

AMENDMENT 5 TO CONTRACT NO. 003429
EXCLUSIVE FRANCHISE AGREEMENT FOR THE UNINCORPORATED AREA OF
SANTA CLARITA VALLEY

THIS AMENDMENT 5, made and entered into this 22nd day of December, 2022, 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, located at 9890 Cherry Avenue, Fontana, California, 92335 (hereinafter referred to as "CONTRACTOR").

WITNESSETH

WHEREAS, Contract No. 003429 ("Contract") was entered into between the COUNTY and the CONTRACTOR on October 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 areas of Santa Clarita Valley (hereinafter referred to as "Service Area"), commencing on November 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 the fifth year of its initial 7-year term; and

WHEREAS, on August 25, 2020, the COUNTY and the CONTRACTOR executed Amendment No. 1 to the Contract, providing the COUNTY with a 5 percent cost reduction up to the first \$20,000 in services of all rates specified in Form PW-4.3.2 (Task 2 Service Fees) and/or all submitted invoices without any reduction in the goods and services to be provided to the COUNTY until June 30, 2021; and

WHEREAS, on December 29, 2020, the COUNTY and the CONTRACTOR executed Amendment No. 2 to this Contract, providing a new monthly rate per Customer of \$26.24 for Task 1 services effective January 1, 2021; and

WHEREAS, on June 15, 2021, the COUNTY and CONTRACTOR executed Amendment No. 3 to this Contract, providing a new monthly rate per Customer of \$28.20 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 July 21, 2022, the COUNTY and CONTRACTOR executed Amendment No. 4 to this Contract, providing a new monthly rate per Customer of \$34.82 for Task 1 services, which include organic waste collection service pursuant to the requirements of SB 1383, effective as early as January 1, 2023; and

WHEREAS, certain portions of the Service Area known as Tesoro Del Valle, were annexed into the City of Santa Clarita ("City") under Reorganization No. 2020-01 effective November 14, 2022 (hereinafter referred to as "Annexed Area").

WHEREAS, Section 1 A2 of the Contract provides that if the City of Santa Clarita annexes any portion of the Service Area, the COUNTY and CONTRACTOR will replace the maps of the Service Area in Item A1.3 of Exhibit 16 of the Contract with new maps that reflect deletion of any annexed areas.

WHEREAS, the COUNTY desires to modify the boundary lines of the Santa Clarita Residential Franchise Area to exclude the Annexed Area from the Contract effective January 1, 2023; and

WHEREAS, the CONTRACTOR is exercising its continuation rights in accordance with Public Resources Code Section 49520-49521 to continue to provide solid waste collection services in the Annexed Area pursuant; and

WHEREAS, CONTRACTOR and the City have executed a separate agreement, which agreement the City is administering and enforcing, for the collection of solid waste within the Annexed Area; and,

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

FIRST: The Contract is hereby amended to exclude the area of Tesoro Del Valle, as shown in the enclosed map from the Service Area (Attachment 2), which replaces the maps on pages 356-362 of the Contract and is enclosed as Attachment 1; and

SECOND: the CONTRACTOR will begin remitting franchise fees collected from affected residents to the City of Santa Clarita beginning January 1, 2023; and

THIRD: This AMENDMENT 5 will take effect on January 1, 2023 ("Effective Date"); and

FOURTH: Except as modified by this AMENDMENT 5, all other terms, conditions, requirements, and specifications of the Contract shall remain in full force and effect; and

FIFTH: CONTRACTOR acknowledges that after the Effective Date, with respect to the Annexed Area only, it will no longer be in contractual privity with County and will, instead, be in contractual privity with the City, and County has discharged its obligations and duties to CONTRACTOR with respect to the Annexed Area with the exception of any debts owed to the CONTRACTOR as a result of non-payment by Customers during Emergency, pursuant to Section 11, Item B. 5.a. of the Contract (Adjustment of Franchise Fees – a. Debt Incurred During Emergency).

SIXTH: CONTRACTOR will not raise any objection to County deleting the Annexed Area from the Contract; and

SEVENTH: CONTRACTOR further represents and warrants to the County as follows:

- (a) As of the Effective Date, neither CONTRACTOR nor, to the best of its knowledge, the County, are in default in the performance of their respective obligations under the Contract as it relates to the Annexed Area; and
- (b) As of the Effective Date, neither CONTRACTOR nor, to the best of its knowledge, the County, have or have filed any claims, actions, or complaints against each other in connection with the Contract as it relates to the Annexed Areas; and,
- (c) CONTRACTOR has the all requisite right, power, legal capacity and authority to enter into and carry out agreements made under this consent.

