

**FOURTH AMENDMENT TO THE FRANCHISE AGREEMENT  
BETWEEN THE CITY OF PERRIS AND CR&R INCORPORATED, FOR  
THE COLLECTION, TRANSPORTATION, RECYCLING, COMPOSTING  
AND DISPOSAL OF SOLID WASTE AND CONSTRUCTION DEBRIS  
AND FOR PROVIDING TEMPORARY BIN/ROLLOFF SERVICES**

This Fourth Amendment to the Franchise Agreement ("Amendment No. 4") is entered into as of 10/14, 2021 by and between the City of Perris, a Municipal Corporation ("City") and CR&R Incorporated, a California Corporation ("Grantee"). The parties are individually referred to as "Party" and collectively referred to as "Parties."

**RECITALS**

- A. WHEREAS, on October 25, 1993, the City and Grantee entered into that certain agreement entitled "Agreement between the City of Perris and CR&R Incorporated for the Collection, Transportation, Recycling, Composting, and Disposal of Solid Waste and Construction Debris and for Providing Temporary Bin/Rolloff Services" ("Franchise Agreement"); and
- B. WHEREAS, on May 30, 1995, the City and Grantee amended the Franchise Agreement to reflect the termination of the solid waste transfer and recycling facility ("MAP") referenced in the Franchise Agreement ("Amendment No. 1"); and
- C. WHEREAS, on May 30, 2017, the City and Grantee amended the Franchise Agreement to reflect new services for Organic Waste and Green Waste ("Amendment No. 2"); and
- D. WHEREAS, on July 27, 2021, the City and Grantee amended the Franchise Agreement to reflect an updated franchise fee percentage paid to the City, an amended annual rate adjustment methodology, and a process whereby CR&R would prepare an annual report of all delinquent accounts to be placed on the property tax roll ("Amendment No. 3"); and
- F. WHEREAS, the State of California has found and declared that the amount of Solid Waste generated in California, coupled with diminishing disposal capacity and interest in minimizing potential environmental impacts from landfilling and the need to conserve natural resources, have created an urgent need for State and local agencies to enact and implement aggressive integrated waste management programs. The State has, through enactment of the California Integrated Waste Management Act of 1989 (AB 939) (California Public Resources Code Section 40000, et seq.) and subsequent related legislation including, but not limited to: the Jobs and Recycling Act of 2011 (AB 341), the Event and Venue Recycling Act of 2004 (AB 2176), SB 1016 (Chapter 343, Statutes of 2008 [Wiggins, SB 1016]), the Mandatory Commercial Organics Recycling Act of 2014 (AB 1826), and the Short-Lived Climate Pollutants Bill of 2016 (SB 1383), directed the responsible State agency, and all local agencies, to promote a reduction in landfill disposal and to maximize the use of feasible waste reduction, reuse, recycling, and composting options in order to reduce the amount of material that must be disposed; and

- G. WHEREAS, SB 1383 establishes regulatory requirements for jurisdictions, Generators, haulers, solid waste facilities, and other entities to support achievement of State-wide organic waste disposal reduction targets; and
- H. WHEREAS, regulations implementing SB 1383 require the City to implement collection programs, meet processing facility requirements, conduct contamination monitoring, provide education, maintain records, submit reports, monitor compliance, conduct enforcement, and fulfill other requirements; and, the City has chosen to delegate some of its responsibilities to the Grantee, acting as the City's designee, and Grantee desires to take on these responsibilities; and
- I. WHEREAS, City and Grantee desire to amend the Franchise Agreement as set forth herein.

**OPERATIVE PROVISIONS**

NOW, THEREFORE, in consideration of the promises above stated and the terms, conditions, covenants, and agreements contained herein, the Parties hereby agree to amend the Franchise Agreement for the third time as follows:

1. **Recitals Incorporated.** The foregoing recitals are true and correct and incorporated herein by reference as if set forth in full.

