

**SECOND AMENDMENT TO THE
INTEGRATED SOLID WASTE AGREEMENT
BETWEEN THE CITY OF FONTANA
AND
BURRTEC WASTE INDUSTRIES, INC.**

THIS SECOND AMENDMENT to the Integrated Solid Waste Agreement ("Second Amendment") is made and entered into this 27th day of February, 2024 ("Effective Date"), by and between the **CITY OF FONTANA** (the "City"), and **BURRTEC WASTE INDUSTRIES, INC.**, a California corporation ("Contractor"). City and Contractor are sometimes individually referred to as a "Party" and jointly referred to as "Parties."

RECITALS

WHEREAS, on January 1, 1997, the City and Contractor entered into that certain Integrated Solid Waste Agreement ("Agreement") under which Contractor agreed to provide solid waste handling and collection services; and

WHEREAS, pursuant to Section 24 of the Agreement, the Agreement may only be amended by written agreement signed by both Parties; and

WHEREAS, on December 28, 2022, the Parties entered into the First Amendment to the Integrated Solid Waste Agreement ("First Amendment") to implement changes required by SB 1383 and the SB 1383 Regulations as defined in the Fontana Municipal Code; and

WHEREAS, the Parties wish to amend the Agreement to update existing contract language, add street sweeping services, and add household hazardous waste ("HHW") services.

AGREEMENT

NOW, THEREFORE, in good and valuable consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. Section 2(b)(1) of the Agreement is amended to read in full as follows:

"1. Franchise Fee

Contractor shall pay to the City an amount equal to 12.0 percent of the gross monthly receipts of Contractor derived from Contractor's business conducted within the boundaries of the City of Fontana in consideration for this Agreement under which Contractor may collect and utilize refuse, recyclables, garbage, rubbish, organic waste, and solid waste as it now, or in the future exists, from residential and commercial properties within the City of Fontana, and for the administration of the City of Fontana's Integrated Solid Waste Management Act's

(AB 939) responsibilities. The franchise fee may be decreased or eliminated by the City during the term of this Agreement without Contractor's prior written consent. If the franchise fee is adjusted upward, City shall provide written notice to the Contractor. City may use the franchise fee for any lawful purpose. Contractor shall deduct the amount due for street sweeping services from the franchise fee amount to be paid to City each month in accordance with Section 3(i)."

2. The first paragraph of Section 3 of the Agreement is amended to read as follows:

"Contractor shall provide all necessary labor, equipment and materials to ensure that all solid waste, recyclables and organic waste is picked up, recycled, processed and/or disposed of at the frequency specified herein. Contractor hereby agrees, at its own expense and cost, to collect, recycle, process and dispose of residential and industrial solid waste, recyclables and organic waste within the City of Fontana and to perform all the work herein set forth and described, and in the manner herein prescribed. In consideration therefor, the Contractor shall charge customers the rates set forth in Exhibit A as said rates may be amended from time to time by resolution of the City Council. Except for excluded waste, title to solid waste shall be vested in Contractor when placed in Contractor's containers."

3. Section 3(b)(vii) of the Agreement is amended to read as follows:

"(vii) Source separated- recyclable materials and organics donated or sold by customers to any party of their choice and any other exception provided by law, including the City Code as it may be amended."

4. Section 3(d)(iii) of the Agreement is amended to read as follows:

"(iii) Solid waste, recyclable, and organic waste containers shall be appropriately marked and color coded for their particular uses, with design, color and markings subject to the approval of the City and meeting the requirements of SB 1383 and Health and Safety Code Section 26275."

5. Section 3(d)(xvi) (Investigation of SB 1383 Noncompliance Incidents) of the Agreement is amended to read in full as follows:

"Investigation of SB 1383-Noncompliance Incidents. Contractor shall assist City in meeting its obligation to investigate non-compliance incidents by commencing an investigation within ninety (90) days of receiving notice of an incident in the following circumstances: (i) upon Contractor receipt of an incident that an entity may not be compliant with the SB 1383 Regulations and City determines that the allegations against the entity, if true, would constitute a violation of the SB 1383 Regulations; and, (ii) upon City request to investigate an incident received by City, for which City determines that the allegations against the entity, if true, would constitute a violation of the SB 1383 Regulations. Contractor is required to investigate incidents against customers and generators, including Tier One and Tier Two Commercial Edible Food Generators, Edible Food recovery organizations,

Edible Food recovery services, and other entities regulated by the SB 1383 Regulations.”

6. Section 3(e)(iii) is added to the Agreement to read as follows:

“(iii) Residential Customers. The City may conduct proceedings as required by law to place the solid waste service charges for Residential Premises on the property tax rolls beginning the fiscal year 2024/2025 and continuing thereafter. Any San Bernardino County administrative fee or charge on the property tax rolls incurred due to the placement of the Solid Waste Service charges shall not be billed to or borne by any residential customer but shall be paid for solely by Contractor. Payment shall be made by City to Contractor within thirty (30) days after the City's receipt of revenue from the tax rolls for solid waste services from the County Tax Collector.”

7. Section 3(i) of the Agreement is added as follows:

“(i) Street Sweeping.

Contractor shall provide all labor, materials, equipment and permits required to conduct public street sweeping services in accordance with accepted standards for municipal street cleaning and Exhibits B, C and D, attached hereto and incorporated herein by this reference. The term “curb” shall mean the paved area between the normal curb line of a roadway or the median face, whether an actual curb line exists or not. The term debris shall mean all materials normally picked up by a mechanical sweeper, such as sand, glass, paper, cans, rocks, leaves, and other materials. Failure to provide efficient and effective street sweeping services shall be considered a material breach of this Franchise Agreement. Street sweeping services shall be billed to the City on a monthly basis and Contractor shall pay disposal costs. Contractor shall provide street sweeping services effective March 18, 2024 at the rate of \$35,601.10 for the balance of March 2024 and \$71,202.21 per month for the period of April 1, 2024 through June 30, 2024. Effective July 1, 2024, the rate shall be increased to \$28.65 per curb mile. For each year the City places solid waste charges on the property tax roll, Contractor shall first deduct the amount of savings it realizes from the City placing solid waste charges on the property tax roll from the monthly street sweeping charges. Contractor shall furnish proof of savings realized to the City (including, but not limited to, printing, postage, administrative and collection costs). For the purposes of determining Contractor's costs, the 2023 calendar year shall serve as the baseline year to measure Contractor's costs, with the costs for each subsequent calendar year adjusted by CPI for all items. Prior to May of each year, City and Contractor shall meet and agree on how the savings will be determined over the course of the year following the placement of solid waste charges on the tax roll, and how to offset savings on a monthly basis against street sweeping charges. After Contractor first deducts the amount of savings it realizes from

the City placing solid waste charges on the property tax roll from the monthly street sweeping charges, Contractor shall then deduct monthly street sweeping service charges the City owes Contractor from the monthly franchise fees Contractor pays to City.

- 1) **Routine Sweeping Services.** Contractor shall provide street sweeping services as follows: on designated curbed arterial (major/minor), collector, commercial, residential, industrial, parking lots, and sidewalks as indicated in Exhibits B, C and D.
- 2) All properties without curbs and gutters have not been included as part of the City's street sweeping program.
- 3) Raised medians shall be swept when sweeping of adjacent curbed streets are swept.
- 4) **Additional Services.** Additional services performed by the Contractor include emergency call-outs, assignments requested by the City, and special events. Payment for such services shall be based upon the hourly rate provided, as shown below. The rate shall be subject to the same CPI adjustment as the service rates subject to proof and confirmation by Contractor that rates are adjusted by the same CPI index and percentage/amount. In addition, there will be 10% added to the gross rate for Contractor's administrative services.
 - Normal working hours (Monday – Friday from 6 a.m. to 6 p.m.) - \$155/hour, adjusted annually by CPI.
 - After regular business hours ("after-hours"), weekends, or holidays - \$295/hour, adjusted annually by CPI.

For clarity, the above rates do not apply to street sweeping services that are regularly performed after-hours or to work that is performed on a weekend date due to a holiday falling on a weekday.

- 5) **Changes in Services.** The City may elect to increase or decrease the frequency or number of miles or parking stalls of street sweeping services. This includes the City's right to not use any, or to terminate, street sweeping services. All increases or decreases shall be submitted to the Contractor in writing by the City (letter may be submitted by email) and shall become effective at the beginning of the following month. Changes in Services may result in cost adjustments.
- 6) **Hours of Operations.** Sweeping operations shall be conducted between the hours of 7:00 a.m. and 5:30 p.m. in residential and commercial areas and between 12:00 a.m. -6:00 a.m. in industrial areas. Other hours are as specified in Exhibit E.

