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2 RESOLUTION OF THE CITY OF SAN BERNARDINO AUTHORIZING AN  
3 AMENDMENT TO AN AGREEMENT BETWEEN THE CITY OF SAN BERNARDINO  
AND JACK'S DISPOSAL, INC., RELATING TO REFUSE DISPOSAL

4 BE IT RESOLVED BY THE MAYOR AND COMMON COUNCIL OF THE CITY  
5 OF SAN BERNARDINO AS FOLLOWS:

6 SECTION 1. The Mayor of the City of San Bernardino is hereby authorized and directed  
7 to execute on behalf of said City an amendment to an agreement with Jack's Disposal, Inc.,  
8 relating to refuse disposal in the City of San Bernardino.

9 SECTION 2. The authorization to execute the above referenced amendment to the  
10 agreement is rescinded if the parties to the agreement fail to execute it within sixty (60) days of  
11 the passage of this resolution.

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27 May 30, 1996



1 completed by the City. Within thirty (30) days after a written request therefor  
2 by the City, Grantee shall provide City with a written list of customer names  
3 and service addresses for all current accounts in subsequently annexed areas  
4 which list shall be incorporated into this Agreement as part of Exhibit 'A'.  
5 City shall not intentionally solicit Grantee's accounts within the Franchise  
6 Area or Future Annexed Areas, however such accounts may discontinue  
7 Grantee service and contract for City service at their option. Such accounts  
8 may not contract with any other service provider. In the event that a  
9 customer elects to contract with the City for the services contemplated herein,  
10 and Grantee's services are discontinued for a period in excess of one (1) year,  
11 said account may not return to Grantee. In the event a customer of Grantee  
12 listed on Exhibit 'A' moves to a location where the City provides the services  
13 which are the subject matter of this Franchise Agreement, the Grantee will  
14 no longer be permitted to provide such service to said customer. However,  
15 Grantee shall be permitted to continue to provide service to any new  
16 customer opening and/or assuming the account for the original location,  
17 unless the location is vacant for a period of one (1) year or more, in which  
18 case the right of Grantee to provide such service is terminated."

19 3. Subsection A of Section 6 of said Franchise Agreement is hereby amended to read as  
20 follows:

21 "A. Grantee shall ensure that recycling programs are made available for  
22 all of its customers served by this Franchise Agreement. Said recycling  
23 programs shall be subject to the approval of the City's Public Services  
24 Director. However, said approval shall not be unreasonably withheld, nor  
25 shall the City or its Public Services Director impose conditions upon Grantee  
26 which are greater than those included in any applicable recycling program  
27 adopted by the City, or more onerous than those diversion goals required by  
28 AB 939, or any applicable subsequent state or federal legislation."

1 4. Subsection C is hereby added to Section 7 of said Franchise Agreement to read as follows:

2 "C. Any of the Franchise Fees not paid to the City within thirty (30) days  
3 after the close of each month shall become delinquent and shall thereafter  
4 accrue interest at ten percent (10%) per annum, but shall not exceed the legal  
5 rate. The City shall cause written notice of such delinquency to be mailed or  
6 delivered to Grantee. Any Franchise Fees which are delinquent for more than  
7 thirty (30) days after the date of said notice may constitute a material breach  
8 of this Franchise Agreement pursuant to Subsection O of Section 20 hereof  
9 if the City so elects."

10 5. Subsection D is hereby added to Section 13 of said Franchise Agreement to read as  
11 follows:

12 "D. Grantee's tonnage report as required by this Franchise Agreement  
13 should be substantially consistent with the tonnage attributed to Grantee as  
14 reported by the County of San Bernardino and/or any other county. In the  
15 event of a five percent (5%) or more discrepancy in the amount of tonnage  
16 attributed to Grantee in the respective reports generated by Grantee and any  
17 county, the City shall cause written notice of such discrepancy to be mailed  
18 or delivered to Grantee and Grantee shall be given an opportunity to resolve  
19 the discrepancy and/or submit to the county a copy of the tonnage report filed

1 by Grantee with the City. Failure of the Grantee to do so within thirty (30)  
2 days of the date of said notice may constitute a material breach of this  
3 Franchise Agreement pursuant to Subsection O of Section 20 hereof if the  
4 City so elects."

5 6. Subsection M of Section 20 of said Franchise Agreement is amended to read as follows:

7 "M. Right to Audit.

8 Upon fifteen (15) days written notice, the City shall have the right to audit the  
9 records of Grantee relevant to this Franchise Agreement. The audit shall be  
10 performed on Grantee's premises, during normal business hours, and at the  
11 City's expense."

12 7. Subsection O is hereby added to Section 20 of said Franchise Agreement to read as  
13 follows:

14 "O. Breach of Contract.

15 In the event either party to this Franchise Agreement elects to declare a  
16 material breach thereof by the other party, written notice of the purported  
17 breach shall be mailed or personally delivered by the party declaring the  
18 breach to the other party. Said party shall have thirty (30) calendar days from  
19 receipt of notice, including the date of receipt, in which to cure, remedy, or  
20 commence to cure or remedy the breach to the reasonable satisfaction of the  
21 other party. If the purported breach is not cured or remedied within said  
22 thirty (30) day period to the reasonable satisfaction of the party declaring the  
23 breach, or if the breach is such that it cannot be cured or remedied within  
24 such period, then if the party has not taken substantial steps to commence to  
25 cure or remedy the breach, to the reasonable satisfaction of the other party,  
26 then the injured party may seek redress pursuant to Subsection B of Section  
27 20 of this Franchise Agreement."

28 8. Except as amended herein, said Franchise Agreement shall remain in full force and effect.

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1 *First Amendment, Jack's Disposal, Inc. Franchise Agreement.*

2  
3 IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to  
4 Franchise Agreement on the day and date first above shown.

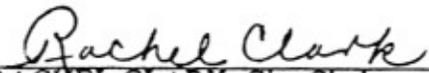
5 JACK'S DISPOSAL, INC.  
6 "GRANTEE"

7  
8 By   
9 Joseph Avakian, President

10 CITY OF SAN BERNARDINO

11  
12 By   
13 Tom Minor, Mayor

14 ATTEST:

15  
16 By   
17 RACHEL CLARK, City Clerk

18 APPROVED AS TO FORM  
19 AND LEGAL CONTENT:

20 JAMES F. PENMAN  
21 City Attorney

22 By 

**TABLE OF CONTENTS**

	<b><u>PAGE</u></b>
Recitals.....	1
1. Grant of Commercial, Residential, Construction, Industrial, and Temporary Bin Franchise.....	2
2. Definitions.....	2
A. AB 939.....	2
B. Bins.....	2
C. Compostable Materials.....	2
D. Future Annexed Areas.....	3
E. Grantee.....	3
F. Recyclable Materials.....	3
G. Recycling Program.....	3
H. Solid Waste.....	3
I. Temporary Bins.....	3
3. Franchise Area; Grandfathered Accounts.....	4
4. Services Provided by Grantee.....	4
A. General.....	4
B. Commercial, Industrial and Multi-Family Residential.	4
(1) Multi-Family Weekly Service.....	4
(2) Commercial and Industrial Weekly Service.....	5
(3) Single Family Residential.....	5
C. Temporary Bin/Rolloff Services.....	5
D. Commercial, Industrial, and Residential Recycling Programs .....	5
(1) Single Family Residential Recycling Programs...	6
(2) Commercial and Industrial Recycling Programs...	6
(3) Temporary Bin/Rolloff Recycling Programs.....	6
5. Disposal of Solid Waste.....	6
6. Recycling.....	6
7. Franchise Fees.....	7
8. Term; Extensions.....	7

**TABLE OF CONTENTS**  
(continued)

	<b><u>PAGE</u></b>
9. Compensation.....	7
A. Residential Rates.....	7
B. Commercial and Industrial Rates.....	8
C. Temporary Bin Rates.....	8
D. Notice of Rate Changes.....	8
E. Notice to City; Recycling Fees.....	8
10. Franchise Transferrable; City Consent Required.....	8
11. Franchise Transfer; Fees.....	8
12. Privacy.....	9
13. Reports.....	9
14. Liability Insurance Coverage.....	10
15. Workers' Compensation Insurance.....	10
16. Hold Harmless.....	11
17. Collection and Equipment.....	11
18. Public Access to Grantee.....	11
A. Office Hours.....	11
B. Service Complaints.....	12
C. Government Liaison Person.....	12
19. Household Hazardous Waste.....	12
20. General Provisions.....	13
A. Amendments.....	13
B. Attorney's Fees.....	13
C. Compliance with Applicable Law.....	13
D. Compliance with Franchise Agreement.....	13
E. Counterparts.....	13
F. Entire Agreement.....	13
G. Exhibit Incorporated.....	14
H. Force Majeure.....	14
I. Gratuities.....	14
J. Independent Contractor.....	14
K. Law to Govern; Venue.....	14
L. Notices.....	15
M. Right to Audit.....	15
N. Validity.....	15

AGREEMENT

between

**THE CITY OF SAN BERNARDINO**

and

**JACK'S DISPOSAL, INC.**

**FOR THE COLLECTION, TRANSPORTATION, AND DISPOSAL OF  
SOLID WASTE AND CONSTRUCTION DEBRIS AND FOR PROVIDING  
TEMPORARY BIN/ROLLOFF SERVICES**

This Franchise Agreement (the "Franchise Agreement") is entered into this 25th day of May, 1995 (the "Effective Date"), by and between the City of San Bernardino (the "City") and Jack's Disposal, Inc. (the "Grantee"), for the collection, transportation, and disposal of solid waste and construction debris and for providing temporary bin/rolloff services.