EIGHTH: County reserves all rights, remedies, and benefits under the Contract, with respect to the Annexed Area, to demand that CONTRACTOR pay indemnities, franchise fees or liquidated damages for any liabilities related to events occurring prior to the Effective Date for the Annexed Area, and to maintain records, and submit reports, and further include CONTRACTOR'S correlative obligations and duties to do those acts.

NINTH: County acknowledges that the Franchise Fee adjustments resulting from unpaid Customer bills during the County declared emergency have not been implemented and that those outstanding adjustments prior to the effective date of Amendment 5 will be incorporated into the agreed upon Franchise Fee adjustments for this Agreement.

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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:

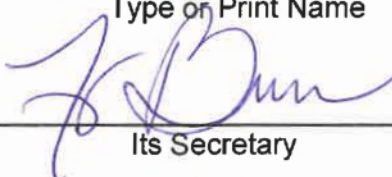
DAWYN R. HARRISON
Interim County Counsel

By 
Deputy

Talin Halabi
Type or Print Name

BURRTEC WASTE INDUSTRIES, INC.
By 
Its President

Cole Burr
Type or Print Name

By 
Its Secretary

Tracy Burr
Type or Print Name

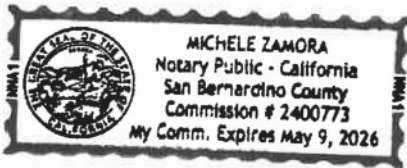
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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 20, 2022** 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.



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.

Michele Zamora

Signature of Notary Public

Place Notary Seal Above

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:

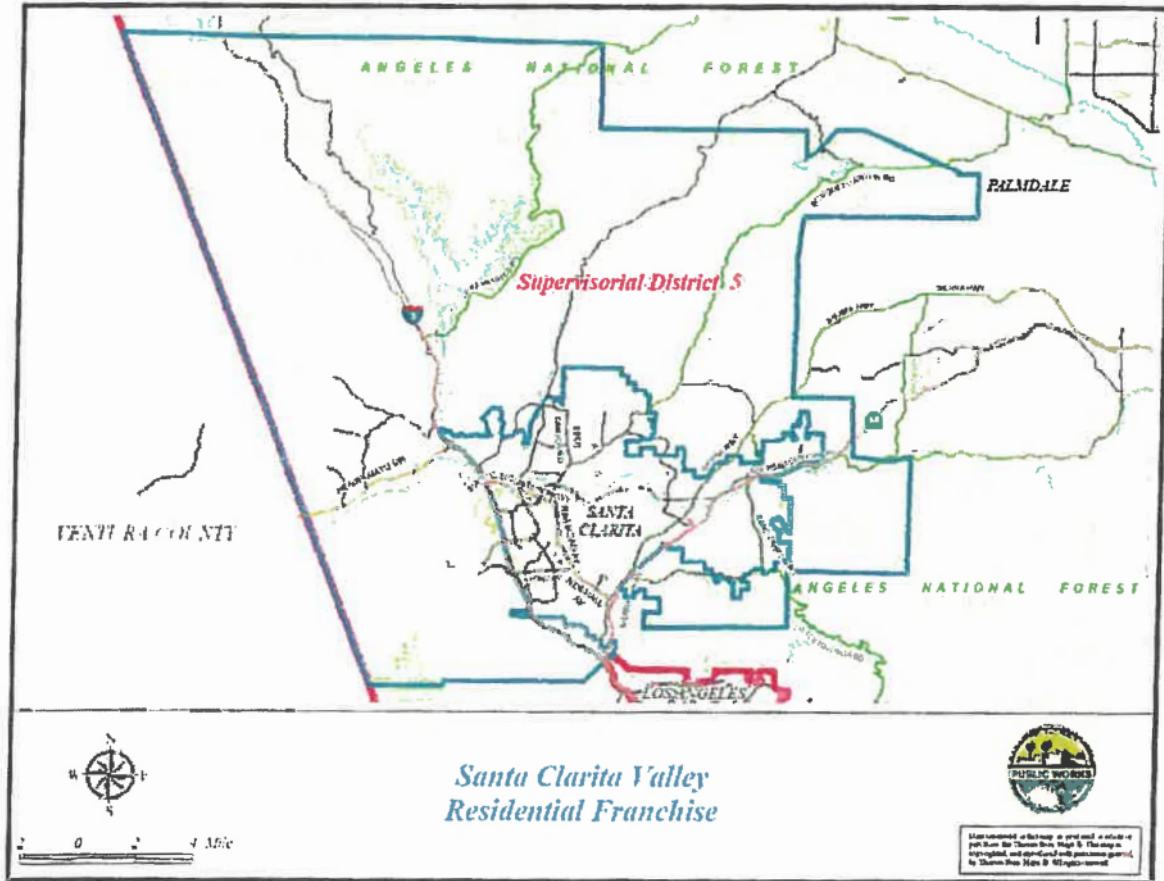
Signer(s) Other Than Named Above:

Attachment 1

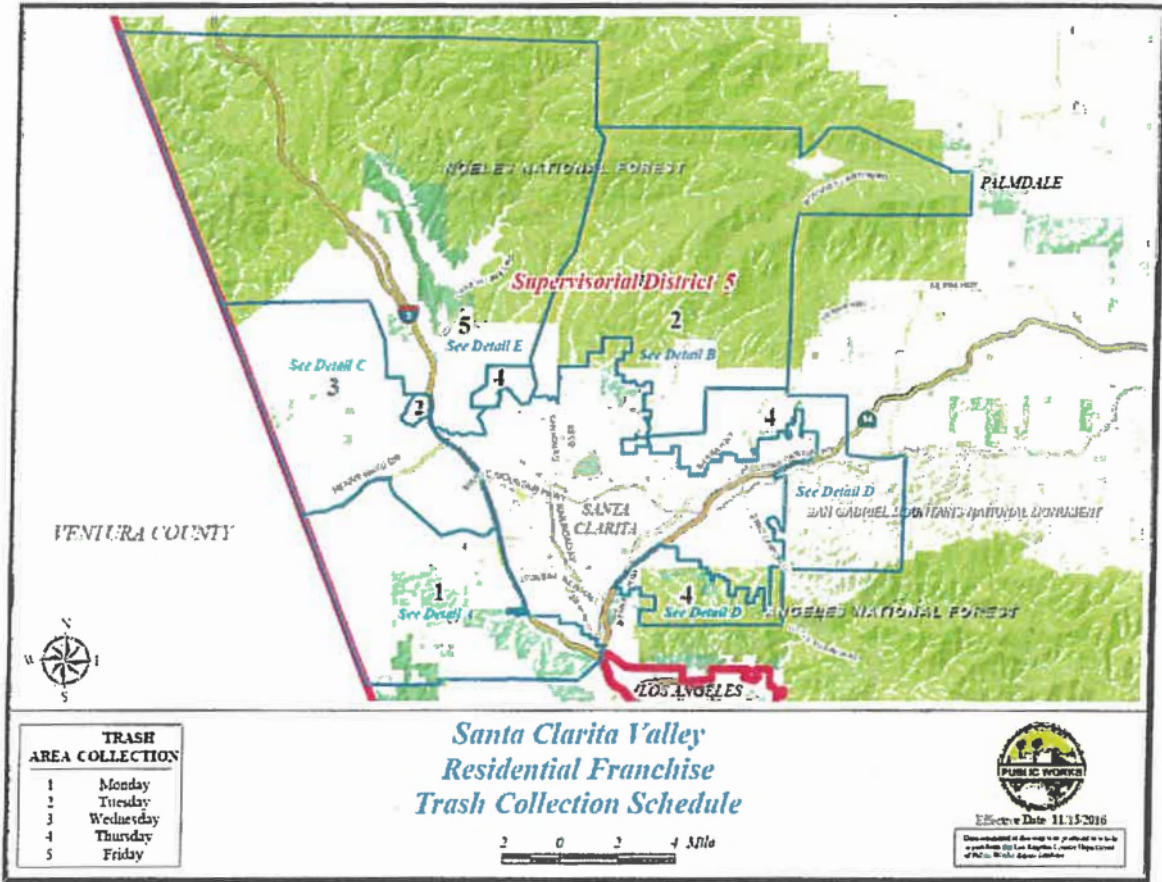
Item 16.A.1.3 – Service Area and Collection Schedule

