

SIERRA SANDS UNIFIED SCHOOL DISTRICT

**Board of Education
Special Meeting**

**AUGUST 26, 2013
District Office Conference Room "A"
113 W. Feslpar Ave.
www.ssusdschools.org**

We, the members of the Board of Education of the Sierra Sands Unified School District, are committed to providing the highest quality education in a safe environment to all K-12 students. We believe the school shares with the family, church, and community the responsibility for developing life-long learners who are responsible, productive

A G E N D A

CALL TO ORDER AND PLEDGE TO THE FLAG

12:00 noon

Amy Castillo-Covert
Judy Dietrichson
Bill Farris, President
Tom Pearl
Kurt Rockwell, Vice President/Clerk
Michael Scott

Joanna Rummer, Superintendent

MOMENT OF SILENCE

- 1. ADOPTION OF AGENDA**
- 2. BUSINESS ADMINISTRATION**
 - 2.1 Approval of Contract for Solid Waste Hauling Services**
- 4. ADJOURNMENT**

2. BUSINESS ADMINISTRATION

2.1 Approval of Contract for Solid Waste Hauling Services

BACKGROUND INFORMATION: The Sierra Sands Unified School District has utilized Benz Sanitation Inc. for trash hauling services for many years. In 2009, trash hauling, which included a recycling program, was inaugurated by the City of Ridgecrest. The District participated in this program. That program experienced changes and as such the contract with Benz Sanitation Inc. which expired on Sept. 2, 2011 was not renewed. An interim contract was authorized until a determination could be made in regard to continuing services.

CURRENT CONSIDERATIONS: In accordance with Public Resources Code Section 40059 which states the district may determine solid waste hauling to be a local concern, the Sierra Sands Unified School District pursued services for same through the Request for Proposal process. At the completion of the process, Waste Management Inc. was approved as the successful respondent at the June 20, 2013 Board meeting. Subsequently, the Board provided permission to negotiate a contract for trash hauling and recycling services for the 2013-14 school year.

FINANCIAL IMPLICATIONS: The proposal received from Waste Management, Inc. states services will be provided at \$5,908.92 per month for trash and recycling. Additional services are not included.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the Board approve the contract with Waste Management Inc. for waste hauling services for the 2013-14 school year.

DISTRICT WIDE WASTE DISPOSAL SERVICES AGREEMENT

This Contract (referenced as Contract or Agreement herein) is entered into this _____ day of _____ 2013, in the County of Kern, State of California, by and between **SIERRA SANDS UNIFIED SCHOOL DISTRICT**, hereinafter called the "DISTRICT", and **WASTE MANAGEMENT OF CALIFORNIA, INC.** and hereinafter called the "CONTRACTOR". The DISTRICT and the CONTRACTOR are sometimes referred to herein as a "PARTY" and collectively as the "PARTIES". This AGREEMENT is made with reference to the following facts:

WHEREAS, DISTRICT requires specialized waste management and disposal services where such services and advice are not available to the DISTRICT without cost either internally or from other public agencies;

WHEREAS, CONTRACTOR is specially experienced and competent to provide to the DISTRICT certain specialized services in one or more of the foregoing areas;

WHEREAS, DISTRICT desires to obtain specialized waste disposal services through the DISTRICT's properties, hereinafter referred to as the "PROJECT", located within the DISTRICT; and

WHEREAS, CONTRACTOR has indicated its willingness and commitment to provide its specialized services and/or advice to the DISTRICT on the terms hereafter set forth in this AGREEMENT.

NOW, THEREFORE, In consideration of the promises and mutual covenants contained herein, it is agreed between the parties as follows:

I. TERM: The term of this AGREEMENT shall begin September 1, 2013 and shall end August 31, 2014. This AGREEMENT may be extended (by mutual consent expressed in writing) for up to four (4) additional one-year increments. If the DISTRICT and CONTRACTOR agree in writing to extend this AGREEMENT, the Parties shall enter a written amendment extending the term and adjusting any term as deemed necessary. All indemnification provisions contained in the Contract shall survive beyond the expiration of the Contract. Nothing within this AGREEMENT shall be construed as requiring or obligating the DISTRICT to extend this AGREEMENT beyond the initial term.

II. WORK: CONTRACTOR shall perform and render all services as prescribed and required by RFP No. **213-017** DISTRICT-Wide Waste Disposal Service, along with the CONTRACTOR's response to the RFP and its response to the DISTRICT's Supplementary Questions for Clarification, collectively attached hereto as Exhibit A, all documents listed below in Section VIII and all Contract Documents and any other documents signed by both parties relating to the waste disposal services provided by CONTRACTOR, all of which are incorporated by reference as though set forth in full herein (the "Services"). The Services shall include, but are not limited to: providing adequate, sanitary, and safe waste receptacles; providing waste removal and disposal services at sites, days, and frequencies identified in Exhibit A and at the request of the District; providing portable restrooms and hand washing stations at the District's request; and providing any service necessary to ensure the DISTRICT's waste disposal process is timely, safe, and sanitary.

The CONTRACTOR will perform its Services hereunder in a professional manner, using the degree of care and skill ordinarily exercised by, and consistent with, the current professional practices and standards of a professional practicing in California. The CONTRACTOR represents that the Services set forth in EXHIBIT A and this agreement are within the technical and professional areas of expertise of the CONTRACTOR or any subconsultant the CONTRACTOR has engaged or will engage to perform the Service(s). The DISTRICT shall request in writing if the DISTRICT desires the CONTRACTOR to provide Services in addition to, or different from, the Services described herein. The CONTRACTOR shall advise the DISTRICT in writing of any Services that, in the CONTRACTOR's opinion, lie outside of the technical and professional expertise of the CONTRACTOR.

If applicable, CONTRACTOR shall comply with any required prevailing wage and labor requirements and shall defend and indemnify the DISTRICT from any claims arising from the CONTRACTOR's failure to comply with such requirements.

III. WARRANTIES: CONTRACTOR makes the following certifications, representations, and warranties for the benefit of the DISTRICT and CONTRACTOR acknowledges and agrees that the DISTRICT, in deciding to engage CONTRACTOR pursuant to this AGREEMENT, is relying upon the truth and validity of the following certifications, representations and warranties and their effectiveness throughout the term of this AGREEMENT and the course of CONTRACTOR's engagement hereunder:

CONTRACTOR is qualified in all respects to provide to the DISTRICT all of the Services contemplated by this AGREEMENT and, to the extent required by any

applicable laws, CONTRACTOR has all such licenses and/or governmental approvals as would be required to carry out and perform, for the benefit of the DISTRICT, such Services as are called for hereunder.

CONTRACTOR, in providing the Services and in otherwise carrying out its obligations to the DISTRICT under this AGREEMENT, shall, at all times, comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including worker's compensation and equal protection and non-discrimination laws.

IV. NON-FUNDING: Notwithstanding any other provision to the contrary, if for any fiscal year of this Contract the Governing Board for any reason fails to appropriate or allocate funds for future payments under this Contract, the DISTRICT will not be obligated to pay the balance of funds remaining unpaid beyond the fiscal period for which funds have been appropriated and allocated.

V. TERMINATION: This Contract may be terminated by either party upon five (5) days written notice to the other party in the event of a substantial failure of performance by such other party, including insolvency of CONTRACTOR; provided, however, (a) the terminating party must first give written notice of the breach and an opportunity to cure, as provided below, unless the DISTRICT determines, at its sole discretion, that immediate termination is made necessary by an emergency situation, as set forth below, and (b) a party shall be excused from its failure to perform in the event of a force majeure event. Substantial failure of performance on behalf of the CONTRACTOR shall include, but is not limited to, the following:

- 1) failure to provide three yard containers for any period of time;
- 2) failure to provide portable restrooms or hand washing stations within 2 hours of the DISTRICT's request as discussed in Section 14(a) below;
- 3) failure to provide rubbish removal services at the times, frequencies, or locations identified in Exhibit A;
- 4) failure to maintain the required insurance, as established herein;
- 5) failure to properly or promptly respond to the DISTRICT's requests for services required by Exhibit A, including any clean up or replacement services within 2 hours of the DISTRICT's request as discussed in Section 14(a) below; and

- 6) failure to provide any required waste receptacle, portable restroom, or hand washing station in a clean, safe, sanitary, and working condition, to be determined at the DISTRICT's sole discretion and within 2 hours of the DISTRICT's request as discussed in Section 14(a) below.