**RECITALS**

**WHEREAS**, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 ("AB 939"), has declared that it is within the public interest to authorize and require local agencies to make adequate provisions for solid waste and construction debris handling within their jurisdictions; and

**WHEREAS**, pursuant to California Public Resources Code Section 40059(a)(2), the City of San Bernardino ("City") has determined that the public health, safety, and well-being required that a franchise be awarded to a qualified enterprise for the collection, transportation, and disposal of solid waste and construction debris and for providing temporary bin/rolloff services in residential, commercial, construction, and industrial areas in the City of San Bernardino; and

**WHEREAS**, the Common Council of the City of San Bernardino declares its intention of maintaining reasonable rates for the collection, transportation, and disposal of solid waste and construction debris and for providing temporary bin/rolloff services within Franchise areas;

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

## **AGREEMENT**

1. **Grant of Commercial, Residential, Industrial, and Temporary Bin Franchise.**

This Franchise Agreement grants a franchise as provided herein and pursuant to Chapter 8.24 of the San Bernardino Municipal Code Relating to Garbage and Rubbish (hereinafter, "Chapter 8.24") and California Public Resources Code Section 40059(a)(2) to Grantee, for the collection and transportation of recyclable and compostable materials, and for the collection, transportation, and disposal of solid waste and construction debris and for providing temporary bin/rolloff services in commercial, residential, and industrial areas within the City of San Bernardino. Notwithstanding the refuse collection services provided by the City, so long as this Franchise Agreement remains in effect Grantee shall have the right and privilege to collect commercial, residential and industrial refuse in the Franchise Area.

2. **Definitions.**

Whenever any term used in this Franchise Agreement has been defined by Chapter 8.24 of the San Bernardino Municipal Code or Division 30, Part 1, Chapter 2 of the California Public Resources Code, the definitions in the Municipal Code or Public Resources Code shall apply unless the term is otherwise defined in this Agreement.

A. **AB 939.**

"AB 939" shall mean the California Integrated Waste Management Act of 1989, as it may be amended from time to time.

B. **Bins.**

"Bins" shall mean those containers provided by Grantee for commercial, industrial, residential, and multi-family residential uses. Bins are of two types: (i) Bins which are picked up by refuse trucks by means of front loading apparatus; and (ii) Rolloff Bins which are picked up by trucks using rear loading winches onto rails.

C. **Compostable Materials.**

"Compostable Materials" mean any organic materials which have been segregated from other solid waste materials for the purpose of composting. Compostable Materials shall include but not be limited to vegetable, yard, wood, and paper wastes.

D. Future Annexed Areas.

"Future Annexed Areas" mean any unincorporated areas which are located within the City of San Bernardino sphere of influence, or which may be annexed into the corporate boundaries of the City.

E. Grantee.

"Grantee" shall mean Jack's Disposal, Inc., a California corporation, the entity granted the Franchise pursuant to this Franchise Agreement.

F. Recyclable Materials.

"Recyclable Materials" means any materials which have been segregated from other solid waste materials for the purpose of recycling or reuse. Recyclable materials shall include but not be limited to newspapers, corrugated mixed paper, high grade paper, glass containers, yard waste, food waste, plastic containers, other plastics, other glass, metals, waste tires, and wood.

G. Recycling Program.

"Recycling Program" means the collection, removal and transportation of recyclable materials and/or compostable materials to either a processing facility, composting facility or end market where said materials will be sorted, cleaned, treated, composted or reconstituted.

H. Solid Waste.

"Solid Waste" means all putrescible and nonputrescible solid and semisolid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, manure, vegetable or animal solid and semisolid wastes, and other discarded solid and semisolid wastes. "Solid Waste" does not include hazardous waste as defined by the State of California, or low-level radioactive waste. "Solid Waste" does not include medical waste which has not been treated for disposal at a solid waste facility.

I. Temporary Bins.

"Temporary Bins" shall mean all rubbish bins of a size three (3) yards and greater which are placed by Grantee upon user's request at a location within the City limits for a period not to exceed ninety (90) days. "Temporary Bins" shall not include the placing or servicing of any

rubbish bins at any City or Economic Development Agency projects or operations.

3. Franchise Area; Grandfathered Accounts.

The Franchise Area granted by this Franchise Agreement shall be all residential, commercial, and industrial accounts within the City of San Bernardino; provided however, that such Franchise Area shall be limited to those regular accounts "grandfathered" by the City which were acquired by Grantee prior to January 1, 1994 and as are set forth on Exhibit "A". Temporary accounts shall not be limited to the grandfathered accounts and may be acquired by Grantee from time to time. Grantee's accounts in geographical areas not currently within the City of San Bernardino but which are annexed by the City after the effective date shall become part of the Franchise Area on the first day following the month such annexation is completed by the City. Within thirty (30) days after a written request therefore by the City, Grantee shall provide City with a written list of all current accounts in subsequently annexed areas which list shall be incorporated into this Agreement as part of Exhibit "A". City shall not actively solicit Grantee's account within the Franchise Area or Future Annexed Areas, however such accounts may discontinue Grantee service and contract for City service at their option. Such accounts may not contract with any other service provider and may not return to Grantee if such service has been terminated for a period in excess of one hundred eighty (180) days.

4. Services Provided by Grantee.

A. General.

Grantee shall make available to all customers requesting the collection and transportation of recyclable materials and compostable materials, and shall provide the collection, transportation, and disposal of solid waste and construction debris and temporary bin/rolloff services within the Franchise Area in accordance with the terms of this Franchise Agreement.

B. Commercial, Industrial and Multi-Family Residential.

(1) Multi-Family Weekly Service.

Not less often than once per week, and more frequently if required to handle the waste stream of the premises where the bins are located, Grantee shall collect the solid waste (including bulky items which have been placed in a closed bin) for multi-family accounts.

(2) Commercial and Industrial Weekly Service.

Not less often than once per week, and more frequently if required to handle the waste stream of the premises where the bins are located, Grantee shall collect the solid waste, (including bulky items which have been placed in a closed bin) for commercial and industrial accounts.

(3) Single Family Residential.

Not less often than once per week, and more frequently if required to handle the waste stream of the premises Grantee shall collect the solid waste (except bulky items and household hazardous waste) which have been placed, kept, or accumulated in containers at single family detached residences within the Franchise Area and placed at curbside prior to Grantee's normal weekly collection time. All solid waste, compostables, and recyclables must be placed within containers curbside without obstructions so as to permit collection, unless otherwise agreed upon by City and Grantee. Grantee may negotiate special pickup procedures, above and beyond the normal services described above, with customers for an additional fee in an amount not to exceed ten (10%) of the City's then existing rates for such service.

C. Temporary Bin/Rolloff Services.

Grantee shall provide temporary bin/rolloff services for a period not to exceed ninety (90) days. For construction and demolition projects Grantee may provide temporary bin/rolloff services for a period not to exceed one hundred eighty (180) days, provided however, that Grantee will notify City of such project type and an estimate of the length of time services will be provided to Grantee's customer. Such reporting shall be made with and in accordance with section 13 below.

In regards to the time restrictions herein, Grantee may request, and City may extend, the period of time for temporary bin/rolloff services on a case-by-case basis, upon written notification thereof.