- 7) Sweeping Equipment – Type, Quantity and Condition. Contractor shall provide and maintain during the entire term, a fleet of alternative fuel vehicles per South Coast Air Quality Management Board Rule 1186.1 or the most current regulatory guidelines.
- 8) Global Positioning System (GPS) Tracking. All primary street sweepers shall be installed with GPS that will enable the City to view, via computer internet, the location of sweepers at all times. The cost of the GPS system will be the responsibility of the Contractor and the system must be capable of the following:
 - The system shall be internet based and Contractor shall provide the City a minimum of three (3) accounts with full access to the site.
 - The system shall be capable of gathering and reporting the following real-time data: speed, direction, location on a map, address, distance traveled, brooms up or down, and water on or off.
 - The sweepers' path of travel superimposed on a map.
 - Generating an email alert whenever sweeper speeds exceed 6 mph or sweepers do not move for periods longer than one hour.
 - Generating daily reports of sweeper activity.
 - Maintaining the data for a period of 90 days, after which data will be downloaded to the City for storage.
 - GPS system must be up and running within 30 days of Effective Date.
- 9) Equipment Safety Requirements. All equipment must be provided in accordance with State Laws, including hazard lights visible from the rear that operate independently of the brake lights. Sweeper equipment shall have additional hazard lighting (i.e., strobe lights or beacon) which adequately warns motor vehicle drivers in the vicinity of the sweeper.
- 10) Minimum Sweeping Width Required. Sweeper equipment must be capable of sweeping a minimum of eight feet (8') wide as measured with all brooms in the sweeping position. Equipment without the ability to perform this function is unacceptable.
- 11) Water. Contractor shall provide, at its sole cost, sufficient water for street sweeping to comply with the conditions of this Agreement. It will be the responsibility of Contractor to establish a water account with local water purveyor companies and obtain water meters for sweeper vehicles."

7. Section3(j) is added to the Agreement as follows:

"(j) City of Fontana's Household Hazardous Waste Facility.

(1) Responsibilities and Duties of the Contractor

- Contractor shall provide qualified personnel to staff, operate and maintain the City's HHW facility located 16454 Orange Way, Fontana, CA as specified in Exhibit E attached hereto and incorporated herein by this reference.
- Qualified personnel shall mean such persons who have successfully completed the 40 hour HHW training course provided by the San Bernardino County Fire Protection District (the "District"), including any required refresher course(s), or such equivalent training as is deemed acceptable by the District.
- Qualified personnel shall be forklift-certified.
- Staffing level shall be maintained at no less than one person per day, once a week, on Saturday. Additional staffing can be provided on a mutually agreed upon basis between the parties at the hourly rate then in effect.
- Contractor shall have plans in place to provide for trained substitute employees, in the event its regularly assigned employees are absent.
- Contractor shall be responsible for providing personnel safety equipment and safety supplies for all of its employees staffing the HHW facility (including, but not limited to, safety glasses, safety vest, and steel-toed boots). Contractor shall also require employees to wear a company uniform.
- Employees of Contractor who staff the HHW facility will only accept "Household Hazardous Waste", as defined in the California Code of Regulations, title 22, Section 66260.10 and in California Health and Safety Code Section 25218.1(d).
- Contractor shall be responsible for the safety of persons and materials on the property of the HHW facility, and for keeping the HHW facility secure by locking the facility gate.
- Contractor shall assist in keeping the HHW facilities in a neat and clean condition, and use and operate all equipment in a safe and appropriate manner.

- Contractor shall notify and obtain approval from the City Manager or his/her designee prior to making any changes in the maintenance and/or operation of the HHW facility.
- Specific tasks to be completed by Contractor's staff is included in Exhibit E.

(2) Responsibilities and Duties of the City

- The City shall arrange for disposal of HHW.
- The City shall compensate Contractor for the HHW services provided on a monthly basis. The formula and procedures set forth below will be used to calculate and adjust, when appropriate, the amount of Contractor's compensation for operating the HHW facility (the "Service Compensation").
- Service Compensation Formula. The following formula shall be used to calculate the amount of Service Compensation to be paid to the Contractor: \$20.87 per hour per employee, plus 8% to account for payroll taxes and workers' compensation costs, resulting in a total rate of \$22.54 per hour. In addition, there will be 10% added to the gross rate for Contractor's administrative services.
- Invoicing and Payment. Contractor shall submit a monthly invoice to City, detailing the hours of staffing services provided, and the total Service Compensation due. City shall pay said invoice within thirty (30) days of receipt.
- Annual Service Compensation Adjustment. Should Contractor provide an annual cost of living increase or other hourly salary adjustments to all of its employees ("Annual Adjustment"), Contractor may request that City adjust the Service Compensation by providing at least thirty (30) days advance written notice to City specifying the hourly Annual Adjustment. Upon City's written approval of each Annual Adjustment request, the Service Compensation will be adjusted accordingly.
- Other Service Compensation Adjustments. Contractor may also request adjustment of its Service Compensation at any time in the event of changes in law impacting its costs to staff and operate the HHW facility. Such other Service Compensation Adjustment requests must be made in writing to City at least thirty (30) days in advance of the requested effective date and all such other Service Compensation Adjustment requests must be approved in writing by the City.