Santa Clarita Valley

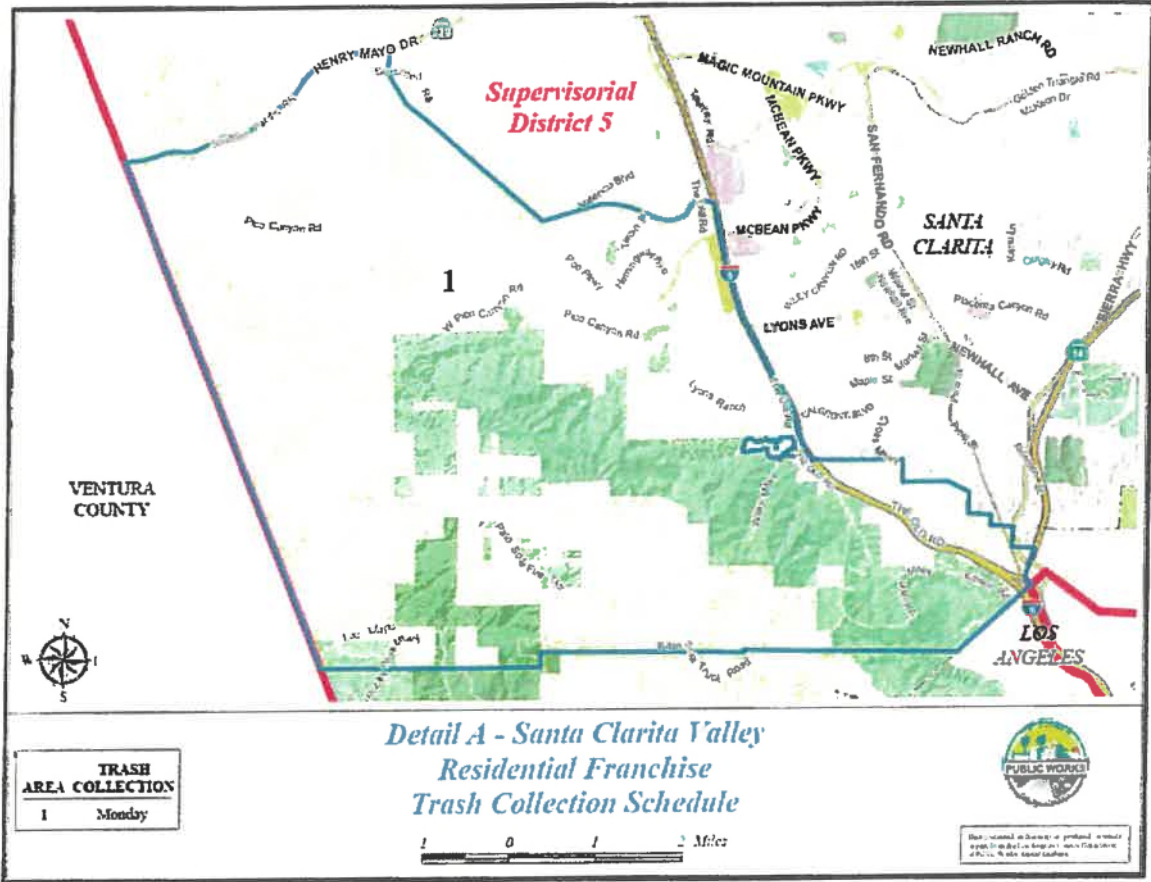
Service Area



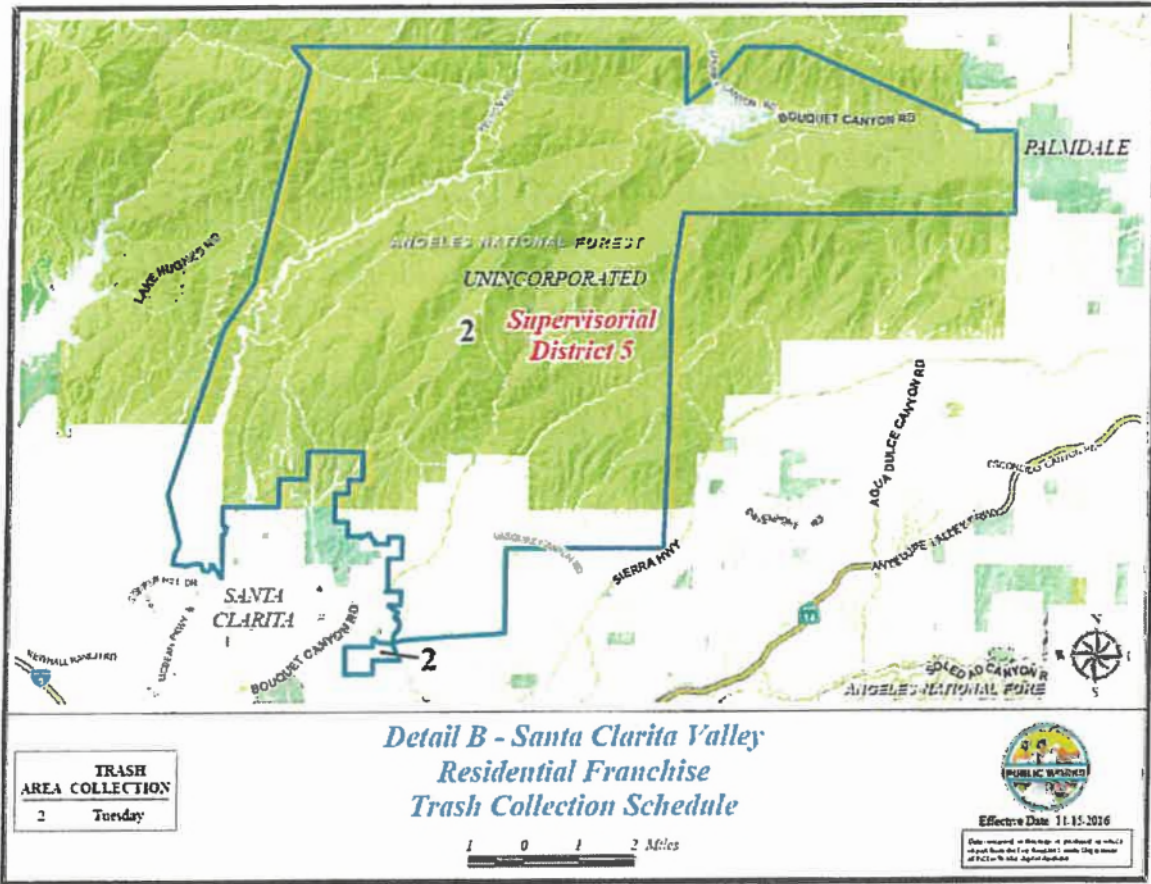