D. Commercial, Industrial, and Residential Recycling Programs.

The Grantee shall develop and present to the Director of Public Services a recycling program to provide services to the commercial, industrial, and residential customers within Grantee's Franchise Area.

(1) Single Family Residential Recycling Programs.

Grantee agrees to offer to all single family residential customers the same recyclable materials and compostable materials that are collected or will be collected by the City of San Bernardino's residential recycling program. Method of collection, including type of vehicles and containers, frequency of collection and methods of processing shall be at the discretion of the Grantee.

(2) Commercial and Industrial Recycling Programs.

Grantee agrees to offer a recycling program to all commercial and industrial customers served by Grantee within Grantee's Franchise Area.

(3) Temporary Bin/Rolloff Recycling Programs.

Grantee agrees to offer a recycling program to all temporary bin/rolloff service customers and accounts.

5. Disposal of Solid Waste.

Grantee shall dispose of solid waste at a permitted landfill, transfer station, recycling facility, materials recovery facility, or other disposal, composting, or recycling facility which is lawfully authorized to accept such solid waste, compostable materials or recyclable materials. City shall reserve the right to direct Grantee to the use of certain disposal, recycling or composting facilities within the County of San Bernardino; provided however that Grantee shall not bear costs greater than ten percent (10%) of its then existing disposal related fees as a result of City's direction. Grantee shall reserve the right to transport such solid waste, compostable materials or recyclable materials to disposal, recycling and composting facilities owned, operated and controlled by Grantee.

6. Recycling.

A. Grantee shall ensure that recycling programs are made available for all of its customers served by this Franchise Agreement.

B. Where Grantee's customers request recycling services of Grantee, recyclable materials shall be collected at a minimum of twice per month.

C. Grantee shall, at intervals of no greater than annually provide educational and informational literature to its customers describing the recycling services to be provided, the materials to

be recycled, instructions on how to participate and provide the Grantee's phone number.

D. Grantee shall provide copies of all educational and informational materials required under this section to the City for approval prior to distribution of material to Grantee's customers.

7. Franchise Fees.

A. Beginning on the first day of the month following the Effective Date of this Franchise Agreement and continuing for a period of two years ("Initial Fee Term"), a Franchise Fee of ten percent (10%) of the Grantee's Gross Revenues collected from services provided to residential, commercial, industrial and temporary bin consumers, in the Franchise Area shall be payable by Grantee to City within twenty (20) days after the close of each month.

B. After expiration of the Initial Fee Term and continuing thereafter throughout the term of this Franchise Agreement, a Franchise Fee of eleven percent (11%) of the Grantee's Gross Revenues collected from services provided to residential, commercial, industrial and temporary bin consumers, in the Franchise Area shall be payable by Grantee to City within twenty (20) days after the close of each month.

8. Term, Extensions.

This Franchise Agreement shall continue for a period of eight (8) years from the Effective Date. At the end of each year of this Franchise Agreement commencing on the Effective Date, and annually thereafter, the term of this Agreement shall be extended for an additional one year, unless within thirty (30) days prior thereto either the City or the Grantee gives written notice of non-renewal to the other party. In the event such a notice of non-renewal is given at any such anniversary date, there shall be eight (8) years remaining on the term of this Agreement and such eight (8) year period may not be reduced for any reason except termination for default.

9. Compensation.

A. Residential Rates.

Grantee shall provide the services described in this Franchise Agreement to residential consumers at a rate of no less than the minimum rates fixed by the City from time to time and at a rate no greater than the minimum rates fixed by the City from time to time plus the Franchise Fee.

B. Commercial and Industrial Rates.

Grantee shall provide the services described in this Franchise Agreement to commercial and industrial consumers at a rate of no less than the minimum rates fixed by the City from time to time. There shall be no prohibition on the maximum rate charged by Grantee to commercial consumers.

C. Temporary Bin Rates.

Grantee shall provide the services described in this Franchise Agreement to temporary bin consumers at a rate of no less than the minimum rates fixed by the City from time to time. There shall be no prohibition on the maximum rate charged by Grantee to temporary bin consumers.

D. Notice of Rate Changes.

The City shall notify Grantee of all rate changes in residential and commercial rates charged to its consumers within twenty (20) days of such change.

E. Notice to City; Recycling Fees.

Nothing in this Franchise Agreement shall preclude Grantee from assessing reasonable fees for providing recycling services to its commercial, industrial and residential customers, to be effective after thirty (30) days written notice to the City.

10. Franchise Transferrable; City Consent Required.

Grantee shall not transfer, sell or assign the franchise granted by this Franchise Agreement except with the express prior written consent of the City, which shall not unreasonably be withheld. For the purposes of this Franchise Agreement a transfer shall include the sale of over fifty percent (50%) of the stock of the corporation, or a number of sales that over time and in the aggregate exceed fifty percent (50%), provided however that a sale or transfer to family members, or the estate, of the current owners of Grantee shall not be restricted by this Franchise Agreement. Family members are those individuals who are related by blood, marriage or adoption.

11. Franchise Transfer - Fees.

Any application for a franchise transfer shall be made in a manner determined by the City. The applicant shall reimburse the City for all administrative costs of such application and transfer. Bills for such transfer fee shall be supported with evidence of the expense or cost incurred. The applicant shall pay such bills

within thirty (30) days of receipt.

12. Privacy.

A. Grantee shall strictly observe and protect the rights of privacy of customers. Information identifying individual customers or the composition or contents of a customer's waste stream shall not be revealed to any person, governmental unit, private agency, or company, unless upon the authority of a court of law, by statute, or upon valid authorization of the customer. This provision shall not be construed to preclude Grantee from preparing, participating in, or assisting in the preparation of waste characterization studies or waste stream analyses which may be required by AB 939.

B. Grantee shall not market or distribute, outside the normal course of its business, mailing lists with the names and addresses of customers.

C. The rights accorded customers pursuant to this Section shall be in addition to any other privacy right accorded customers pursuant to Federal or State Law.

13. Reports.

A. Within twenty (20) days after the end of each of Grantee's calendar months, Grantee shall submit a written report to the City's Director of Public Services, in a format provided by the Director, including the following information:

- (1) Gross revenues collected by Grantee for services provided in the Franchise Area;
- (2) Franchise Fees payable to City;
- (3) Total tonnage of solid waste collected in Franchise Area;
- (4) Total number of commercial, residential and industrial accounts in the Franchise Area; and
- (5) Total tonnage of solid waste recycled identified by residential, commercial, and industrial materials collected;
- (6) Tonnage delivered by Grantee to each permitted landfill, transfer station, recycling facility, materials recovery facility, end market or other disposal, composting or recycling facility;
- (7) A list of Grantee's collection truck numbers which operated within the City, the route each collection truck was

assigned to each day during the month, and a map of each route identifying the specific geographical areas served by that route.

B. Within three (3) City working days after the placement of a Temporary Bin by Grantee, Grantee will notify City's designated contact position as to the date, size and location of such temporary bin.

C. An annual report, in a form satisfactory to the City, on the Grantee's progress in meeting and maintaining its ability to meet its goals under AB 939, along with any recommended changes.

14. Liability Insurance Coverage.

Grantee agrees to procure and maintain in force during the term of this Agreement and any extension thereof, at its expense, public liability insurance adequate to protect against liability for damage claims through public use of or arising out of accidents occurring from said services, in a minimum amount of \$5,000,000 combined single limits for bodily injury and property damage. Such insurance policies shall provide coverage for City's contingent liability on such claims or losses. City, its officers, agents and employees shall be named as an additional insured. A certificate of insurance shall be delivered to City's Risk Management Division. Grantee agrees to obtain a written obligation from the insurers to notify City in writing at least thirty (30) days prior to cancellation or refusal to renew any such policies.

15. Workers' Compensation Insurance.

Grantee shall obtain and maintain in full force and effect throughout the entire term of this Franchise Agreement full workers' compensation insurance in accord with the provisions and requirements of the Labor Code of the State of California. Endorsements that implement the required coverage shall be filed and maintained with the City throughout the term of this Franchise Agreement. The policy providing coverage shall be amended to provide that the insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to City. The policy shall also be amended to waive all rights of subrogation against the City, its elected or appointed officials, employees, agents, or Grantees for losses which arise from work performed by the named insured for the City.