- City will categorize, pack and label the wastes in accordance with the City's Operations Manual. The wastes will be stored in the original packaging (except used motor oil and used antifreeze) and placed in the City-provided containers inside the waste storage area (located within the area of the HHW facility)."

8. Section 8(c) is added to the Agreement as follows:

"(c) Prevailing Wage Indemnification:

(i) Responsibility. Contractor agrees with City that Contractor shall assume any and all responsibility and be solely responsible for determining whether or not laborers employed to perform street sweeping services under this Agreement must be paid the prevailing per diem wage rate for their labor classification, as determined by the State of California, pursuant to Labor Code Section 1720 et seq. ("Prevailing Wage Laws") or other applicable law.

(ii) Waivers and Releases. Contractor, on behalf of itself, its successors, and assigns, waives and releases City from any right of action that may be available to any of them pursuant to Labor Code Section 1781 or any similar law. Relative to the waiver and release set forth in this Section 8(c)(ii), Contractor acknowledges the protections of Civil Code Section 1542, which reads as follows:

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

(iii) Initials. By initialing below, Contractor knowingly and voluntarily waives the provisions of Civil Code Section 1542 or any similar law solely in connection with the waivers and releases contained in this Section 8(c):



Initials of Authorized

Contractor Representative

(iv) Indemnification. As further material part of this Agreement, Contractor shall defend, assume all responsibility for and hold City, and its officers and employees, harmless from all demands, claims, fines, penalties, losses, actions and damages, of whatever type or nature, including all costs of defense and attorneys' fees, to any person or property

arising out of or caused by any alleged failure of Contractor to comply with the Prevailing Wage Laws.

(v) Indemnification Survives Termination. All representations and warranties of the Parties contained herein shall survive the termination of this Agreement. All provisions of this Agreement that require Contractor to have insured or to defend, reimburse, or indemnify City shall survive any termination; and if City is or becomes involved in any proceeding or litigation related to Contractor's street sweeping services, such provisions shall apply as if this Agreement were still in effect."

9. Section 10 of the First Amendment is amended to refer to Section 3(h) instead of Section 3(g) of the Agreement.
10. Section (11)(b) of the Agreement is amended to read in full as follows:

"(b) Any rate adjustment due to Contractor's cost changes (including changes in law or ordinance) shall be made no more than on a yearly basis (except for changes to tipping fees, franchise fees, City charges, or City-required service level changes), based on Contractor's actual costs and not to exceed the percentage change in the published Consumer Price Index (CPI), All Urban Consumers for the Riverside-San Bernardino-Ontario, CA Metropolitan Area. This adjustment shall not exceed six percent (6%) per annum, regardless of the percentage change in the CPI. If the CPI for the previous year was in excess of six percent (6%), the additional percentage may be rolled over to the following year so long as the CPI adjustment for that year does not exceed six percent (6%). Contractor shall submit a request for evidence of such rate adjustment sixty (60) days prior to the proposed implementation. No later than thirty (30) days prior to the date the adjusted rates become effective each year, Contractor shall notify Customers of any changes in their rates. The Contractor shall be responsible for the costs of printing and mailing any Proposition 218 hearing notice and the notification provided in accordance with Government Code section 53756.

If at any time, a rate adjustment determined to be appropriate by both City and Contractor to compensate Contractor for increases in costs as described in this Agreement cannot be implemented for any reason, the Parties shall negotiate in good faith to implement a proposed resolution of the matter.

If the Parties are unable to reach agreement about such a resolution, then City may terminate this Agreement upon one hundred eighty (180) days' prior written notice to Contractor, in which case Contractor and City shall each be entitled to payment of amounts due for contract performance through the date of termination but otherwise will have no further obligation to one another pursuant to this Agreement after the date of such termination."

11. This Second Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
12. This Second Amendment shall affect only the items specifically set forth herein, and all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Second Amendment as of the date first above written.

THE CITY OF FONTANA

By: Matthew C. Ballantyne
Matthew Ballantyne
City Manager

Date: 07/10/2024

ATTEST:

By: Germaine McClellan Key
Germaine McClellan Key
City Clerk

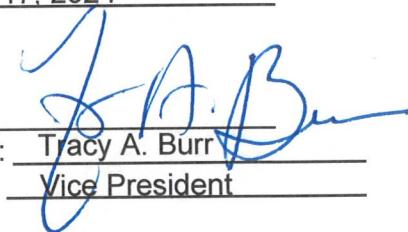
APPROVED AS TO FORM:

By: Ruben Duran
Ruben Duran
City Attorney

BURRTEC WASTE INDUSTRIES, INC.