Failure to meet the timelines set forth above will constitute a breach of this AGREEMENT. In such event, or if CONTRACTOR fails to provide any service required by this AGREEMENT, DISTRICT may issue a 5 day notice to cure pursuant to this Section. This 5 day notice may be issued one day after any service is not provided on the day required by the schedule set forth in Exhibit A. If CONTRACTOR does not rectify the issues articulated in the 5 day notice AND provide sufficient written evidence that corrective measures have not been implemented to the DISTRICT's satisfaction to address the issues articulated in the 5 day notice in the future, the DISTRICT may terminate this Contract for cause. If CONTRACTOR's failure to provide any Service required by this AGREEMENT creates an emergency situation, the DISTRICT may take whatever actions are necessary to rectify the emergency situation immediately after providing written notification to CONTRACTOR and CONTRACTOR will be responsible for the DISTRICT's cost incurred to rectify the emergency situation. The DISTRICT will provide documentation, including invoices and other payment records, to substantiate the costs it incurred to rectify the emergency situation. The DISTRICT shall determine, at its sole and reasonable discretion, what constitutes an emergency situation which may include, but is not limited to, CONTRACTOR's failure to timely remove or replace any receptacle, restroom, or hand washing station that creates a dangerous or unsafe condition on the PROJECT, or failure to provide any receptacle, restroom or hand washing station during a time when the lack of said product creates an untenable situation for DISTRICT students or staff. In the event of such emergency, CONTRACTOR shall be responsible for any and all costs incurred by the DISTRICT to address the emergency. If the DISTRICT does not determine that CONTRACTOR's breach constitutes an emergency situation, it may terminate this AGREEMENT upon adequate notification, as set forth above.

In the event termination is for a substantial failure of performance, all damages and costs associated with the termination, including replacement contractor/vendor costs shall be deducted from payments owed to the CONTRACTOR.

In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with the Paragraph below, and CONTRACTOR shall have no greater rights than it would have had if a termination for convenience

had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by CONTRACTOR. The DISTRICT represents and warrants that it has sufficient funds to complete this AGREEMENT for the initial one year term and shall make every effort to avoid terminating this AGREEMENT without cause during the initial one-year term. However, the DISTRICT retains the right to terminate without cause at any time.

This Contract may be terminated without cause by DISTRICT upon twenty (20) days written notice to the CONTRACTOR. In the event of a termination without cause or for convenience, the DISTRICT shall pay to the CONTRACTOR for all services performed and all expenses incurred under this Contract supported by documentary evidence up until the date of the notice of termination for convenience plus any sums due the CONTRACTOR for approved extra services. CONTRACTOR shall not be compensated for any early removal services due to the termination beyond the costs set forth in Exhibit "A". In addition, CONTRACTOR will be paid for reasonable termination for convenience costs through the payment of 25% of the average of CONTRACTOR's approved monthly compensation for the two full months prior to the date of the notice of termination for convenience. This payment is agreed to compensate the CONTRACTOR for the unpaid profit CONTRACTOR would have made under the Contract on the date of termination and is consideration for entry into this termination for convenience clause.

VI. COMPENSATION: CONTRACTOR shall be compensated for the performance of its obligations under this Contract as specified in the executed Proposal Form(s), attached hereto and incorporated by reference as Exhibit B. CONTRACTOR shall not charge more than the rates set forth in Exhibit B for any services provided unless the DISTRICT agrees, in writing, that a requested Service is an Additional Service, in which case the charge for the additional service shall be established in writing before it is performed.

VII. METHOD OF PAYMENT: The CONTRACTOR shall submit one (1) invoice monthly to the DISTRICT for the fees incurred during the billing period and additional expenses (if any), as defined below. Invoices for fees must reflect the date of the Service, identify the individual performing the Service, state the hours worked and rate charged, and describe the Service performed. Invoices requesting reimbursement for additional expenses incurred during the billing period must clearly list items for which reimbursement is being requested and be accompanied by proper documentation (e.g. receipts, invoices) including a copy of the DISTRICT's authorization notice for invoiced item(s). No payments will be made by the DISTRICT to the CONTRACTOR for monthly invoices requesting payment for additional expenses without a copy of the prior written authorization of the DISTRICT. The DISTRICT shall make payment to the CONTRACTOR of

the approved invoiced amount within forty-five (45) days of the DISTRICT's receipt of the invoice.

1. The DISTRICT may withhold, or on account of subsequently discovered evidence, nullify the whole or a part of any payment to such extent as may be necessary to protect the DISTRICT from loss, including costs and attorneys' fees, on account of: (1) defective or deficient work product not remedied; (2) failure of the CONTRACTOR to make payments properly to its employees or subconsultants; or (3) failure of CONTRACTOR to perform its services in a timely manner so as to conform to PROJECT schedule.
2. CONTRACTOR shall notify the DISTRICT in writing of the need for Additional Services required due to circumstances beyond the CONTRACTOR's control that are not contemplated in this AGREEMENT. CONTRACTOR shall obtain written authorization from the DISTRICT before rendering any Additional Services. The DISTRICT may also require CONTRACTOR to perform additional services which are, in the DISTRICT's discretion, necessary. Compensation for all Additional Services shall be negotiated and approved in writing by the DISTRICT before CONTRACTOR performs such Additional Services. CONTRACTOR shall not be entitled to any compensation for performing Additional Services that are not previously approved by the DISTRICT in writing.