Collection Schedule



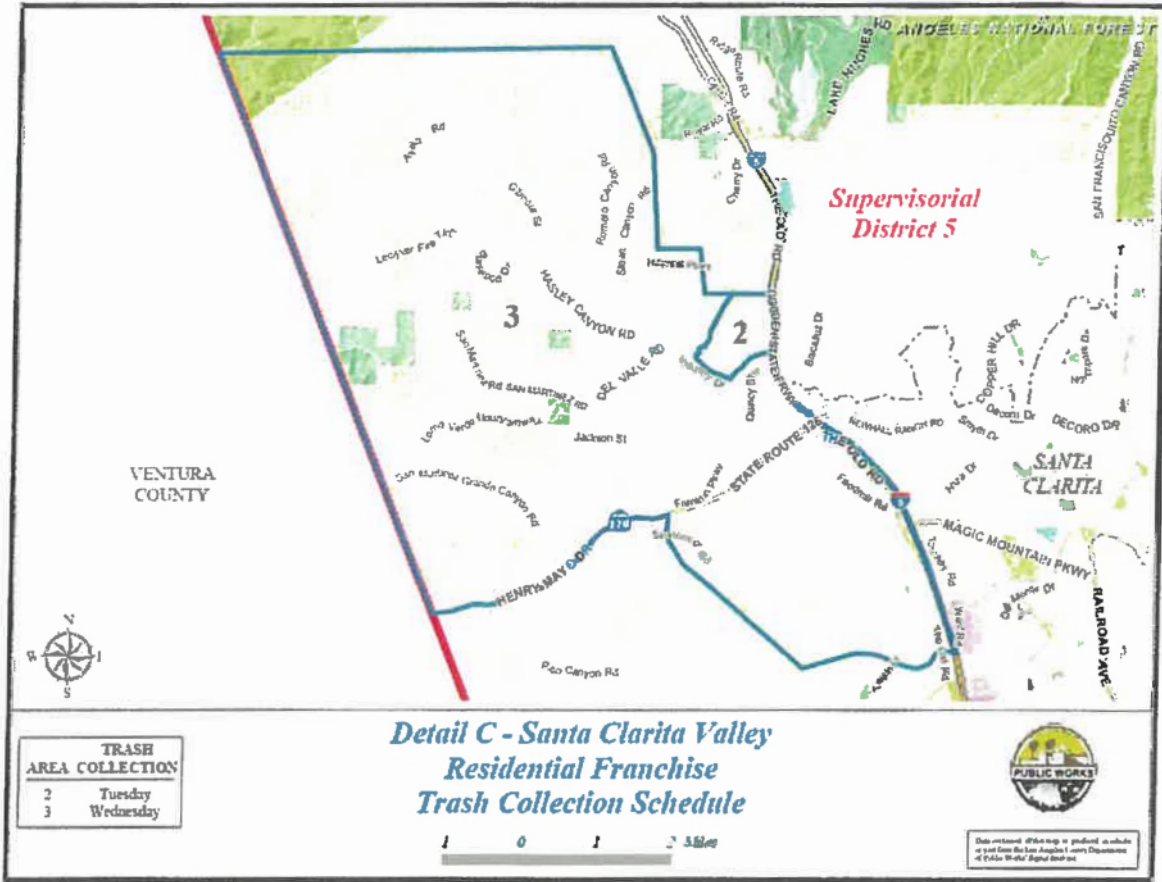
Collection Schedule – Detail A



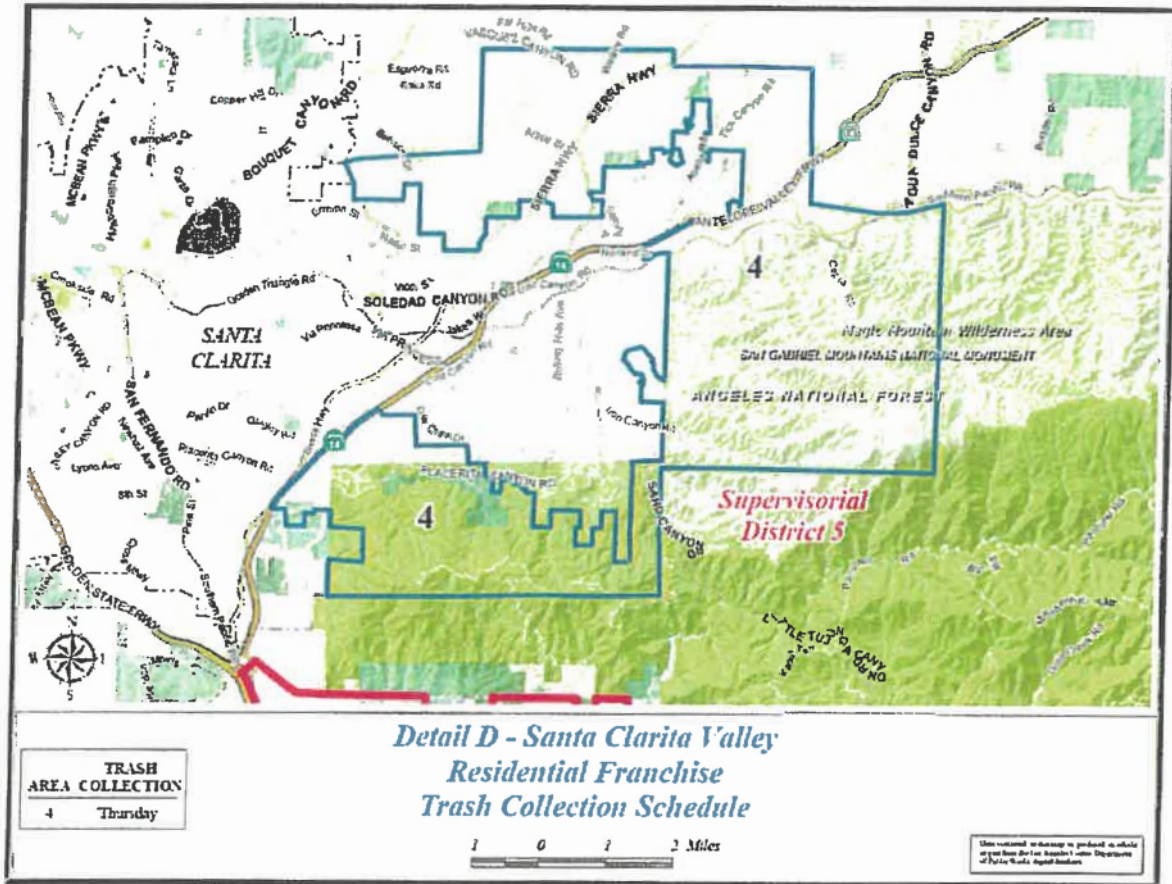
Collection Schedule – Detail B