By: 
Name: Cole Burr
Title: President

Date: June 17, 2024

By: 
Name: Tracy A. Burr
Title: Vice President

Date: June 17, 2024

ATTEST:

By: 
Name: Tracy A. Burr
Secretary to Board of Directors

EXHIBIT B
STREET SWEEPING

Sweeping services will include the following streets or area, which shall not be subject to after-hours rates: After-hour rates do not apply to street sweeping services that are regularly performed after-hours or to work that is performed on a weekend date due to a holiday falling on a weekday. All indicated miles/areas/properties with curb (true curb miles) shall receive sweeping services. All properties without curb have not been included.

1. The following streets shall be swept on an every other week basis (904.33 true curb miles per service) as depicted in Exhibit D.
 - City streets and medians (with the exception of those streets identified below)
 - State Highways and medians located within City limits
2. The following streets shall be swept on a daily basis (21.3233 true curb miles) as depicted in Exhibit D.
 - Sierra Avenue —both sides and medians between Jurupa Avenue and Summit Avenue, to be completed before 7:00 a.m.
 - Valley Boulevard – both sides and medians between Juniper Avenue and Palmetto Avenue
3. The following streets shall be swept on a weekly basis (110.9 true curb miles) as depicted in Exhibit D.
 - Walnut Village —Sierra Avenue to Mango Avenue and Highland Avenue to Baseline Avenue
 - Commercial Areas to include Valley Boulevard, Jurupa Avenue and Foothill Boulevard
 - Industrial Areas, to be performed between 12:00 a.m. and 6:00 a.m.
4. The following sidewalks and parking lots shall be swept on a weekly basis as identified in Exhibit C:
 - Sierra Avenue sidewalks, both sides from Foothill Boulevard to Valley Boulevard (4.6 miles)
 - All parking lots identified in Exhibit C (total parking stalls = 5,320)

5. The Metrolink station parking lot and bus turnaround located at Sierra Avenue and Orange Way shall be swept weekly at approximately 2 a.m. when the parking lot is not utilized by commuter vehicles.

Exhibit C**Parking Lot Inventory**

Parking Lot	# of Stalls
Hunters Ridge	36
San Sevaine	35
Coyote Canyon	218
McDermott	13
Heritage CC	75
N Heritage	12
Koehler	72
Rosena	136
Murrojo	16
R Lewis	406
Almeria	12
Bill Martin	316
Cypress Center	119
SeVille	103
Tamarind	67
Subtotal	1,636

Parking Lot	# of Stalls
City Hall Complex	604
Downtown Public	286
City Yard	294
Bulik	432
Art Depot	28
Vets	502
Don Day	200
Village	93
Catawba	41
M. Vagle	32
M. Tudor	212
Sycamore	20
Fernandez	28
Fontana Park	565
Metro Link	347
Subtotal	3,684