16. Hold Harmless.

Grantee agrees to defend, indemnify, save and hold City, its officers, agents and employees harmless from any liability for any claims, or suits at law or in equity, or in any administrative proceeding, that may be brought by third persons on account of personal injury, death, or damage to property, or a property of business or personal interest, or for fines, forfeiture or civil penalties arising from any act or omission by Grantee its officers, agents or employees while performing operations under this Agreement; provided however, City shall provide Grantee with notice as herein set forth and shall provide Grantee with the opportunity to defend Grantee from any such liability. The City shall notify Grantee, in writing, within fifteen days of City's knowledge, or when City should have known, of such claims, accusations, or suits at law or in equity, or in any administrative proceeding.

17. Collection and Equipment.

A. Grantee shall provide an adequate number of vehicles and equipment for collection, transportation, recycling, and disposal of solid waste for which it is responsible under this Franchise Agreement.

(1) All vehicles used by Grantee under this Franchise Agreement shall be registered with the Department of Motor Vehicles of the State of California, shall be kept clean and in good repair.

(2) Solid waste collection vehicles shall be washed at least once every seven (7) calendar days.

(3) "Jack's Disposal", a local or toll free telephone number, and vehicle number shall be visibly displayed on all vehicles in letters and figures no less than five inches (5") high to provide customers with access to Grantee to alert Grantee of problems or concerns with customers waste collection service.

18. Public Access to Grantee.

A. Office Hours.

Grantee's office hours shall be, at a minimum, from 8:00 a.m. to 5:00 p.m. daily, on all collection days. A representative of Grantee shall be available during office hours for communication with the public at Grantee's principal office. In the event that normal business cannot be rectified over the telephone, a representative of Grantee shall agree to meet with the public at a location agreeable to Grantee and the public during normal office hours. The office telephone number(s) shall either be a local or toll free call. Grantee shall also maintain a local or toll free

after hours telephone number for use during other than normal business hours. Grantee shall have a representative or answering system or device available at said after-hours telephone number during all hours other than normal office hours.

**B. Service Complaints.**

(1) All customer complaints shall be directed to Grantee. Grantee shall record all complaints received by mail, by telephone, or in person (including date, name, address of complainant, and nature of complaint). Grantee agrees to use its best efforts to resolve all complaints by close of business of the next business day following the date on which such complaint is received. Service complaints may be investigated by the City. Unless a settlement satisfactory to complainant, the Grantee, and the City is reached, the complainant may refer the matter to the City for review.

(2) Grantee shall maintain records listing the date of consumer complaints, the customer, describing the nature of the complaint or request, and when and what action was taken by the Grantee to resolve the complaint. All such records shall be maintained and shall be available for inspection by City.

**C. Government Liaison Person.**

The Grantee shall designate a "government liaison person" who shall be responsible for working with a City chosen designee to resolve consumer complaints. The cost of designating a government liaison person by the Grantee shall be borne by the Grantee.

**19. Household Hazardous Waste.**

Grantee agrees to notify its customers within the Franchise Area, of City's Household Hazardous Waste programs as identified in the City's Household Hazardous Waste Element prepared by the City as required by AB 939, and other City or County sponsored programs as may be offered from time to time.

20. General Provisions.

A. Amendments.

This Franchise Agreement may be amended or modified only by written agreement signed by both parties. Failure on the part of either party to enforce any provision of this Franchise Agreement shall not be construed as a continuous waiver of the right to compel enforcement of such provision or provisions, nor shall such waiver be construed as a release of any surety from its obligations under this Franchise Agreement.

B. Attorney's Fees.

Should any party violate or breach any term or condition of this Agreement, any other party shall have, without limitation, the right to move for entry of judgment by a court of competent jurisdiction, to seek specific performance thereof, and otherwise exercise all remedies available to he, she or it under the law to obtain redress from injury or damage resulting from any such violation or breach. In any such legal proceeding(s) brought to enforce the terms and conditions of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs incurred as a consequence hereof. Reasonable attorneys' fees shall include those of the City Attorney's office.

C. Compliance with Applicable Law.

The Parties agree that they will comply with all applicable federal, state, county or municipal statutes, ordinances, rules, regulations and enactments which are currently in effect or which may be adopted hereafter.

D. Compliance with Franchise Agreement.

Grantee shall comply with ordinances, resolutions or regulations enacted by the City of San Bernardino which are applicable and with any and all amendments to such applicable provisions during the term of this Franchise Agreement.

E. Counterparts.

This document may be executed in one or more separate counterparts, each of which, when so executed, shall be deemed to be an original. Such counterparts shall, together, constitute and shall be one and the same instrument.

F. Entire Agreement.

There are no understandings or agreements except as herein expressly stated. Any modifications must be in writing.

G. Exhibit Incorporated.

Exhibit "A" is attached to and incorporated into this Franchise Agreement by reference.

H. Force Majeure.

Grantee shall not be in default under this Franchise Agreement in the event that the temporary bin/rolloff services and the collection, transportation, and disposal of solid waste and construction debris provided by the Grantee are temporarily interrupted or discontinued for any of the following reasons: riots, wars, sabotage, civil disturbances, insurrection, explosion, natural disasters such as floods, earthquakes, landslides, and fires, and other labor disturbances or other catastrophic events which are beyond the reasonable control of Grantee. Other catastrophic events do not include the financial inability of the Grantee to perform or failure of the Grantee to obtain any necessary permits or licenses from other governmental agencies or the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of Grantee.

I. Gratuities.

Grantee shall not, nor shall it permit any agent, employee, or subgrantee employed by it to, request, solicit, demand, or accept, either directly or indirectly, any gratuity for temporary bin/rolloff services and the collection, transportation, and disposal of solid waste and construction debris otherwise required under this Franchise Agreement.

J. Independent Contractor.

Grantee is an independent contractor and not an officer, agent, servant, or employee of City. Grantee is solely responsible for the acts and omissions of its officers, agents, employees, Grantees, and subgrantees, if any. Nothing in this Franchise Agreement shall be construed as creating a partnership or joint venture between City and Grantee. Neither Grantee nor its officers, employees, agents, or subgrantees shall obtain any rights to retirement or other benefits which accrue to City employees.

K. Law to Govern; Venue.

The law of the State of California shall govern this Franchise Agreement. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of San Bernardino. In the event of litigation in a U.S. District Court, exclusive venue shall lie in the Central District of California.

L. Notices.

All notices herein required shall be in writing and delivered in person or sent by certified mail, postage prepaid, addressed as follows:

"City"

City of San Bernardino  
300 North "D" Street  
San Bernardino, CA 92418

"Grantee"

Jack's Disposal, Inc.  
380 West Oak Street  
P. O. Box 141  
San Bernardino, CA 92402

Nothing in this paragraph shall be construed to prevent the giving of notice by personal service.

M. Right to Audit.

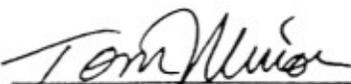
Upon fifteen (15) days notice, the City shall have the right to audit the records of Grantee relevant to this Franchise Agreement. The audit shall be performed on Grantee's premises, during normal business hours, and at the City's expense.

N. Validity.

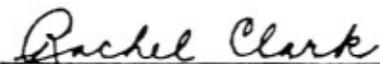
If any terms, condition, provision, or covenant of this Franchise Agreement shall to any extent be judged invalid, unenforceable, void, or voidable for any reason whatsoever by a court of competent jurisdiction, each and all remaining terms, conditions, promises and covenants of this Franchise Agreement shall be affected and shall be valid and enforceable to the fullest extent permitted by law.

WITNESS the execution of this Agreement of the day and year written above.

CITY OF SAN BERNARDINO

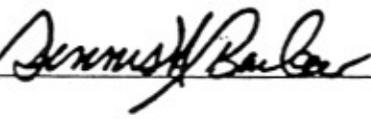
By:   
TOM MINOR  
Mayor

ATTEST:

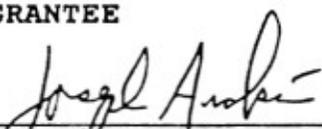
  
RACHEL CLARK  
City Clerk

APPROVED AS TO FORM  
AND LEGAL CONTENT:

James F. Penman,  
City Attorney

By: 

GRANTEE

  
Joseph Avakian, President  
Jacks Disposal, Inc.