3. **Amendment to SECTION 5 of the Franchise Agreement.**

3.1 Subsection "A" ("General") of Section 5 ("SERVICES PROVIDED BY GRANTEE") is hereby amended in its entirety as follows:

"A. **General.** Beginning January 1, 2022, Grantee shall provide a three-container Collection program for the separate collection, transportation, recycling, composting, and disposal of solid waste, recyclables, and organic waste as required by SB 1383 Regulations and the City's Municipal Code Chapter 7.17 to all customers within the Franchise Area. Grantee shall also provide temporary bin/roll off services within the Franchise Area in accordance with the terms of this Franchise Agreement, the California Integrated Waste Management Act and Chapter 7.16 of the City's Municipal Code. Grantee shall use containers that comply with the requirements of this Franchise Agreement and SB 1383 Regulations. Grantee shall not knowingly collect containers that include Prohibited Container Contaminants. Any subscriber missed on a herein described collection date shall be serviced within twenty-four (24) hours of notice thereof. Collection necessitated by an emergency may be made at different hours or on different days, subject to the prior written approval of the City Manager.

(1). **Source Separated Recyclable Materials Collection (Blue Container or Lid).** Grantee shall provide Blue Containers to Generators for Collection of Source Separated Recyclable Materials and shall provide Source Separated Recyclable Materials Collection service, Grantee shall transport the Source

Separated Recyclable Materials to a Facility that recovers the materials designated for Collection, in accordance with SB 1383 Regulations.

Source Separated Recyclable Materials that are to be accepted for Collection in the Source Separated Recyclable Materials Collection program include the following: (i) Non-Organic Recyclables such as: aluminum, glass bottles and jars, rigid plastics (marked # 1 through # 7), tin and bi-metal cans; and (ii) SSBCOW such as: Paper Products, Printing and Writing Papers, wood and dry lumber.

- (2). Source Separated Green Container Organic Waste (“SSGCOW”) Collection (Green Container or Lid). Grantee shall provide Green Containers to Generators for Collection of SSGCOW and shall provide SSGCOW Collection service. Grantee shall transport the SSGCOW to a Facility in accordance with SB 1383 Regulations.

SSGCOW that are to be accepted for Collection in the SSGCOW Collection program include the following: Food Scraps; Food-Soiled Paper; Yard Trimmings, and Compostable Plastics. Carpets, Non-Compostable Paper, textiles, and Prohibited Container Contaminants shall not be Collected in the Green Containers. Yard Trimmings that are to be accepted for Collection in the SSGCOW Collection program include the following: green trimmings, grass, weeds, flowers, leaves, prunings, branches, dead plants, brush, tree trimmings, dead trees weighing no more than 50lbs, and other types of SSGCOW resulting from normal yard and landscaping installation, maintenance, or removal, provided all SSGCOW fits inside the Green Container with the lid closed and does not exceed 150 pounds.

Grantee may Collect compliant Compostable Plastics in the Green Containers for Processing. At least two (2) months prior to the commencement of the Collection of Compostable Plastics in the SSGCOW program, Grantee shall provide written notification to the City whether the Facility can or cannot Process and recover these Compostable Plastics in accordance with SB 1383 Regulations. If the Facility can process and recover Compostable Plastics, and Grantee elects to Collect Compostable Plastics in the Green Container, then Grantee shall provide annual written notification to the City that the Facility has and will continue to have the capabilities to Process and recover the Compostable Plastics. If the Facility cannot process and recover Compostable Plastics, then Grantee will not Collect Compostable Plastics in the Green Container. It is also understood that Grantee proposes to process the City’s organics through its Anaerobic Digester Facility (AD). AD Facilities do not accept compostable plastics at the current time.

Grantee may require Generators to place Food Waste in plastic bags or other wrappings and put the bagged or wrapped Food Waste in the Green Container. At least two (2) months prior to the commencement of the use

of plastic bags for the Food Waste program, Grantee shall provide written notification to the City that allowing the use of bags does not inhibit the ability of the City to comply with SB 1383 Regulations, and that the Facility can Process and remove plastic bags when it recovers SSGCOW. Grantee shall provide annual written notification to the City that the Facility has and will continue to have the capabilities to Process and remove plastic bags when it recovers SSGCOW. It is also understood that Grantee proposes to process the City's organics through its Anaerobic Digester Facility (AD). AD Facilities do not accept plastic bags or other wrappings at the current time.

- (3). Gray or Black Container Waste Collection. Grantee shall provide Gray or Black Containers or Lids to Generators for Collection of Gray Container Waste and shall provide Gray Container Waste Collection service. Grantee shall transport the Gray Container Waste to a Facility in accordance with the SB 1383 Regulations. Grantee may allow carpets, and textiles to be placed in the Gray Containers. Prohibited Container Contaminants shall not be Collected in the Gray Containers.”
- (4) Nothing contained herein shall Grantee from meeting its compliance requirements by any alternative methods or procedures, provided it complies with SB 1383, the SB 1383 Regulations, and/or any other applicable law, as may be amended from time to time, and is approved in writing by the City.