Total Parking Stalls = 5,320

Exhibit D

Street Sweeping Map & Schedule

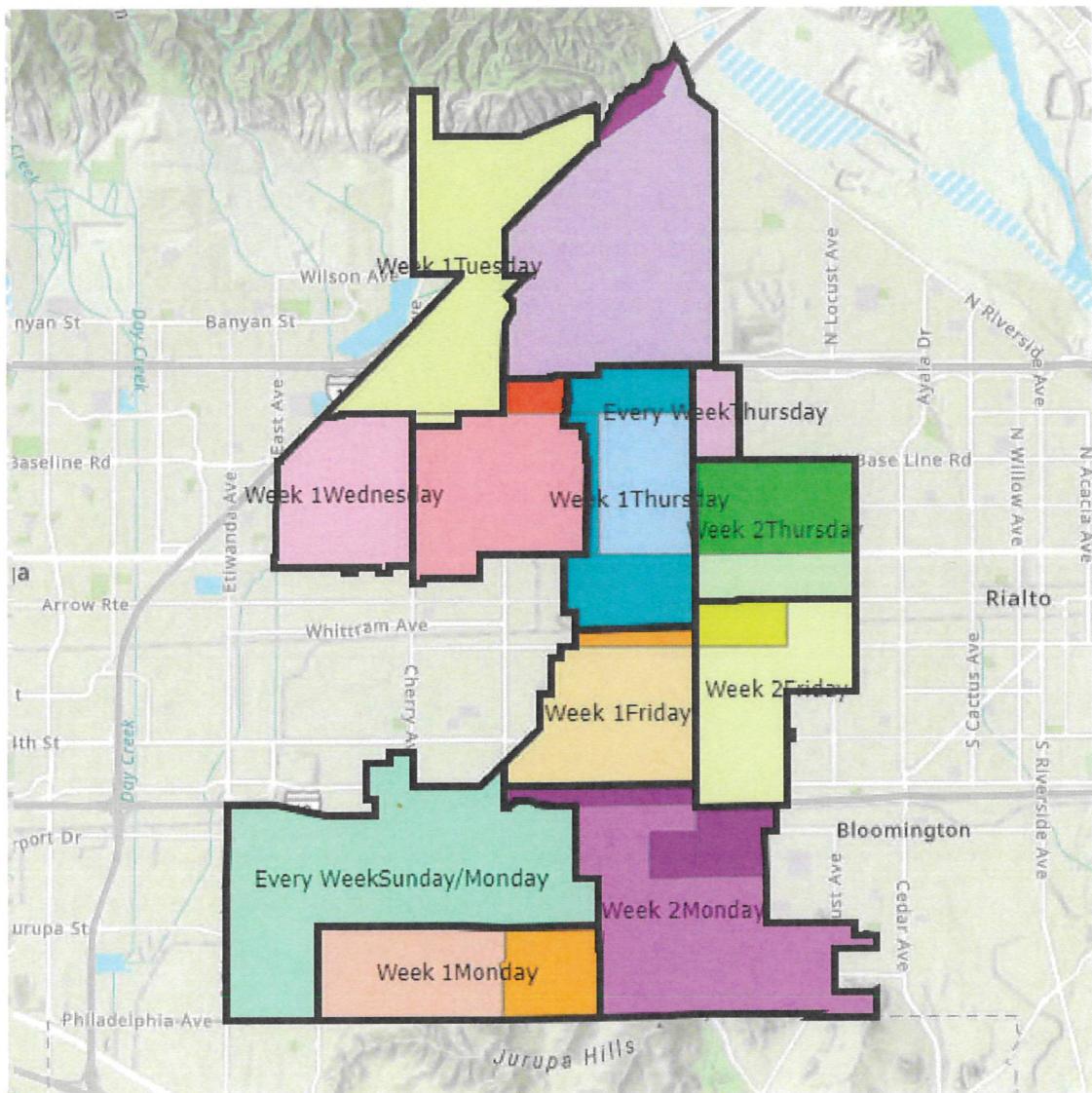


Exhibit D
Industrial Sweeping Map

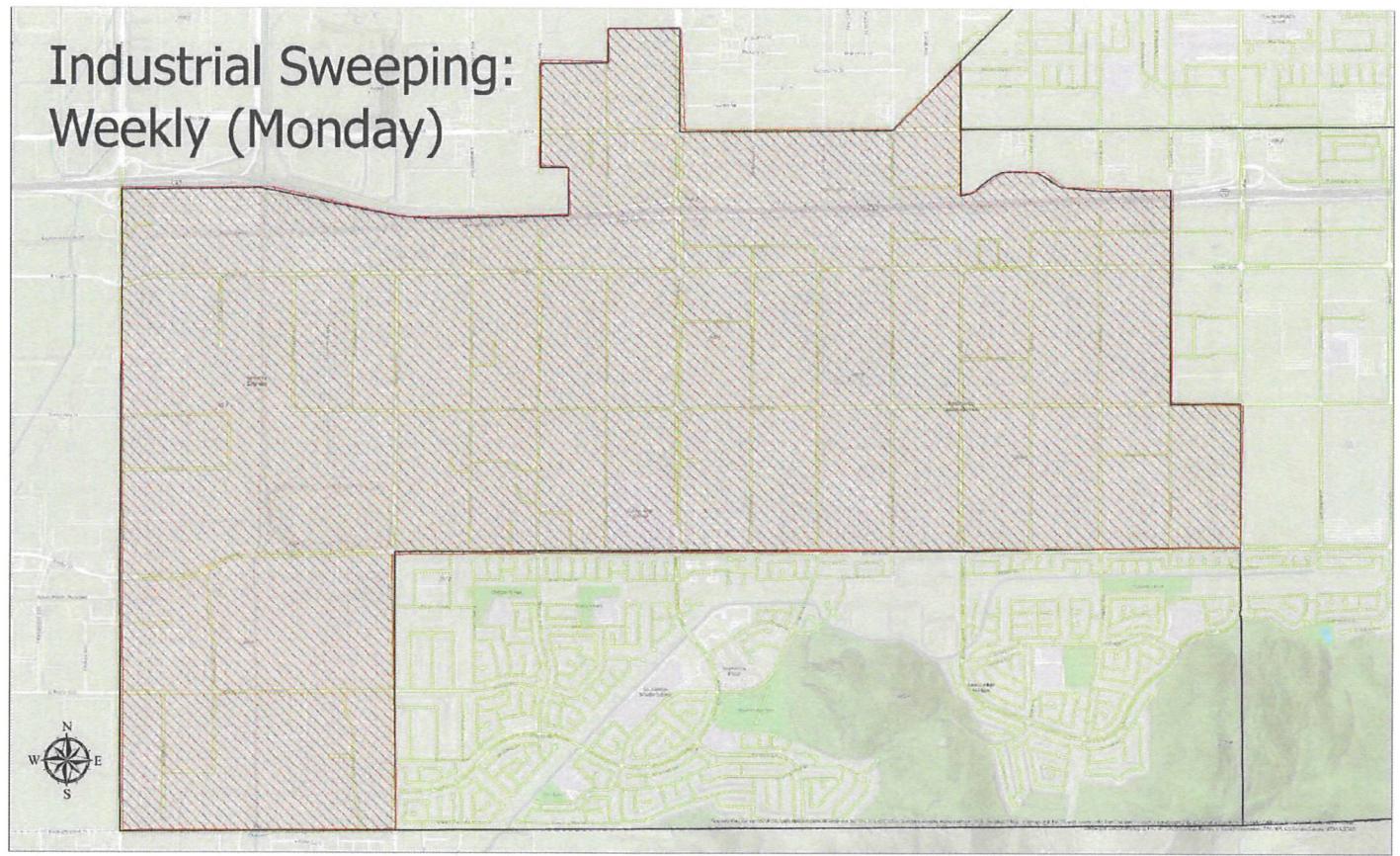


Exhibit E

HHW Facility Responsibilities of Contractor's Staff

Contractor's employee shall arrive at 7 a.m. and perform the following tasks each Saturday with the exception of the City's HHW Closure Dates:

- Unlock all gates at the HHW.
- Unlock the ReUse shed. The ReUse shed houses chemicals in good condition that are available for City of Fontana residents. Residents can take certain quantities and reuse them at home.
- Meet with the HHW contractor site supervisor and provide him/her with the daily inspection forms.
- Contractor's employee shall retrieve the forklift from the main Public Works yard and drive it to the HHW facility.
- Fill trash bag with ice from the pump maintenance room and give to the HHW contractor.
- Place traffic control (cones and signs on A-frame barricades) in the north yard to direct traffic and other participants safely through the yard per the approved traffic plan.
- Pull straw wattle away from mulch bunker.

At 8 a.m., Contractor's employee shall open #3 and #4 gates.

- Meet and greet participants as they drive into the facility, and perform the following tasks:
 - Check license, ID, or Burrtec bill to verify that participant is a City resident.
 - Ask what materials participants are bringing in to determine if it is household or business waste. Be prepared to direct a participant with business waste to the San Bernardino County HHW facility. Be prepared to reject unallowed wastes or wastes over quantity limits.
 - Answer questions, provide educational materials, or direct participants to the most appropriate City staff during normal working hours.
 - Direct City residents who request mulch to the mulch bunker. Log # of participants.
 - Log ReUse shed participants on provided forms: Document name, ensure liability form is complete, log # and weight of materials taken.