# GRANDFATHER LIST

5-22-1995

JACK'S DISPOSAL SERVICE

Page: 1

## ACTIVE CUSTOMER LIST

Service Address	Acct#	Customer Name	Remarks
500 W. 17TH	7189	SAN BERNARDINO COMMUNITY HOSPITA	-----
575 W. 17TH	21097	COGUN INDUSTRIES, INC.	-----
031 E. 19TH	13497	CARLOS CARRILLO	-----
043 E. 19TH	8265	RAJ IYER	-----
057 E. 19TH	17339	JESUS GONZALES	-----
091 E. 20 ST.	18545	MIGUEL GONZALES VIRAMONTES	-----
115 E. 21ST	19045	BALBEMAR ALVAREZ	-----
125 E. 21ST	6795	GOODNOW TRUST	-----
135 E. 21ST	17976	JUAN BLAS	-----
145 E. 21ST	21176	LARRY BRUNELLI	-----
128 E. 21ST	18782	ALVARO RAIGOZA	-----
196 E. 2ND ST.	15948	CALISTRO LEPE	-----
155 W. 2ND ST.	6725	JOHNS BURGER FOOD BIZARRE	-----
192 E. 3RD ST	5929	COZY CORNER	-----
15 E. 3RD ST.	6003	CREEK SIDE VILLAGE APARTMENTS	-----
17 E. 3RD ST.	16557	KATHRINE GONZALEZ	-----
17 E. 40TH	6811	BEST CALIFORNIA GAS LTD. #324	-----
10 E. 40TH	19781	CIRCLE K	-----
15 E. 40TH	6800	WILDWOOD SHELL	-----
17 W. 40TH	18896	PRIMETIME	-----
1 W. 40TH	17470	REDDI ROOTER PLUMBING	-----
1 W. 40TH	12084	KID CONNECTION	-----
10 W. 4TH ST.	8497	KCKC	-----
138 W. 5TH	5943	ONKIN TRAILER SALES	-----
17 W. 5TH	18931	DESERT INN	-----
15 W. 5TH	6749	ROYAL MOTEL	-----
16 E. 6TH ST.	6765	SCHOOL OF HOPE	-----
126 W. 6TH ST.	21214	FRONTIER CONSTRUCTION	-----
180 E. 9TH	7468	ASSURED MINI STORAGE	-----
130 E. 9TH	17491	MIKE LONDON	-----
15 E. 9TH	19701	TINA EYRAUD	-----
14 E 9TH ST.	15335	DK FRECH CORP.	-----
132 ACRE LANE	6020	ED KILLGORE	-----
11 E. AIRPORT DR.	3815	AMC THEATER	-----
104 ARDEN	17706	M.B.W. INVESTMENTS	-----
111 ARDEN	1984	PARK HEIGHTS APARTMENTS	-----
134 ARDEN	5642	7-11 MARKET	-----
138 ARDEN	19950	UNITED INVESTMENT GROUP	-----
148 ARDEN	16862	STEPHANIE GAMANGE	-----
104 ARGYLE	6946	SLAVICK'S	-----
116 ARGYLE	6032	RONALD SLAVICK	-----
13 N. ARROWHEAD	18547	TOWER MEDICAL	-----

## ACTIVE CUSTOMER LIST

Service Address	Acct#	Customer Name	Remarks
112 S. ARROWHEAD	14043	SOCCER CENTER	
408 S. ARROWHEAD	9453	EUROPEAN PERFORMANCE	
435 S. ARROWHEAD	16378	C.D.S. LEGAL SERVICES	
595 S. ARROWHEAD	9081	GRANT MUSICK TRUCK PARTS	
1375 E. BASELINE	16850	PEPPER TREE DISTRIBUTION	
1411 E. BASELINE	18445	BAKERS BURGER MAINT.	
1411 E. BASELINE	18970	NAGLE INC.	
1639 E. BASELINE	19917	THE TREASURE SHOP	
1655 E. BASELINE	21219	HOME LUMBER	
1679 E. BASELINE	5659	TACO TIA INC.	
1715 E. BASELINE	19373	SMOG PLUS	
1729 E. BASELINE	5655	KNIGHTS OF COLUMBUS	
208 E. BASELINE	17081	FURNITURE MAN	
2568 E. BASELINE	1474	ROYAL PALMS	
789 E. BASELINE	6038	SPORT TRAILERS	
885 E. BASELINE	6048	GENE'S TRADING POST	
961 E. BASELINE	5652	CHARLES CAR SALES	
1718 W. BASELINE	13472	BASELINE MINI STORAGE	
2300 W. BASELINE	1169	HOLIDAY TRUCKING	
2400 W. BASELINE	6047	FISHERS GRADING	
2' W. BASELINE	6033	ALFREDO'S PIZZA	
300 W. BASELINE	6035	7-11 MARKET	
794 W. BASELINE	14054	AM P'M MINI MARKET	
799 W. BASELINE	6039	SHELL-MINI MART	
1041 BENEDICT	9765	S.M. DADERIAN	
675 BIRCH CT.	19957	AIRCRAFT TOOL	
893 E. BRIER RD	5574	EVELYN BRIER	
2302 CABRERA ST.	18917	ROGER HALL	
2180 CAJON	6078	LIDO MOTEL	
3030 CAJON	13290	ENEDINA CORTES	
238 CANYON RD.	694	MITCHELL SLAGERMAN	
252-54 CANYON RD.	5685	KEITH BAGNELL	
260 CANYON RD.	6082	JAMES MASSEY	
404 CANYON RD.	5683	KUMAR KONERU	
150 E. CAROLINE	19255	BAJA TILE	
195 E. CAROLINE	19047	MIDNIGHT RODEO	
17 W. CAROLINE	9493	WICKES FURNITURE	
303 CEDAR DR.	6084	JOHN SALAZAR	
147 E. CENTRAL AVE.	6087	JAMES GREEN	
400 W. CHESTNUT	7094	SOUTHERN CALIFORNIA EDISON CO.	
25 E. CLUB CENTER DRIVE	9794	COSTCO WHOLESALE	
430 COOLEY CT.	20412	J.P. TECHNOLOGY	

## ACTIVE CUSTOMER LIST

Service Address	Acct#	Customer Name	Remarks
1450 COOLEY CT.	12069	D. SALTER CO.	
544 S. CRESCENT	19704	CHAPARRAL CYCLE SUPPLY	
3701 N. D ST.	19147	HILLSIDE MOTEL	
1663 E. DATE	6116	POSTMASTER	
1681 E. DATE	5708	DAVID-RICHARD ELECTRIC	
2595 E. DATE	6118	FIRST CHURCH OF GOD	
4248 DAVID WAY	6462	JIM BATCHELOR	
4360 DAVID WAY	13474	FRANK BOWMAN	
1895 DEL ROSA AVE.	13541	DEL ROSA 8 CINEMA	
2376 DEL ROSA AVE.	4422	DEL ROSA PLAZA	
2382 DEL ROSA AVE.	16998	DEL ROSA HEADSTART	
2601 DEL ROSA AVE.	8242	PLAZA DEL ROSA	
2673 DEL ROSA AVE.	5713	OASIS POOL SERVICE	
2734 DEL ROSA AVE.	19782	CIRCLE K	
2742 DEL ROSA AVE.	5716	MOBIL STATION	
2885 DEL ROSA AVE.	14387	AM PM MINI MARKET	
2886 DEL ROSA AVE.	6123	DEL ROSA SHELL	
2005 DUMBARTON	16964	TONY HILL	
101 N. E ST.	19554	MAIN STREET CAR WASH	
1092 N. E ST.	6155	BERDO CHOPPER	
1 N. E ST.	7034	LARRY AMMONS	
1 N. E ST.	202	WESTERN DENTAL SERVICE INC.	
1303 N. E ST.	18838	97 DISCOUNT	
1363 N. E ST.	17910	PHOENIX MOTEL	
2102 N. E ST.	19434	A TO Z THRIFT STORE	
3003 N. E ST.	6160	BARRY HENRY'S	
3008 N. E ST.	19783	CIRCLE K	
746 N. E ST.	6154	TOWN LODGE	
111 S. E ST.	6151	ASTRO MOTEL	
1730 S. E ST.	8636	D.J. SALTER CONSTRUCTION	
275 S. E ST.	14327	ALL PRO SMOG & TUNE	
1730 S. E STREET	7993	D. SALTER & CO.	
348 S. E. ST.	18811	SAN BDNO PIPE & SUPPLY	
3755 EL CAMINO	7610	JAMES GIEBLER	
2778 ESPERANZA	21121	FRONTIER CONSTRUCTION	
1525 EUREKA	16144	EUREKA MANOR	
1589 FERREE	8696	RUIZ JOSE	
2618 FLINT WAY	9152	GREEN TREE GARDEN	
173 S. G ST.	6486	ERLANGER SALES CO.	
4472 GEORGIA BLVD.	7180	MCLANE SOUTHERN CALIFORNIA	
4472 GEORGIA BLVD.	16505	MCLANE SOUTHERN CALIFORNIA	
1604 GUTHRIE	2371	JAMES CALOBREVES	

