

**AMENDMENT 5 TO CONTRACT NO. 003422**  
**EXCLUSIVE FRANCHISE AGREEMENT FOR THE UNINCORPORATED AREA OF**  
**SANTA MONICA MOUNTAINS**

THIS AMENDMENT 5, made and entered into this 4th day of March, 2026, by and between the County of Los Angeles, political subdivision of the State of California (hereinafter referred to as COUNTY) and G.I. INDUSTRIES dba WASTE MANAGEMENT, a Utah corporation, located at 800 Capitol Street, Suite 3000, Houston, TX 77002 (hereinafter referred to as CONTRACTOR) are each a Party and collectively referred to as the Parties.

**WITNESSETH**

WHEREAS, Contract No. 003422 ("Contract") was entered into between the COUNTY and the CONTRACTOR on March 29, 2018, to provide services consisting of weekly, fully automated, separate collection in carts, processing, disposal of refuse, comingled recyclable materials, and green waste generated by single-family residences and multifamily properties under 5 units in the unincorporated area of Santa Monica Mountains, commencing on April 1, 2018, for a period of 7 years with two 2-year renewal options, and month-to-month extensions up to 6 months; and

WHEREAS, the Board delegated authority to the Director of Public Works to 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, the Contract is currently in its first year of the first 2-year renewal options.

WHEREAS, on January 6, 2021, the COUNTY and the CONTRACTOR executed Amendment No. 1 to this Contract, providing a new monthly rate per Customer of \$45.67 for Task 1 services effective January 1, 2021; and

WHEREAS, on June 15, 2021, the COUNTY and CONTRACTOR executed Amendment No. 2 to this Contract, providing a new monthly rate per Customer of \$50.67 for Task 1 services effective July 1, 2021, changing language in various sections in this Contract, and adding a provision that allows the COUNTY to require CONTRACTOR to provide organic waste collection services pursuant to the requirements of SB 1383; and

WHEREAS, on February 8, 2022, the COUNTY AND CONTRACTOR executed Amendment No. 3 to this Contract, increasing its service area to include the unincorporated areas of Chatsworth/West Hills effective March 1, 2022; and

WHEREAS, on July 21, 2022, the COUNTY and CONTRACTOR executed Amendment No. 4 to this CONTRACT, providing a new monthly rate for Task 1 Services, which includes organic waste collection services with an implementation start date of August 1, 2022, along with other contract changes necessary to comply with Senate Bill 1383 requirements; and

WHEREAS, the COUNTY desires to include provisions in the Contract that will allow CONTRACTOR to replace standard 95-gallon Carts for Refuse with 95-gallon bear-resistant Carts upon Customer's request; and

NOW, THEREFORE, in consideration of these facts, the COUNTY and the CONTRACTOR agree that the Contract shall be amended as follows:

FIRST: Add H. Bear-Resistant Carts to Exhibit 3A3 on page 42 as follows:

**H. Bear Resistant Refuse Carts**

CONTRACTOR shall replace standard 96-gallon Carts for Refuse with 96-gallon Bear Resistant Carts, within 7 days of Customer request, and shall charge Customer \$13.81 per month, in addition to the customer monthly rate for basic services, subject to a rate adjustment as specified in Exhibit 7. CONTRACTOR shall also charge a one-time swap fee of \$20 per customer.

These Bear Resistant Carts must be consistent with Senate Bill 1383 Requirements for Refuse Carts and must be designed to resist access by bears and be certified by a recognized agency, such as the Interagency Grizzly Bear Committee. CONTRACTOR is to provide the same weekly Collection services as required in Section B3 of Exhibit 3A1.

CONTRACTOR retains ownership of the Carts and is responsible for maintaining or replacing Carts including lost or damaged Carts.

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

THIRD: DIRECTOR shall have the final word in clarifying any reference discrepancies, such as when AMENDMENT refers to the incorrect part, section, or item in the agreement; and

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

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 *Yeeha En Shan*  
Director of Public Works

APPROVED AS TO FORM:

DAWYN R. HARRISON  
County Counsel

By *Talin Halabi*  
Talin Halabi  
Senior Deputy County Counsel

G.I. INDUSTRIES  
dba WASTE MANAGEMENT

By *[Signature]*  
Its President

Michael S. Hammer  
Type or Print Name

By *[Signature]*  
Its ~~Secretary~~ Assistant Secretary

Vladimir Beytelman  
Type or Print Name

## 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 Los Angeles )

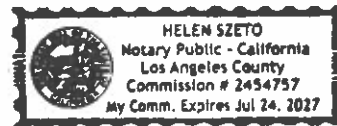
On February 12, 2026 before me, Helen Szeto, Notary Public  
(insert name and title of the officer)

personally appeared Michael S. Hammer  
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.

Signature  (Seal)



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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 Los Angeles )

On February 12, 2026 before me, Helen Szeto, Notary Public  
(insert name and title of the officer)

personally appeared Vladimir Beytelman,  
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.

Signature  (Seal)