At 12 p.m., Contractor's employee shall close #3 and #4 gates and perform the following tasks:

- Pull straw wattle back in front of mulch bunker.
- Pick up cones and signs.
- Contractor's employee shall return forklift to Public Works yard.
- Walk the HHW facility: observe the area to ensure all wastes have been packed, tools are put away, spills have been cleaned up, drums and boxes are properly labeled. Instruct City HHW contract staff to correct all deficiencies.
- By 1 p.m. meet with HHW contractor site supervisor to discuss any issues and receive the inspection forms. Leave all paperwork in the guard shack, verify all gates and Conex boxes are locked.

End of shift.

RESOLUTION NO. 2024-007

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FONTANA, CALIFORNIA APPROVING THE SECOND AMENDMENT TO THE INTEGRATED SOLID WASTE AGREEMENT WITH BURRTEC WASTE INDUSTRIES, INC. AND FINDING THE ACTION EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT.

WHEREAS, on or about January 1, 1997, the City of Fontana (the "City") and Burrtec Waste Industries, Inc. ("Contractor") entered into that certain Integrated Solid Waste Agreement (the "Agreement") under which Contractor agreed to provide solid waste handling and collection services; and

WHEREAS, on or about December 28, 2022, the City and Contractor entered into the First Amendment to the Agreement ("First Amendment") to implement changes required by SB 1383 and the SB 1383 Regulations as defined in Section 24-1 of Article 1 of Chapter 24 of the Fontana Municipal Code; and

WHEREAS, the City and Contractor now desire to enter into a Second Amendment to the Agreement (the "Second Amendment") to update existing contract language and to add street sweeping services and household hazardous waste facility services.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Fontana, California, as follows:

Section 1. Recitals. The above recitals are true, correct, and by this reference incorporated herein.

