

AMENDMENT 2 TO CONTRACT NO. 003225

EXCLUSIVE FRANCHISE AGREEMENT FOR THE AREAS OF
LA CRESCENTA/MONTROSE

THIS AMENDMENT, made and entered into this 29th day of December, 2020, by and between the County of Los Angeles political subdivision of the State of California (hereinafter referred to as COUNTY) and BURRTEC WASTE INDUSTRIES, INC., a California corporation (hereinafter referred to as FRANCHISEE).

WITNESSETH

WHEREAS, on December 17, 2013, the County awarded CONTRACT No. 003225 (hereinafter, CONTRACT) to FRANCHISEE. FRANCHISEE 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 residences and duplexes (hereinafter, Residential Franchise Service) in the unincorporated areas of La Crescenta/Montrose, commencing on April 1, 2014, for a period of seven years with three 1-year renewal options; and

WHEREAS, on December 17, 2013, the Board delegated authority to the Director of Public Works or his designee, to, among other things, execute the CONTRACT with FRANCHISEE, renew the CONTRACT for each additional renewal option, and approve and execute amendments to incorporate necessary changes within the Residential Franchise 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 increasing the Monthly Rate per Customer for Task 1 Customer Services up to 30 percent; and

WHEREAS, the term Commencement Date means the date collection services were first provided, April 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 unincorporated areas of La Crescenta/Montrose; and

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

FIRST: Item B.12, ADDITIONAL FRANCHISE COMMITMENTS, v. Bear Resistant Refuse Carts is amended to be replaced with the following:

v. **Bear Resistant Refuse Carts**

CONTRACTOR will replace standard 95-gallon Carts for Refuse with 95-gallon bear resistant Carts from its inventory to residential Customers upon request without additional cost to Customer, within 7 days of customer request. Upon Execution of this AGREEMENT, CONTRACTOR is to not charge a fee to Customers and may reduce the Franchise Fee payment by \$9 per month for each Cart that Customers are using until such time the rented Carts are replaced, as specified below.

CONTRACTOR shall immediately order 200 gravity unlocking, bear resistant 95-gallon Refuse Carts without hot stamping of the CONTRACTOR'S information (no logo). Cart colors shall be consistent with Senate Bill 1383 requirements, CCR Title 14, Section 18984.1. Upon receipt, CONTRACTOR shall replace previously provided bear resistant Carts, store remaining Carts at its facility, maintain records of Cart locations, and may reduce the Franchise Fee payment by the cost of the 200 Carts. Upon reduction of the Franchise Fee, Cart ownership shall be transferred to COUNTY. CONTRACTOR is not allowed to charge a fee to Customers for the use of these Carts.

CONTRACTOR shall notify Director when the inventory of Carts drops below 50, and again at 10. Before the supply of Carts is exhausted, CONTRACTOR shall order additional Carts in the quantity negotiated with Director and be subject to similar terms of this provision of this AMENDMENT.

Upon Termination of this CONTRACT, CONTRACTOR shall transfer all bear resistant 95-gallon Carts in its inventory, purchased under this AMENDMENT provision, to the next contractor of this Service Area. The next contractor shall be responsible for transporting Carts from CONTRACTOR'S facility to their own storage facility.

SECOND: The COUNTY and CONTRACTOR agree that effective January 1, 2021, the Monthly Rate per Customer for Task 1 Customer Services will be \$25.33.

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.

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 
Director of Public Works

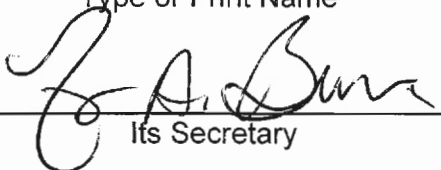
APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA
Acting County Counsel

By *Talin Halabi*
Deputy


BURRTEC WASTE INDUSTRIES, INC.
By _____
Its President

Cole Burr
Type or Print Name

By 
Its Secretary

Tracy A. Burr
Type or Print Name

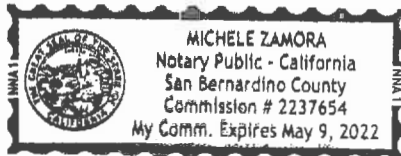
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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 SAN BERNARDINO }

On **December 21, 2020** before me, **Michele Zamora**, Notary Public
personally appeared Cole Burr and Tracy Burr

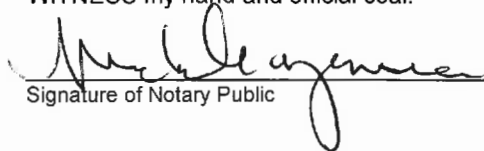
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~/are subscribed to the within instrument and acknowledged to me that ~~he~~/she/they executed the same in ~~his~~/her/their authorized capacity(ies), and that by ~~his~~/her/their signature(s) on the instrument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



Place Notary Seal Above

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 of Notary Public

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document:

Title or Type of Document:

Document Date: Number of Pages:

Signer(s) Other Than Named Above: