

AMENDMENT 1 TO CONTRACT NO. 003235

BELVEDERE GARBAGE DISPOSAL DISTRICT CONTRACT

THIS AMENDMENT, made and entered into this 28th day of April, 2021, by and between the County of Los Angeles Board of Supervisors, acting in their capacity as the governing body of the Belvedere Garbage Disposal District of County of Los Angeles, political subdivision of the State of California (hereinafter referred to as COUNTY) and CONSOLIDATED DISPOSAL SERVICE, a Limited Liability Company, dba Republic Services registered in the State of Delaware (hereinafter referred to as CONTRACTOR).

WITNESSETH

WHEREAS, on April 15, 2014, the COUNTY awarded CONTRACT No. 003235 (hereinafter, CONTRACT) to CONTRACTOR. CONTRACTOR to provide services consisting of weekly, fully automated, separate collection in carts, processing, disposal of refuse, comingle recyclable materials, and green waste generated by single-family and multifamily residences, businesses, commercial establishments, and industrial establishments (hereinafter, CONTRACTOR Service) in the Belvedere Garbage Disposal District, commencing on July 1, 2014, for an aggregate potential term of 10 years; and

WHEREAS, on April 15, 2014, the Board delegated authority to the Director of Public Works or his designee, to, among other things, execute the CONTRACT with CONTRACTOR, renew the CONTRACT for each additional renewal option; to approve and execute amendments to incorporate necessary changes within the CONTRACTOR Services and specifications; and

WHEREAS, on May 19, 2020, the Board delegated authority to the Director of Public Works or his designee to execute amendments to the CONTRACT to address various market and legislative changes affecting the solid waste collection industry, including but not limited to: (1) increasing the monthly rate per refuse unit for CONTRACTOR Services up to 30 percent; (2) authorizing the County to direct the CONTRACTOR to take solid waste to one of the facilities specified by the County for the purposes of increasing diversion; and

WHEREAS, the term Commencement Date means the date collection services were first provided, July 1, 2014. Additionally, the following terms are used interchangeably: FRANCHISEE with CONTRACTOR, AGREEMENT with CONTRACT, Customer Service Charge with Customer Service Fee, and County Service Charge with County Service Fees; and

WHEREAS, the COUNTY desires to enhance refuse collection in the Belvedere Garbage Disposal District; and

NOW, THEREFORE, in consideration of these facts, the COUNTY and the CONTRACTOR agree that Contract No. 003235 between them shall be amended as follows:

FIRST: The COUNTY and CONTRACTOR agree that effective January 1, 2021, the Monthly Rate per refuse unit will be \$17.57.

SECOND: Section 1, Scope of Work (Task 1), Section C, Work Description. Item 1, General, is amended to add Sub Item g. Flow Control as follows:

g. Flow Control

Director reserves the right to direct Solid Waste to a specific site or facility. COUNTY will compensate CONTRACTOR for any direct costs, if any, such as increased tipping fees and transportation costs, which CONTRACTOR incurs as a result of the delivery of materials to a COUNTY-designated Solid Waste Facility instead of to the Solid Waste Facility previously identified by CONTRACTOR. CONTRACTOR must submit verifiable evidence demonstrating increased costs.

If CONTRACTOR had been using a CONTRACTOR owned facility before being redirected to a different facility, Director will not compensate CONTRACTOR for any lost profits incurred by the CONTRACTOR as a result of being redirected to a different facility. In addition, Director will not compensate CONTRACTOR for any losses incurred to the extent that it had any general obligations to provide a minimum tonnage to a facility (often referred to as, put or pay), but will compensate CONTRACTOR for additional out-of-pocket costs directly resulting from an obligation agreed to, specific to this contract. For example, if CONTRACTOR signed an agreement to bring 100,000 tons per month of Refuse to Landfill X, Director will not compensate the CONTRACTOR for redirecting waste under this contract to a different facility. But if CONTRACTOR had agreed to bring 1,000 tons of Refuse from this Service Area to Landfill X, Director will compensate CONTRACTOR for additional out-of-pocket costs that CONTRACTOR incurs as a direct result of being redirected to a different facility.

THIRD: This AMENDMENT will take effect upon execution by both parties.

FOURTH: Except as modified by this AMENDMENT, all other terms, conditions, requirements, and specifications of this CONTRACT shall remain in full force and effect.

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IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By   
for Director of Public Works

APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA  
Acting County Counsel

By   
Deputy

CONSOLIDATED DISPOSAL SERVICE,  
LLC, dba REPUBLIC SERVICES

By   
Its President Market Vice President

Dave Hauser  
Type or Print Name

By \_\_\_\_\_  
Its Secretary

\_\_\_\_\_  
Type or Print Name

# ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On March 25, 2021 before me, Judi Lowenthal, Notary Public,  
(Here insert name and title of the officer)

personally appeared DAVE HAUSER,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Judi Lowenthal  
Notary Public Signature

(Notary Public Seal)



### ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT  
AMENDMENTS 1 TO CONTRACT  
(Title or description of attached document)

\_\_\_\_\_  
(Title or description of attached document continued)

Number of Pages 3 Document Date \_\_\_\_\_

### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)  
 Corporate Officer  
 \_\_\_\_\_  
(Title)  
 Partner(s)  
 Attorney-in-Fact  
 Trustee(s)  
 Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

*This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.