Section 2. CEQA. This Resolution is not a project within the meaning of Section 15378 of the State of California Environmental Quality Act ("CEQA") Guidelines, because it has no potential for resulting in physical change in the environment, directly or indirectly. The City Council further finds, under Title 14 of the California Code of Regulations, Section 15061(b)(3), that this Resolution is exempt from the requirements of CEQA because it will not have a significant effect on the environment.

Section 3. Approval. The Second Amendment, attached hereto and incorporated by reference herein as **Exhibit "A,"** is hereby approved, and the City Manager, or designee, is authorized to execute and deliver the Second Amendment, as well as all other documents necessary or appropriate to effectuate the Second Amendment, on behalf of the City.

,

APPROVED AND ADOPTED this 27th day of February, 2024.

READ AND APPROVED AS TO LEGAL FORM:

Ruben Duran

City Attorney

I, Germaine Key, City Clerk of the City of Fontana, hereby certify that the foregoing Resolution is the actual resolution that was duly and regularly adopted by the City Council of the City of Fontana at a regular meeting on the 27th day of February, 2024, by the following vote to wit:

AYES: Mayor Warren, Mayor Pro Tem Garcia, Council Members Cothran, Roberts and Sandoval

NOES: N/A

ABSENT: N/A

ABSTAIN: N/A

Germaine Key

City Clerk of the City of Fontana

Reganetta Warren

Mayor of the City of Fontana

ATTEST:

Germaine Key

City Clerk

Certificate Of Completion

Envelope Id: 8D4FAA43BDE44C2E9E2D5B1084258F84

Status: Completed

Subject: 2nd Amendment - Integrated Solid Waste Agreement to Burrtec Waste

Source Envelope:

Document Pages: 18

Signatures: 3

Envelope Originator:

Supplemental Document Pages: 2

Initials: 0

Purchasing Office

Certificate Pages: 5

AutoNav: Enabled

Envelopeld Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

8353 Sierra Avenue

Fontana, CA 92335

purchasing@fontana.org

IP Address: 192.146.186.96

Record Tracking

Status: Original

Holder: Purchasing Office

Location: DocuSign

7/2/2024 | 12:07 PM

purchasing@fontana.org

Signer Events**Signature****Timestamp**

Ruben Duran



Sent: 7/2/2024 | 12:15 PM

ruben.duran@bbklaw.com

Viewed: 7/6/2024 | 07:22 AM

Security Level: Email, Account Authentication
(None)

Signed: 7/6/2024 | 07:28 AM

Signature Adoption: Pre-selected Style

Using IP Address: 74.116.243.2

Electronic Record and Signature Disclosure:

Accepted: 7/6/2024 | 07:22 AM

ID: 0f3e642b-fb21-4fdd-8946-8e78ba7e8ef6

Matthew C. Ballantyne



Sent: 7/6/2024 | 07:28 AM

mballantyne@fontanaca.gov

Viewed: 7/10/2024 | 07:14 AM

City Manager

Signed: 7/10/2024 | 07:15 AM

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 192.146.186.96

Electronic Record and Signature Disclosure:

Accepted: 7/10/2024 | 07:14 AM

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Supplemental Documents:

Resolution No. 2024-007.pdf

Viewed: 7/10/2024 | 07:14 AM

Germaine McClellan Key



Read: Not Required

gkey@fontanaca.gov

Accepted: Not Required

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 107.201.246.59

Signed: 7/10/2024 | 08:08 AM

Signed using mobile

Sent: 7/10/2024 | 07:15 AM

Viewed: 7/10/2024 | 08:07 AM

Electronic Record and Signature Disclosure:

Accepted: 7/10/2024 | 08:07 AM

ID: 9d16c3ae-1d8f-4403-a164-01d1e8ad5bd0

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp**

Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Kathy Kasinger kkasinger@fontanaca.gov Records Coordinator Security Level: Email, Account Authentication (None)	COPIED	Sent: 7/10/2024 08:08 AM
Electronic Record and Signature Disclosure: Accepted: 4/15/2024 03:03 PM ID: 78fe326f-9ae7-40f5-92fb-59cce10b45c4		
Tanya Honeycutt thoneyecutt@fontanaca.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: 7/10/2024 08:08 AM
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Breana Estrada bestrada@fontanaca.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: 7/10/2024 08:08 AM Viewed: 7/10/2024 08:24 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/2/2024 12:15 PM
Certified Delivered	Security Checked	7/10/2024 08:07 AM
Signing Complete	Security Checked	7/10/2024 08:08 AM
Completed	Security Checked	7/10/2024 08:08 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERs):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none">•Allow per session cookies•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

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