3.2 Subsection “B” (“Single Family Residential”) of Section 5 (“SERVICES PROVIDED BY GRANTEE”) is hereby amended as follows:

- “(3). Residential Organic Waste. Effective January 1, 2022 Grantee shall provide all customers Organic Waste collection services and require disposal of organic waste in the green container. All Organic Waste shall be collected in separate Organic Waste collection vehicles. Grantee shall direct all Residential Organic Waste generated within the City Limits to its Anaerobic Digester Processing Facility (“AD Facility”) located in the City. All Organic Waste processed in the AD Facility shall be diverted from the landfill and receive full diversionary credit. Grantee shall also make available a FREE 1.9 gallon kitchen food waste pail (“Pail”) to all City residents upon customer request. The Pail shall be specially designed to store food waste in the kitchen before the material goes into the green waste cart for collection at the curb. Pails shall be made available for pick up at Grantee’s office and at City Hall.
- (4). Contamination Prevention. To the extent practical through education, training, inspection, and/or other measures, Grantee shall cooperate with the City to prevent all customers from placing materials in a container not designated for those materials per the Grantee’s three container collection service. ”

3.3 Subsection “C” (“Commercial, Industrial and Multi-Family”) of section 5 (“SERVICES PROVIDED BY GRANTEE”) is hereby amended as follows:

“(4). Commercial, Industrial and Multi-Family Organic Waste. Effective January 1, 2022, Multi-Family, Commercial and Industrial customers shall be required to divert their Organic Waste through a Grantee provided Organics Waste Program. Grantee shall provide a separate labeled bin or cart for these purposes depending upon the individual customer’s Organic Waste generation rates. All Organic Waste shall be collected in separate Organic Waste collection vehicles. Organic Waste shall be processed at Grantee’s AD Facility located in the City. Organic Waste shall be diverted from the landfill and receive full diversionary credit.

To the extent practical through education, training, inspection, and/or other measures, Grantee shall cooperate with the City to prevent all customers from placing materials in a container not designated for those materials per the Grantee’s three container collection service. ”

3.4 Subsection H “Public Education Program” of Section 5 (“SERVICES PROVIDED BY GRANTEE”) is hereby amended to add sections (3) and (4) as follows:

“(3). SB 1383 Education. Grantee shall create and implement an Organic Waste education program and provide all applicable education materials and conduct all education programs and activities as provided by and in accordance with the SB 1383 Regulations. Grantee shall cooperate and coordinate with the City on Organic Waste public education materials and implement those materials into its current Perris Recycling Program as set forth in this Section H. The Grantee shall assist the City in providing the information required above by including it with regularly scheduled notices, education materials, billing inserts, or other information disseminated to all customers. Grantee shall collaborate with the City and CalRecycle’s regional staff to ensure that multi-lingual literature and materials distributed in the City are clear and effective in carrying the message of organic waste recycling and community-based food recovery.

(4) Food Recovery. On or before February 1, 2022, the City, with assistance from the Grantee, shall develop a list of Food Recovery Organizations and Food Recovery Services operating within the City, maintain the list on both the Grantee’s City-specific website and the City’s website, and update the list annually. The list shall include, at a minimum, the following information about each Food Recovery Organization and each Food Recovery Service:

1. Name and physical address;
2. Contact information;
3. Collection service area; and,

4. An indication of types of Edible Food the Food Recovery Service or Food Recovery Organization can accept for Food Recovery.

At least annually, the City, in cooperation with the Grantee, shall provide Commercial Edible Food Generators with the following information:

1. Information about the City's Edible Food Recovery program;
2. Information about the Commercial Edible Food Generator requirements under 14 CCR, Division 7, Chapter 12, Article 10;
3. Information about Food Recovery Organizations and Food Recovery Services operating within the City, and where a list of those Food Recovery Organizations and Food Recovery Services can be found; and,
4. Information about actions that Commercial Edible Food Generators can take to prevent the creation of Food Waste.

The Grantee shall assist the City in providing the information required above by including it with regularly scheduled notices, education materials, billing inserts, or other information disseminated to commercial businesses. Grantee shall comply with all applicable public education and outreach record keeping and reporting requirements as provided by SB 1383 and the SB 1383 Regulations.”

