South, Range 44 East, M.D.M., said point also being a point on the westerly boundary of the China Lake Naval Weapons Center;

Thence leaving said County boundary and along said Naval Weapons Center boundary through its various courses in a generally southerly, southwesterly, easterly and southerly direction to the southwest corner of Section 34, Township 30 South, Range 44 East, M.D.M., said point also being an angle point on said Naval Weapons Center boundary;

Thence leaving said boundary westerly along the section lines to the **Point of Beginning**.

CFA 21

This legal description was prepared by me or under my direction.



11-30-2022

Date

Matthew C. Ehe  
Deputy County Surveyor  
PLS 9410