## ACTIVE CUSTOMER LIST

Service Address	Acct#	Customer Name	Remarks
2159 GUTHRIE	19921	DUARTE APTS	
570 N. H ST.	6206	SUNSHINE MOTEL	
555 S. H STREET	19581	CARLONE CONSTRUCTION	
3909 HALLMARK	8974	UNIVERSITY SHELL	
4345 HALLMARK	14122	CUMBERLAND WEST	
4695 HALLMARK	21268	MC LANE SOUTHERN CALIFORNIA	
4835 HALLMARK	18000	WATSON MEDICAL LAB.	
5185 HALLMARK	8180	STATE COLLEGE SELF STORAGE	
885 E. HARRIMAN	6583	SAM'S CLUB #6624	
888 E. HARRIMAN	21029	MAGNUM ENTERPRISES, INC.	
897 E. HARRIMAN	9431	SPORTSMART	
1200 E. HIGHLAND AVE	6474	MING CHI CHENG	
1617 E. HIGHLAND AVE	14	MILLER'S OUTPOST #242	
1645 E. HIGHLAND AVE	8936	DEL ROSA PLAZA	
1668 E. HIGHLAND AVE	17570	A PLUS AUTOMOTIVE	
1722 E. HIGHLAND AVE	6478	CHIEF AUTO PART #23711	
1790 E. HIGHLAND AVE	3848	EARLY CALIFORNIA MOTEL	
1900 E. HIGHLAND AVE	6481	HIGHLAND NAPA	
2005 E. HIGHLAND AVE	15567	ROCKY MARKET	
2025 E. HIGHLAND AVE	8735	GROCERY WAREHOUSE	
20 E. HIGHLAND AVE	9793	STERLING PLAZA PARTNERS	
20 E. HIGHLAND AVE	17469	BLOCKBUSTER VIDEO #06302	
2175 E. HIGHLAND AVE	7223	HIGHLAND VILLAGE INVESTORS	
2402 E. HIGHLAND AVE	18812	HIGHLAND TEXACO	
2566 E. HIGHLAND AVE	9294	TWO GUYS ITALIAN RESTAURANT	
2692 E. HIGHLAND AVE	6494	FIESTA HILL MOBILEHOME PARK	
2912 E. HIGHLAND AVE	6488	O'FLANARY'S FARMERS MARKET	
3405 E. HIGHLAND AVE	19779	CIRCLE K	
3505 E. HIGHLAND AVE	11845	ONE-ELEVEN DEVELOPMENT CONST	
3606 E. HIGHLAND AVE	6490	MOUNTAIN SHADOW CHEVRON	
3644 E. HIGHLAND AVE	20296	CUCA'S MEXICAN FOOD	
3654 E. HIGHLAND AVE	19936	SALVATION ARMY	
3694 E. HIGHLAND AVE	16556	HIGHLAND STAR CENTER	
3702 E. HIGHLAND AVE	1917	DEL TACO #241	
3708 E. HIGHLAND AVE	19758	EAST HIGHLAND AUTO TECH	
4000 E. HIGHLAND AVE	19190	HIGHLAND & BOULDER PARTNERS	
4070 E. HIGHLAND AVE	19583	APPLEBEE'S GRILL & BAR	
4080 E. HIGHLAND AVE	18842	ROSS STORE #284	
120 E. HIGHLAND AVE	19340	REDLANDS FEDERAL	
150 E. HIGHLAND AVE	18037	BURGER KING	
66 E. HIGHLAND AVE	7837	SHERMAN PLUMBING	
680 W. HIGHLAND AVE	6476	HIGHLAND LUMBER CO	

## ACTIVE CUSTOMER LIST

Service Address	Acct#	Customer Name	Remarks
1933 W. HIGHLAND AVE	16266	AM PM MARKET	-----
2087 W. HIGHLAND AVE	6017	THRIFTY OIL #325	-----
687 W. HIGHLAND AVE	20480	JOSE'S TIRE SHOP	-----
695 W. HIGHLAND AVE	6238	AMERICAN FAMILY DENTAL CARE	-----
995 W. HIGHLAND AVE	6016	THRIFTY OIL #327	-----
1056 HOPE ST	18320	CAROLYN HARRIS	-----
984 HOPE ST	1897	MARY RUIZ	-----
118 E. HOSPITALITY LN.	1826	EL TORITO SAN BERNARDINO #146	-----
205 E. HOSPITALITY LN.	6502	LA QUINTA INN	-----
225 E. HOSPITALITY LN.	20556	TRAVEL LODGE	-----
239 E. HOSPITALITY LN.	9868	SPOON'S RESTAURANTS INC.	-----
294 E. HOSPITALITY LN.	6501	SUPER 8 MOTEL	-----
495 E. HOSPITALITY LN.	21118	HK MERRON CONSTRUCTION	-----
675 E. HOSPITALITY LN.	13716	OFFICE CLUB INC. #842	-----
784 E. HOSPITALITY LN.	21215	HK MERRON CONSTRUCTION	-----
855 E. HOSPITALITY LN.	8620	LA PETITE	-----
636 S. I ST	8952	BELL ROOFING	-----
495 INDUSTRIAL RD.	9752	DEMAR BARON POOL PLASTERING	-----
5435 INDUSTRIAL RD.	1114	MANNESMANN DEMAG CORP.	-----
1200 KENDALL	2450	KENDALL TOWERS	-----
2 KENDALL	16383	KENDALL PARK APARTMENTS	-----
80 KENDALL	6514	THE RUSTIC INN	-----
824 KENDALL	20300	ADVANCED AUTO SERVICE	-----
842 KENDALL	6515	WOODEN NICKEL	-----
949 KENDALL	14020	PAYLESS DRUGS	-----
959 KENDALL	18315	BLOCKBUSTER VIDEO #06282	-----
263 LENA RD	5791	BIRMINGHAM WIPERS	-----
624 S. LINCOLN	11391	HUNSAKER CORPORATION	-----
1189 LYNWOOD DR.	6524	SHAMMAS FOREIGN REPAIRS	-----
1225 LYNWOOD DR.	6526	SPORTSPAGE BAR & GRILL	-----
1525 LYNWOOD DR.	6528	LYNWOOD PARK	-----
1900 LYNWOOD DR.	6529	THE CHURCH IN SAN BDNO	-----
1997 MARSHALL	16642	SBNO TEACHERS ASSOCIATION	-----
1877 MASSACHUSETTS	6539	SIERRA LAND GROUP INC	-----
2176 MC KINLEY	19466	JOSE DOMINGUEZ	-----
2194 MC KINLEY	9314	JAMES BURCHER	-----
2195 MC KINLEY	5984	JOE POWERS	-----
2111 MEYERS RD.	14277	NANCY JACCOBS	-----
111 E. MILL ST.	7183	SUVERKRUP LUMBER	-----
310 W. MILL ST.	6547	U.S.A. CHECK CASHIERS	-----
787 W. MILL ST.	18500	UNISOURCE CORP.	-----
889 W. MILL ST.	15407	CHAPARRAL CYCLE SUPPLY	-----

