

AMENDMENT 1 TO CONTRACT NO. 003429

EXCLUSIVE RESIDENTIAL FRANCHISE AGREEMENT FOR THE AREA OF
SANTA CLARITA VALLEY

THIS AMENDMENT, made and entered into this 25th day of August, 2020, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and Burrtec Waste Industries, Inc., a California corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

WHEREAS, CONTRACT No. 003429 was entered into between the COUNTY and the CONTRACTOR, on October 29, 2018, to provide Exclusive Residential Franchise Services For The Area Of Santa Clarita Valley for a period of 7 years with two 2-year renewal options commencing on November 1, 2018; and

WHEREAS, the COUNTY has exercised the initial seven year term; and

WHEREAS, the current term of the Contract is set to expire on October 31, 2025, with two additional 2-year renewal options; and

WHEREAS, the COUNTY, in accordance with the motion adopted by the Board of Supervisors on June 9, 2020, and due to the current fiscal crisis caused by the COVID-19 epidemic, has requested, and the CONTRACTOR has agreed to offer a voluntary price reduction for the goods and services provided to the COUNTY without any reduction in the quantities or qualities of the goods and services provided to the County; and

WHEREAS, the COUNTY and CONTRACTOR desire to implement a cost reduction of all rates specified in Form PW-4.3.3 (Task 2 Service Fees) through the end of the 2020-21 fiscal year, ending on June 30, 2021; and

WHEREAS, the CONTRACTOR is willing to continue to provide the service, under the Contract's existing terms and conditions, at the reduced rates outlined in this AMENDMENT with no new additional contract terms or extensions; and

NOW, THEREFORE, in consideration of these facts and payment to be made by the COUNTY, the COUNTY and the CONTRACTOR agree that Contract No. 003429 between them shall be amended as follows:

FIRST: CONTRACTOR shall provide the COUNTY with a 5 percent cost reduction up to the first \$20,000 in services of all rates specified in Form PW-4.3.3 (Task 2 Service Fees) and/or all submitted invoices without any reduction in the quantities or qualities of the goods and services provided to the COUNTY commencing on execution by both parties and shall remain reduced until June 30, 2021.

SECOND: Except as modified by this AMENDMENT, all other terms, conditions, requirements, and specifications of this CONTRACT shall remain in full force and effect, including but not limited to Labor Law Compliance, and CONTRACTOR shall continue to comply with all applicable provisions of the Labor Code of the State of California as well as all other applicable Federal, State, and local laws related to labor including compliance with prevailing wage laws, minimum wage, and Living Wage.

THIRD: This Amendment constitutes the entire agreement between the COUNTY and the CONTRACTOR with respect to the subject matter of this Amendment and supersedes all prior and contemporaneous agreements and understandings. This AMENDMENT may be signed by the parties hereto in separate counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic signatures. Electronic signatures include facsimile or email electronic signatures. Each executed counterpart shall be deemed an original. All counterparts, taken together, constitute the executed Amendment.

The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, used in connection with the execution of this Amendment and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this Amendment had been delivered had been signed using a handwritten signature. Contractor and County (i) agree that an electronic signature, whether digital or encrypted, of a party to this Amendment is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intend to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this Amendment based on the foregoing forms of signature. If this Amendment has been executed by electronic signature, all parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 ("E-SIGN") and California Uniform Electronic Transactions Act ("UETA")(Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, e-mail or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

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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:

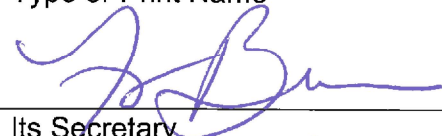
MARY C. WICKHAM
County Counsel

By Talin Halabi
Deputy

BURRTEC WASTE INDUSTRIES, INC.

By 
Its President

Cole Burr
Type or Print Name

By 
Its Secretary

TRACY BURR
Type or Print Name

VOLUNTARY PRICE REDUCTION RESPONSE

CONTRACTOR NAME: Burrtec Waste Industries, Inc.

CONTRACT NUMBER: 3429 Santa Clarita Valley, Task 2

**CONTACT NAME,
PHONE NUMBER, AND
EMAIL:** Richard Nino, 909-429-4200, rnino@burrtec.com

Please Check One:

YES, we offer to the County of Los Angeles a percentage cost reduction for the above-referenced contract the upcoming fiscal year, from July 1, 2020 through June 30, 2021. The proposed cost reduction shall be applied to the fee schedule and/or all our submitted invoices to Public Works during that fiscal year, and shall be as follows:

5 % Up to the first \$20,000 in services

Any cost reduction proposed is subject to review and approval by Public Works and will be memorialized through a Contract Amendment. Should Public Works wish to accept or negotiate Contractor proposed cost reduction, you will be contacted. Please note that except for Contract reduced cost, all other terms, conditions, requirements, and specifications of this Contract shall remain in full force and effect, including but not limited to Labor Law Compliance, and the Contractor shall continue to comply with all applicable provisions of the Labor Code of the State of California as well as all other applicable Federal, State, and local laws related to labor including but not limited to compliance with prevailing wage laws, minimum wage and Living Wage.

NO, we do not intend to offer the County of Los Angeles a percentage contract cost reduction for the above-referenced contract.

Note: The undersigned is an authorized officer of the Contractor who has actual authority to bind the Contractor to each and every term, condition, and obligation contained in this letter and/or in the Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

Cole Burr		7/27/20
PRINT NAME	SIGNATURE	DATE
President	909-429-4200	cole@burrtec.com
TITLE	PHONE NO.	E-MAIL ADDRESS