3.5 New Subsections of Section 5 (“SERVICES PROVIDED BY GRANTEE”) are hereby added to the Franchise Agreement as follows:

“K. Contamination Monitoring.

- (1). Route Reviews and Waste Evaluations. Grantee shall meet its SB 1383 Regulations contamination monitoring requirements commencing January 1, 2022, using route reviews as outlined herein:
  - (a). Grantee shall conduct Hauler Route reviews for Prohibited Container Contaminants in Collection Containers in a manner that is deemed safe by the Grantee; is approved by the City; is conducted in a manner that results in all Hauler Routes being reviewed annually and is consistent and in accordance with SB 1383 Regulations. Containers may be randomly selected along the Hauler Route. This Section should not be construed to require that every container on a Hauler Route must be sampled annually.
  - (b). Upon finding Prohibited Container Contaminants in the container, Grantee shall follow the contamination monitoring noticing procedures of this Section.

- (c). Grantee shall maintain all applicable records required under SB 1383 Regulations, and report to the City on a quarterly basis on contamination monitoring activities, route reviews and/or waste evaluations, and actions taken.
- (d). Notwithstanding the foregoing, this subsection K shall not prohibit Grantee from meeting its compliance requirements by any alternative methods or procedures, provided it complies with SB 1383, the SB 1383 Regulations, and/or any other applicable law, as may be amended from time to time.

L. Waste Evaluation. Grantee shall, conduct waste evaluations that comply with and meet the requirements of 14 CCR Section 18984.5(c). The City maintains the right to observe, or hire a third party to observe, the waste evaluations.

(1). Sampling Method, Study Protocols. The Grantee shall conduct waste evaluations for Prohibited Container Contaminants by sampling the contents of Containers on Hauler Routes in the following manner:

- (a). Grantee shall conduct waste evaluations at least twice per year and in two distinct seasons of the year in a manner that complies with the requirements of 14 CCR section 18984.5(c).
- (b). The Grantee's waste evaluations shall include samples for each container type.
- (c). The waste evaluations shall include samples from each Container type served by the Grantee and shall include samples taken from different areas in the City that are representative of the City's waste stream.
- (d). The waste evaluations shall include at least the minimum number of samples specified in SB 1383 Regulations.
- (e). The Grantee shall Transport all of the material Collected for sampling to a sorting area at a permitted solid waste Facility where the presence of Prohibited Container Contaminants for each Container type shall be measured to determine the ratio of Prohibited Container Contaminants present in each material stream by weight. To determine the ratio of Prohibited Container Contaminants, the Grantee shall use the following protocol:
  - (i). The Grantee shall take one sample of at least a 200 pounds from the material Collected from each material stream for sampling.

- (ii). The 200-pound sample shall be randomly selected from different areas of the pile of Collected material for that material stream.
  - (iii). For each 200-pound sample, the Grantee shall remove any Prohibited Container Contaminants and determine the weight of Prohibited Container Contaminants.
  - (iv). The Grantee shall determine the ratio of Prohibited Container Contaminants in the sample by dividing the total weight of Prohibited Container Contaminants by the total weight of the sample.
- (2). Contamination Response. If the sampled weight of Prohibited Container Contaminants exceeds twenty-five percent (25%) of the measured sample for any material stream, the Grantee shall:
  - (a). Notify the City within fifteen (15) working days of the waste evaluation.
  - (b). Within fifteen (15) working days of the waste evaluation, notify all Generators on the sampled Hauler Route of their requirement to properly separate materials into the appropriate Containers. The Grantee may provide this information by placing a written notice on the Generators' Containers or the gate or door of the Premises; and/or by mail, email, or electronic message to the Generators. The format of the warning notice shall be approved by the City.
- (3). Material Exceptions. Organic Waste that is textiles, carpet, hazardous wood waste, human waste, pet waste, or material subject to a quarantine on movement issued by a County agricultural commissioner is not required to be measured as Organic Waste when calculating the amount of Organic Waste present in the Gray/Black Waste Container.
- (4). Actions upon Identification of Prohibited Container Contaminants. Upon finding Prohibited Container Contaminants in a Container, Grantee shall follow the protocols set forth in this Section.
  - (a). Record Keeping. The driver or other Grantee representative shall record each event of identification of Prohibited Container Contaminants in a written log or in the on-board computer system including date, time, Generator's address, type of container (Blue, Green, or Gray/Black Container).

- (b). Courtesy Pick-Up Notices. Upon identification of Prohibited Container Contaminants in a Generator's container, Grantee shall provide the Generator a courtesy pick-up notice. The courtesy pick-up notification shall: (i) inform the Generator of the observed presence of Prohibited Container Contaminants; (ii) include the date and time the Prohibited Container Contaminants were observed; (iii) include information on the Generator's requirement to properly separate materials into the appropriate containers, and the accepted and prohibited materials for each container; (iv) inform the Generator of the courtesy pick-up of the contaminated materials on this occasion with information that after January 1, 2024, following three consecutive instances of Prohibited Container Contaminants within a six-month time period, Grantee may assess contamination Processing fees. Grantee shall leave the courtesy pick-up notice attached to or adhered to the Generator's contaminated containers; at the Premises' door or gate; or, subject to City's approval, may deliver the notice by mail, e-mail, text message, or other electronic message.
- (c). Notice of Assessment of Contamination Processing Fees. Prior to January 1, 2024, Grantee shall provide all customers educational outreach materials in accordance with its Organic Waste education program and the above subsection (b) to correct violations. After January 1, 2024, if the Grantee observes Prohibited Container Contaminants in a Generator's Container on more than three consecutive occasions within a six-month time period, and issued courtesy pick-up notices on each of those occasions, the Grantee may impose a contamination Processing fee of \$35.00 (which may be adjusted annually pursuant to the same CPI Index used for annual rate adjustments). Grantee shall notify the City in its quarterly report of Generators for which contamination Processing fees were assessed. Grantee shall leave a contamination Processing fee notice attached to or adhered to the Generators' contaminated containers; at the Premises' door or gate; or, subject to City's approval, may deliver the notice by mail, e-mail, text message, or other electronic message. The contamination Processing fee notice shall describe the specific material(s) of issue, explain how to correct future set outs, and indicate that the Generator will be charged a contamination Processing fee on its next bill. The format of the contamination Processing fee notice shall be approved by the City.

- (d). Disposal of Contaminated Materials. If the Grantee observes Prohibited Container Contaminants in a Generator's Container(s), Grantee may dispose of the Container's contents, provided Grantee complies with the noticing requirements in subsection (a) above.
  
- M. Inspections and Enforcement. Beginning January 1, 2022, Grantee shall assist the City with and/or conduct applicable inspections and enforcement, to the extent delegable, as required by SB 1383 Regulations. Grantee shall maintain, and provide to the City upon request, all applicable records from inspection and enforcement in accordance with SB 1383 Regulations.
  
- N. Generator Waiver Program Coordination.
  - (1). General. In accordance with SB 1383 Regulations and the City Code, the City may grant waivers (de minimis, physical space) to Generators that impact the scope of Grantee's provision of service for those Generators. Waivers issued shall be subject to compliance with SB 1383 Regulatory requirements, pursuant to 14 CCR Section 18984.11.
  - (2). Requests Submitted to Grantee. Generators may submit requests for de minimis waivers or physical space waivers to the Grantee. Grantee shall within fifteen (15) working days review the Generator's waiver application and inspect the Generator's Premises to verify the accuracy of the application. Grantee shall provide documentation of the inspection, including the Grantee's recommendation to approve or deny the waiver request, and send this information to the City within five (5) working days of receipt of the Generator's waiver application for the City's review and approval. The City ultimately retains the right to approve or deny any application, regardless of the Grantee's recommendation. Grantee shall report information regarding waivers reviewed on a quarterly basis.
  - (3). Grantee Change in Generators' Service Levels. When the City grants a waiver to a Generator, the City shall notify the Grantee within fifteen (15) working days of the waiver approval with information on the Generator and any changes to the service level or Collection service requirements for the Generator. Grantee shall have ten (10) working days to modify the Generator's service level and billing statement, as needed.
  - (4). Reverification of Waivers. It shall be the responsibility of the Grantee to verify that the Generators with de minimis or physical space constraint waivers continue to meet the waiver requirements set forth in this Section. Grantee shall conduct such reverifications of waivers through inspection of each Generator's premises and review of applicable records at least once every five (5) years for de minimis and physical space constraint waivers. Grantee shall maintain a record of each waiver verification and provide a quarterly report to the City documenting the waiver reverifications

performed and recommendations to the City on those waivers that Grantee concludes are no longer warranted. The City shall make a final determination of the waiver eligibility of Generators.

- (5). Grantee Recordkeeping of Generators Granted Waivers. Upon Grantee request, no more than two (2) times per year, the City shall provide Grantee an updated listing of waivers approved by the City, including the Generators' names, mailing address, service address, and type of waiver. Grantee shall maintain waiver-related records and report on waiver verifications, as required herein."

4. **Amendment to SECTION 24 of the Franchise Agreement.** Subsection "D" ("AB 939 Indemnification") of Section 24 is hereby amended, in its entirety, to read as follows:

"Grantee agrees to protect, defend, with counsel approved by City, and indemnify City against all fines or penalties imposed by CalRecycle, subject to the restrictions set forth in Public Resources Code Section 40059.1, if the requirements of AB 939, SB 1016, AB 341, AB 1826, and/or SB 1383 and corresponding regulations are not met by the City with respect to the waste stream collected under this Franchise Agreement, and such failure is: (i) due to the failure of Grantee to meet its obligations under this Agreement, or, (ii) due to Grantee delays in providing information that prevents Grantee or City from submitting reports required by AB 939, SB 1016, AB 341, AB 1826, and/or SB 1383 and corresponding regulations in a timely manner. The foregoing indemnity is expressly conditioned upon the City's implementation of required programs or activities, requested by the Franchisee or Cal Recycle, which are within the City's authority and ability to implement and which would be effective as a means to increase or maintain diversion and maintain compliance with State regulations. The provisions of this paragraph shall survive the termination or expiration of this Agreement."

5. **Amendment to EXHIBIT D of the Franchise Agreement.** Exhibit "D" ("Minimum Container Specifications") is hereby amended as follows:

"Grantee shall provide containers for refuse collection:

Each container provided for the residential curbside program shall have a capacity of sixty (60) gallons or one hundred (100) gallons and be constructed of rigid, durable, and recyclable materials with a minimum five (5) year life expectancy warranted by the manufacturer. Grantee shall be responsible for the replacement of container, wheels, lids, hinges, axles, handles, and labels. The containers shall meet the following specifications in all material respects. Any deviations from the specifications shall be approved by the City Manager or designee.

On or after January 1, 2022, Grantee shall place a label on the body or lid of each new container that is provided to a Generators' premises or a newly provided container. This includes language or graphic images, or both, that indicate the primary materials accepted and the primary materials prohibited in that container. Labels shall clearly indicate items that are Prohibited Container Contaminants for each container. Prior to ordering labels for

containers, Grantee shall submit a copy of its proposed label, proposed location(s) for placement of labels on each type of container, and its labeling plan to the City for approval.

No later than January 1, 2036, Grantee shall provide all Generators with collection containers that comply with the container color requirements specified in this Agreement or as otherwise specified in the SB 1383 Regulations. If an existing container breaks or is otherwise rendered non-functional on or after January 1, 2022, the Grantee shall replace the non-functional container with a container that complies with the color requirements of the SB 1383 Regulations. Notwithstanding this paragraph, the Grantee is not required to replace functional containers, including containers purchased prior to January 1, 2022, that do not comply with the color requirements of this Agreement prior to the end of the useful life of those containers, or prior to January 1, 2036, whichever comes first.”

The remaining provisions in Exhibit “D” shall remain unchanged and in full force and effect.

4. **Continuation of Franchise Agreement Terms.** Except as specifically stated in this Amendment No. 4, all the terms and provisions of the Franchise Agreement and of Amendment No. 1, Amendment No. 2, and Amended No. 3 shall remain in full force and effect.

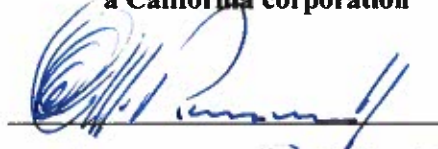
**IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 4 as of the date first above written.**

**CITY OF PERRIS, a municipal corporation**

**CR&R INCORPORATED,  
a California corporation**



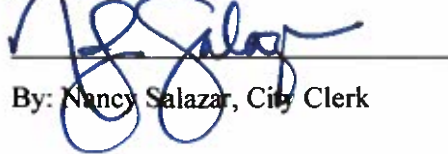
By: Michael M. Vargas, Mayor



By: CLIFFORD KONNENBERG

Its: CHAIRMAN

ATTEST:



By: Nancy Salazar, City Clerk



By: DAVID KONNENBERG

Its: PRESIDENT

APPROVED AS TO FORM:



Eric L. Dunn, City Attorney