VIII. CONTRACT DOCUMENTS: The Contract entered into by the parties consists of the following Contract Documents, all of which are component parts of the Contract as if herein set out in full or attached hereto: Notice Calling for Proposals; Information for Vendors; General Information, Instructions and Contract Conditions; Bid Specifications and Forms; Proposal Form; List of DISTRICT Locations; Subcontractor List; CONTRACTOR's Certificate Regarding Workers' Compensation; Payment Bond; Performance Bond; Key Fee AGREEMENT; and Criminal Record and Background Check Certification

IX. HOLD HARMLESS/INDEMNIFICATION: To the fullest extent permitted by law, CONTRACTOR agrees to indemnify, and hold DISTRICT entirely harmless from all liability arising out of:

1. Workers' Compensation and Employers Liability: Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to CONTRACTOR's employees or CONTRACTOR's subcontractor's employees arising out of CONTRACTOR's work under this AGREEMENT; and

2. General Liability: Liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the CONTRACTOR or the DISTRICT, or any person, firm or corporation employed by the CONTRACTOR or the DISTRICT upon or in connection with the PROJECT, except liability resulting from the sole or active negligence, or willful misconduct of/ the DISTRICT, its officers, employees, agents or independent consultants who are directly employed by the DISTRICT.

The CONTRACTOR, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings, arising out of ARTICLE IX above, that may be brought or instituted against the DISTRICT, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

THE PARTIES UNDERSTAND AND AGREE THAT ARTICLE VIII, PARAGRAPH 1 OF THIS AGREEMENT SHALL BE THE SOLE INDEMNITY, AS DEFINED BY CALIFORNIA CIVIL CODE § 2772, GOVERNING THIS AGREEMENT. ANY OTHER INDEMNITY THAT MAY BE ATTACHED TO THIS AGREEMENT AS AN EXHIBIT SHALL BE VOID AND UNENFORCEABLE BETWEEN THE PARTIES.

ANY ATTEMPT TO LIMIT THE CONTRACTOR'S LIABILITY TO THE DISTRICT IN AN ATTACHED EXHIBIT SHALL BE VOID AND UNENFORCEABLE BETWEEN THE DISTRICT AND THE CONTRACTOR.

X. INSURANCE: CONTRACTOR shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to DISTRICT which will protect CONTRACTOR and DISTRICT from claims which may arise out of or result from CONTRACTOR's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

1. The CONTRACTOR shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California. However, such amount shall not be less than ONE MILLION DOLLARS (\$1,000,000).

2. Commercial general liability insurance with limits of not less than ONE MILLION DOLLARS (\$1,000,000) and automobile liability insurance with limits of not less than ONE MILLION DOLLARS (\$1,000,000) for bodily injury and property damage liability, per occurrence, including coverage for the following:
 - i. Owned, non-owned and hired vehicles;
 - ii. Blanket contractual;
 - iii. Broad form property damage;
 - iv. Products/completed operations; and
 - v. Personal injury.

Each policy of insurance required in above shall name DISTRICT and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of CONTRACTOR hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. CONTRACTOR shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, CONTRACTOR shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event CONTRACTOR fails to secure or maintain any policy of insurance required hereby, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of CONTRACTOR, and in such event CONTRACTOR shall reimburse DISTRICT upon demand for the cost thereof.

In the event that CONTRACTOR subcontracts any portion of CONTRACTOR's duties, CONTRACTOR shall require any such subconsultant to purchase and maintain insurance coverage for the types of insurance referenced above in amounts which are appropriate with respect to that subconsultant's part of work which shall in no event be less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) per occurrence.

XI. MISCELLANEOUS

1. CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that CONTRACTOR and all of CONTRACTOR's employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers'

Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of CONTRACTOR's employees or agents as they relate to the Services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of any applicable prevailing wages and all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective CONTRACTOR's employees.