## ACTIVE CUSTOMER LIST

Service Address	Acct#	Customer Name	Remarks
908 W. MILL ST.	6543	YUM YUM DONUTS #48	
3762-64-66 MOUNTAIN VIEW	5810	DON DEVLIN	
106 N. MT VERNON	5807	KEENAN'S ROCKET	
1101 N. MT VERNON	5808	PETE'S LIQUOR	
1488 N. MT VERNON	6553	OASIS MOTEL	
1495 N. MT VERNON	6554	MOJAVE MOTEL	
2036 N. MT VERNON	6557	SHARENE MOTEL	
2044 N. MT VERNON	18238	PRECISION PAINTING & DECORATING	
565 N. MT VERNON	9963	COUNTY OF S.B.	
739 N. MT VERNON	8267	YOUR MARKET CENTER	
N.A.F.B BLDG #518	14442	CDMFPC	
N.A.F.B. BLDG #707	14087	LOCKHEED COMMERCIAL AIRCRAFT CEN	
2141 NEWCOMB	19837	DAN HALE	
2194 NEWCOMB	6603	CLAYTON KAUTZMAN	
365 NORMAN RD.	12166	JAVIER LEPE	
604 NORMAN RD.	11419	REFUGIO PEREZ	
664 NORMAN RD.	6597	MGR SERVICES	
948 NORMAN RD.	17815	CATHY BRADLEY	
986 NORMAN RD.	7922	RAOUL CHACON JR.	
909 W. OAK ST.	15363	AFFORDABLE AIR CONDITIONING	
97 W. OAK ST.	5815	WELCH'S OVERALL CLEANING	
01 WATERMAN CANYON RD.	6634	ARROWHEAD BOTTLED WATER COMPANY	
5092 N. ORANGE DR.	6714	SPORTSMAN CLUB	
285 ORANGE SHOW RD	20217	J.R. FILANC CONSTRUCTION	
499 ORANGE SHOW RD	7866	TARGET STORE #T-0188	
520 ORANGE SHOW RD	7093	ORANGE SHOW SERVICE CENTER	
1960 OSTREMS WAY	1179	MOTEL 6	
1990 OSTREMS WAY	7646	TACO BELL # 3838	
2000 OSTREMS WAY	12164	RAMADA INN	
2050 PACIFIC	7059	MOUNTAINSIDE COMMUNITY CHURCH	
2677 PACIFIC	6482	SHIRLEYNE MARODA	
1039 E. PACIFIC	6614	BAGNELL REAL ESTATE SERVICE	
1244 E. PACIFIC	3951	CHURCH OF JESUS CHRIST OF LDS	
1414 PALM	5833	MESSIAH LUTHERAN CHURCH	
5975 N. PALM	21144	DENNY'S	
5985 N. PALM	14652	AM PM MINI MARKET	
304 NORTH PARK	5160	EXPRESS MARKET	
105 S. PEPPER	19780	CIRCLE K	
255 S. PEPPER	19584	COBRA INDUSTRIES	
6937 FERRIS HILL PARK RD	19585	NEWPORT TUX	
2020 PICO AVE	9792	CHRIST TEMPLE CME CHURCH	
4040 E. PIEDMONT	16878	STUBBLEFIELD CONST. FOR MT SHADO	

## ACTIVE CUSTOMER LIST

Service Address	Acct#	Customer Name	Remarks
593 PIONEER	17173	CST ORGANIC RECYCLING	
595 PIONEER	5850	HOME LUMBER	
1122 PONDEROSA	20860	TED DORNEY	
1873 PUMALO	20999	DEAN CARPENTER	
101 E. REDLANDS BLVD.	7184	HOME BASE	
111 E. REDLANDS BLVD.	6627	MOTEL 6	
258 E. REDLANDS BLVD.	9507	TACO BELL #3866	
305 E. REDLANDS BLVD.	6631	PRESTIGE STATION INC., #714	
495 E. REDLANDS BLVD.	5859	SOUTHSIDE SALOON	
685 E. REDLANDS BLVD.	14011	HOSPITALITY CAR WASH	
2097 REEDY	5861	E.H. BRADSHAW	
RIALTO & ALLEN	16438	GRIDIRON CONSTRUCTION	
RIALTO & RANCHO (TIE YAR)	18615	PACIFIC RAILROAD SALVAGE	
979-85-89-95 RIALTO AVE.	21177	PAUL LOVA	
986 E. RIALTO AVE.	20257	GEORGE HOPPER	
1635 W. RIALTO AVE.	15599	RAP TRANSMISSION & WAREHOUSE	
1905 W. RIALTO AVE.	2028	A & R TRANSPORT	
1958 W. RIALTO AVE.	17885	THE LETTUCE PATCH	
1962 W. RIALTO AVE.	16267	BEST AUTOMOTIVE CENTER	
747 W. RIALTO AVE.	6638	VIKING TIRES	
1 S. MOUNTIAN VIEW	6562	DONNA FARMER	
7 SHOWCASE DR.	9291	HARMON AUTO CENTER, INC	
3993 N. SIERRA WAY	3936	CELEBRITIES	
4360 N. SIERRA WAY	14726	MUSIC ROOM	
762 N. SIERRA WAY	18966	NBI GENERAL CONTRACTORS	
323 S. SIERRA WAY	7186	INLAND ACOUSTICS & INSULATION	
455 S. SIERRA WAY	6665	ROSS MACHINE AND MANUFACTURING	
2772 STERLING	6674	AQUINAS HIGH SCHOOL	
287 S. STODDARD	6267	AMERICAN MEDICAL DEVICES	
439 S. STODDARD	8835	WEBBER ENGINEERING	
861 SUNNYSIDE	13537	PORFIO GONZALES	
2024 SUNRISE	18573	RAUL DE LATORRE	
2025 SUNRISE	13945	ELROY GLASGOM	
2034 SUNRISE	19193	UNITED PROPERTY & INVESTMENT	
2044 SUNRISE	6646	JIM CLOPTON	
2054 SUNRISE	6648	JIM CLOPTON	
2064 SUNRISE	20795	GREAT WESTERN BANK	
2104 SUNRISE	17751	ISABEL STERSING	
2183 SUNRISE	6658	GEORGE S. WALKER	
2641-43-45-47 TAYLOR RD	8681	FROYLAN DAMAS	
535 TENNIS COURT LANE	2382	METROPOLITAN AUTOMOTIVE WAREHOU	
1271 S. TIPPECANOE	17842	THE GAGE CANAL	

## ACTIVE CUSTOMER LIST

Service Address	Acct#	Customer Name	Remarks
1914 S. TIPPECANOE	6688	UNIVERSITY INN MOTEL	-----
1915 S. TIPPECANOE	6689	LOMA LINDA AUTO ELECTRIC	-----
1944 S. TIPPECANOE	6690	IN-N-OUT BURGERS INC. #31	-----
2059 TURRILL	6691	BROWN'S LAWNMOWER REPAIR	-----
3890 UNIVERSITY PKWY	18644	AM FM MARKET	-----
4155 UNIVERSITY PKWY	21146	ELEVEN WESTERN BUILDERS	-----
4694 UNIVERSITY PKWY	21240	BUILDING COLLABORATIVE	-----
5500 UNIVERSITY PKWY	19992	PEPPER CONSTRUCTION	-----
5500 UNIVERSITY PKWY	19889	TILE TRENDS	-----
3850 VALENCIA	20783	JAMES MC DERMITT	-----
1550 VICTORIA	6628	RIM OF THE WORLD FIREPLACE	-----
1560 VICTORIA	8916	EWING IRRIGATION PRODUCT	-----
1570 VICTORIA	6177	MORRISON ENGINEERING CO.	-----
1590 VICTORIA	20100	SECURE TRANSPORTATION	-----
1068 N. WATERMAN	5914	ACE RADIATOR	-----
2895 N. WATERMAN	5917	ROLLINGS CHEVRON	-----
651 N. WATERMAN	6708	FRANK'S WHOLESALE MEATS	-----
827 N. WATERMAN	5913	MERRELL'S AUTO	-----
1105 S. WATERMAN	18036	GABRIEL CORONEL	-----
1145 S. WATERMAN	5918	FRANK'S FENCE & SUPPLY CO., INC.	-----
1 1 S. WATERMAN	6101	GENERAL TELEPHONE	-----
1 4 S. WATERMAN	5915	S.B. GOLF CLUB	-----
1750 S. WATERMAN	48	E. Z. 8 MOTEL, INC.	-----
1850 S. WATERMAN	20998	C & G CONSTRUCTION	-----
1930 S. WATERMAN	5916	INLAND PETROLEUM	-----
1950 S. WATERMAN	6710	HILTON UNION-76	-----
495 S. WATERMAN	18611	AM FM MARKET	-----
501 S. WATERMAN	13617	ARROW AUTO AIR & TRANSMISSION	-----
649 S. WATERMAN	5911	CARPET MASTERS	-----
680 S. WATERMAN	1513	FENCO BUILDERS, INC.	-----
711 S. WATERMAN	5912	DAVID DONOVAN	-----
993 S. WATERMAN	9444	ROMERO'S FOOD PRODUCTS	-----

1251 S Waterman Ave  
325143

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2 RESOLUTION OF THE CITY OF SAN BERNARDINO AUTHORIZING AN  
3 AMENDMENT TO AN AGREEMENT BETWEEN THE CITY OF SAN BERNARDINO  
AND CURRAN'S RUBBISH DISPOSAL, INC., RELATING TO REFUSE DISPOSAL

4 BE IT RESOLVED BY THE MAYOR AND COMMON COUNCIL OF THE CITY  
5 OF SAN BERNARDINO AS FOLLOWS:

6 SECTION 1. The Mayor of the City of San Bernardino is hereby authorized and directed  
7 to execute on behalf of said City an amendment to an agreement with Curran's Rubbish Disposal,  
8 Inc., relating to refuse disposal in the City of San Bernardino.

9 SECTION 2. The authorization to execute the above referenced amendment to the  
10 agreement is rescinded if the parties to the agreement fail to execute it within sixty (60) days of  
11 the passage of this resolution.

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26  
27 May 30, 1996

RESOLUTION OF THE CITY OF SAN BERNARDINO AUTHORIZING AN AMENDMENT TO AN AGREEMENT BETWEEN THE CITY OF SAN BERNARDINO AND CURRAN'S RUBBISH DISPOSAL, INC., RELATING TO REFUSE DISPOSAL

I HEREBY CERTIFY that the foregoing resolution was duly adopted by the Mayor and Common Council of the City of San Bernardino at a regular meeting thereof, held on the 17th day of June, 1995, by the following vote, to wit:

<u>Council Members</u>	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
NEGRETE	<u>x</u>	—	—	—
CURLIN	<u>x</u>	—	—	—
ARIAS	<u>x</u>	—	—	—
OBERHELMAN	<u>x</u>	—	—	—
DEVLIN	—	—	<u>x</u>	—
ANDERSON	<u>x</u>	—	—	—
MILLER	<u>x</u>	—	—	—

Rachel Clark  
City Clerk

The foregoing resolution is hereby approved this 19th day of June, 1996.

Tom Minor  
TOM MINOR, Mayor  
City of San Bernardino

Approved as to form and legal content:

James F. Penman,  
City Attorney

By James F. Penman

May 30, 1996

**FIRST AMENDMENT TO FRANCHISE AGREEMENT**

THIS FIRST AMENDMENT TO FRANCHISE AGREEMENT made and entered into this 19<sup>th</sup> day of June 1996, by and between the CITY OF SAN BERNARDINO, a charter city of the State of California ("the City") and Curran's Rubbish Disposal, Inc., a California corporation ("Grantee");

**WITNESSETH:**

WHEREAS, the parties entered into that certain Franchise Agreement dated May 25, 1995, for the collection, transportation, and disposal of solid waste and construction debris and for providing temporary bin/rolloff services ("the Franchise Agreement"), and

WHEREAS, Subsections A and F of Section 20 of said Agreement provided that amendments and modifications could only be in writing, and

WHEREAS, the parties desire now to amend said agreement in order to specify, define and clarify certain portions of said Agreement,

NOW, THEREFORE, the parties hereto agree as follows:

1. Subsection I of Section 2 of said Franchise Agreement is hereby amended to read as follows:

"I. Temporary Bins.

'Temporary Bins' shall mean all bins which are placed by Grantee upon user's request at a location within the City limits for a period not to exceed ninety (90) or one hundred eighty (180) days, as provided in Section 4.C of this Agreement. Said period must be separated by a minimum lapse of thirty (30) days prior to renewal of 'Temporary Bin' status for any service rendered by Grantee at said location."

2. Section 3 of said Franchise Agreement is hereby amended to read as follows:

"3. Franchise Area: Grandfathered Accounts.

The Franchise Area granted by this Franchise Agreement shall be all residential, commercial, and industrial accounts within the City of San Bernardino; provided however, that such Franchise Area shall be limited to those regular accounts 'grandfathered' by the City which were acquired by the Grantee prior to January 1, 1994, and as are set forth on Exhibit 'A'. Temporary accounts shall not be limited to the grandfathered accounts and may be acquired by Grantee from time to time. Grantee's accounts in geographical areas not currently within the City of San Bernardino but which are annexed by the City after the effective date shall become part of the Franchise Area on the first day following the month such annexation is

1 completed by the City. Within thirty (30) days after a written request therefor  
2 by the City, Grantee shall provide City with a written list of customer names  
3 and service addresses for all current accounts in subsequently annexed areas  
4 which list shall be incorporated into this Agreement as part of Exhibit 'A'.  
5 City shall not intentionally solicit Grantee's accounts within the Franchise  
6 Area or Future Annexed Areas, however such accounts may discontinue  
7 Grantee service and contract for City service at their option. Such accounts  
8 may not contract with any other service provider. In the event that a  
9 customer elects to contract with the City for the services contemplated herein,  
10 and Grantee's services are discontinued for a period in excess of one (1) year,  
11 said account may not return to Grantee. In the event a customer of Grantee  
12 listed on Exhibit 'A' moves to a location where the City provides the services  
13 which are the subject matter of this Franchise Agreement, the Grantee will  
14 no longer be permitted to provide such service to said customer. However,  
15 Grantee shall be permitted to continue to provide service to any new  
16 customer opening and/or assuming the account for the original location,  
17 unless the location is vacant for a period of one (1) year or more, in which  
18 case the right of Grantee to provide such service is terminated."

19 3. Subsection A of Section 6 of said Franchise Agreement is hereby amended to read as  
20 follows:

21 "A. Grantee shall ensure that recycling programs are made available for  
22 all of its customers served by this Franchise Agreement. Said recycling  
23 programs shall be subject to the approval of the City's Public Services  
24 Director. However, said approval shall not be unreasonably withheld, nor  
25 shall the City or its Public Services Director impose conditions upon Grantee  
26 which are greater than those included in any applicable recycling program  
27 adopted by the City, or more onerous than those diversion goals required by  
28 AB 939, or any applicable subsequent state or federal legislation."

1 Subsection C is hereby added to Section 7 of said Franchise Agreement to read as follows:

2 "C. Any of the Franchise Fees not paid to the City within thirty (30) days  
3 after the close of each month shall become delinquent and shall thereafter  
4 accrue interest at ten percent (10%) per annum, but shall not exceed the legal  
5 rate. The City shall cause written notice of such delinquency to be mailed or  
6 delivered to Grantee. Any Franchise Fees which are delinquent for more than  
7 thirty (30) days after the date of said notice may constitute a material breach  
8 of this Franchise Agreement pursuant to Subsection O of Section 20 hereof  
9 if the City so elects."

10 Subsection D is hereby added to Section 13 of said Franchise Agreement to read as  
11 follows:

12 "D. Grantee's tonnage report as required by this Franchise Agreement  
13 should be substantially consistent with the tonnage attributed to Grantee as  
14 reported by the County of San Bernardino and/or any other county. In the  
15 event of a five percent (5%) or more discrepancy in the amount of tonnage  
16 attributed to Grantee in the respective reports generated by Grantee and any  
17 county, the City shall cause written notice of such discrepancy to be mailed  
18 or delivered to Grantee and Grantee shall be given an opportunity to resolve  
19 the discrepancy and/or submit to the county a copy of the tonnage report filed

1 by Grantee with the City. Failure of the Grantee to do so within thirty (30)  
2 days of the date of said notice may constitute a material breach of this  
3 Franchise Agreement pursuant to Subsection O of Section 20 hereof if the  
4 City so elects."

5 6. Subsection M of Section 20 of said Franchise Agreement is amended to read as follows:

6 "M. Right to Audit.

7 Upon fifteen (15) days written notice, the City shall have the right to audit the  
8 records of Grantee relevant to this Franchise Agreement. The audit shall be  
9 performed on Grantee's premises, during normal business hours, and at the  
10 City's expense."

11 7. Subsection O is hereby added to Section 20 of said Franchise Agreement to read as  
12 follows:

13 "O. Breach of Contract.

14 In the event either party to this Franchise Agreement elects to declare a  
15 material breach thereof by the other party, written notice of the purported  
16 breach shall be mailed or personally delivered by the party declaring the  
17 breach to the other party. Said party shall have thirty (30) calendar days from  
18 receipt of notice, including the date of receipt, in which to cure, remedy, or  
19 commence to cure or remedy the breach to the reasonable satisfaction of the  
20 other party. If the purported breach is not cured or remedied within said  
21 thirty (30) day period to the reasonable satisfaction of the party declaring the  
22 breach, or if the breach is such that it cannot be cured or remedied within  
23 such period, then if the party has not taken substantial steps to commence to  
24 cure or remedy the breach, to the reasonable satisfaction of the other party,  
25 then the injured party may seek redress pursuant to Subsection B of Section  
26 20 of this Franchise Agreement."

27 8. Except as amended herein, said Franchise Agreement shall remain in full force and effect.

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