2. Prevailing Wages: Only if applicable and required, CONTRACTOR shall pay, and shall cause all subconsultants and/or subcontractors of every tier to pay, not less than the specified prevailing wage rates, to the extent applicable, to all workers employed to perform work or Services under this AGREEMENT. CONTRACTOR shall indemnify and defend the DISTRICT from any claim, dispute, or demand arising from the wages paid by CONTRACTOR and its subconsultants and/or subcontractors as set forth in Section IX.
3. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or CONTRACTOR.
4. THIS AGREEMENT SHALL NOT INCLUDE ANY MASTER AGREEMENT OR ANY OTHER BOILERPLATE TERMS OR FORM DOCUMENTS PREPARED BY THE CONTRACTOR. THE ATTACHMENT OF ANY SUCH DOCUMENT TO THIS AGREEMENT AS EXHIBIT "A" SHALL NOT BE INTERPRETED OR CONSTRUED TO INCORPORATE SUCH TERMS INTO THIS AGREEMENT UNLESS THE DISTRICT APPROVES OF SUCH INCORPORATION IN A SEPARATE WRITING SIGNED BY THE DISTRICT. ANY REFERENCE TO SUCH BOILERPLATE TERMS AND CONDITIONS IN THE PROPOSAL OR QUOTE SUBMITTED BY THE CONTRACTOR SHALL BE NULL AND VOID AND HAVE NO EFFECT UPON THIS AGREEMENT. PROPOSALS, QUOTES, STATEMENT OF QUALIFICATIONS AND OTHER SIMILAR DOCUMENTS PREPARED BY THE CONTRACTOR MAY BE INCORPORATED INTO THIS AGREEMENT AS EXHIBIT "A" BUT SUCH INCORPORATION SHALL BE STRICTLY LIMITED TO THOSE PARTS DESCRIBING THE CONTRACTOR'S SCOPE OF WORK, RATE AND PRICE SCHEDULE AND QUALIFICATIONS.
5. Each of the PARTIES have had the opportunity to, and have to the extent each deemed appropriate, obtained legal counsel concerning the content and meaning of this AGREEMENT. Each of the PARTIES agrees and represents that no promise, inducement or agreement not herein expressed has been made to effectuate this AGREEMENT. This AGREEMENT represents the entire AGREEMENT between the DISTRICT and CONTRACTOR and

supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and the CONTRACTOR.

6. Time is of the essence with respect to all provisions of this AGREEMENT.
7. If either PARTY becomes involved in litigation arising out of this AGREEMENT or the performance thereof, each PARTY shall bear its own litigation costs and expenses, including reasonable attorney's fees.
8. All exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this AGREEMENT by each reference as though fully set forth in each instance in the text hereof with the exception of those documents or provisions that are subject to the exclusions specifically set forth in this AGREEMENT.
9. This AGREEMENT shall be liberally construed to effectuate the intention of the PARTIES with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to any word, phrase or provision of this AGREEMENT, neither this AGREEMENT nor any uncertainty or ambiguity herein will be construed or resolved against either party (including the PARTY primarily responsible for drafting and preparation of this AGREEMENT), under any rule of construction or otherwise, it being expressly understood and agreed that the PARTIES have participated equally or have had equal opportunity to participate in the drafting hereof.
10. This AGREEMENT may be executed in any number of counterparts, each of which shall be deemed an original, and the counterparts shall constitute one and the same instrument, all of which shall be sufficient evidence of this AGREEMENT.
11. Confidentiality: The CONTRACTOR shall not disclose or permit the disclosure of any confidential information, except to its agents, employees and other consultants who need such confidential information in order to properly perform their duties relative to this AGREEMENT.
12. Governing Law: This AGREEMENT shall be governed by the laws of the State of California.
13. Severability: If any portion of this AGREEMENT is held as a matter of law to be unenforceable, the remainder of this AGREEMENT shall be enforceable without such provisions.

14. Notices: All notices or demands to be given under this AGREEMENT by either PARTY to the other, except for DISTRICT requests for services as discussed in Section 14(a) below, shall be in writing and given either by: (a) personal service; or (b) by U.S. Mail, mailed either by registered, overnight, or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the fifth day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either PARTY may be changed by written notice given in accordance with the notice provisions of this Paragraph. At the date of this AGREEMENT, the addresses of the PARTIES are as follows:

Sierra Sands Unified School District
113 Felspar Street
Ridgecrest, CA 93555
Attn: Christina Giraldo

Waste Management of California, Inc.
9081 Tujunga Avenue
Sun Valley, CA 91352

a. Any DISTRICT request for services pursuant to this Contract, including any and all requests for waste receptacles, portable restrooms, hand washing stations, and repair / maintenance services, shall be made via email to CONTRACTOR to the following email address Bbrunenkant@wm.com. The DISTRICT may, but is not required to, make a follow up phone call to CONTRACTOR confirming the request. However, for the purposes of all time requirements set forth in this Contract, receipt of the request shall be effective at the time the email is sent by the DISTRICT.

[SIGNATURES ON NEXT PAGE]

In Witness Whereof, the parties have caused this Contract to be executed on their behalf by their fully authorized representatives.

WASTE MANAGEMENT OF CALIFORNIA, INC.

Signature: _____

Title: _____

Date: _____

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Signature: _____

Title: _____

Date: _____