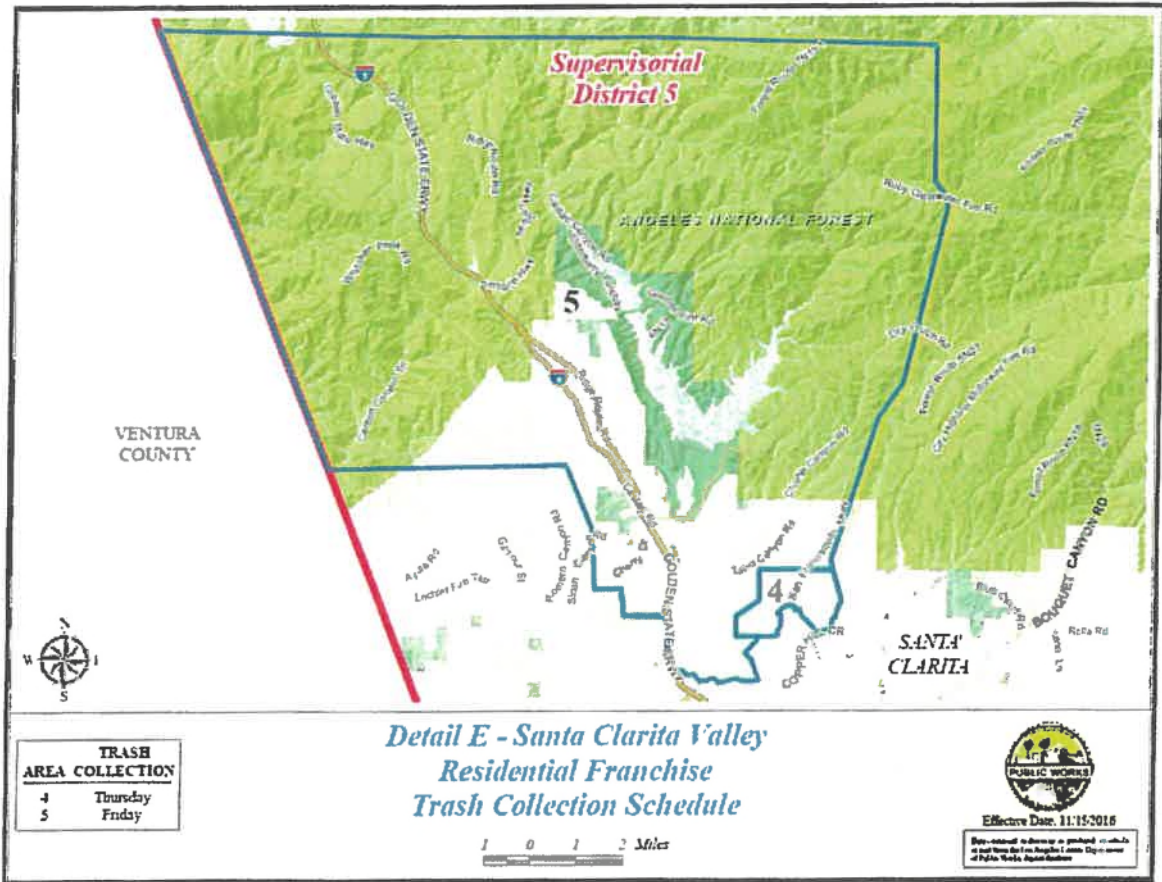
Collection Schedule – Detail C



Collection Schedule – Detail D



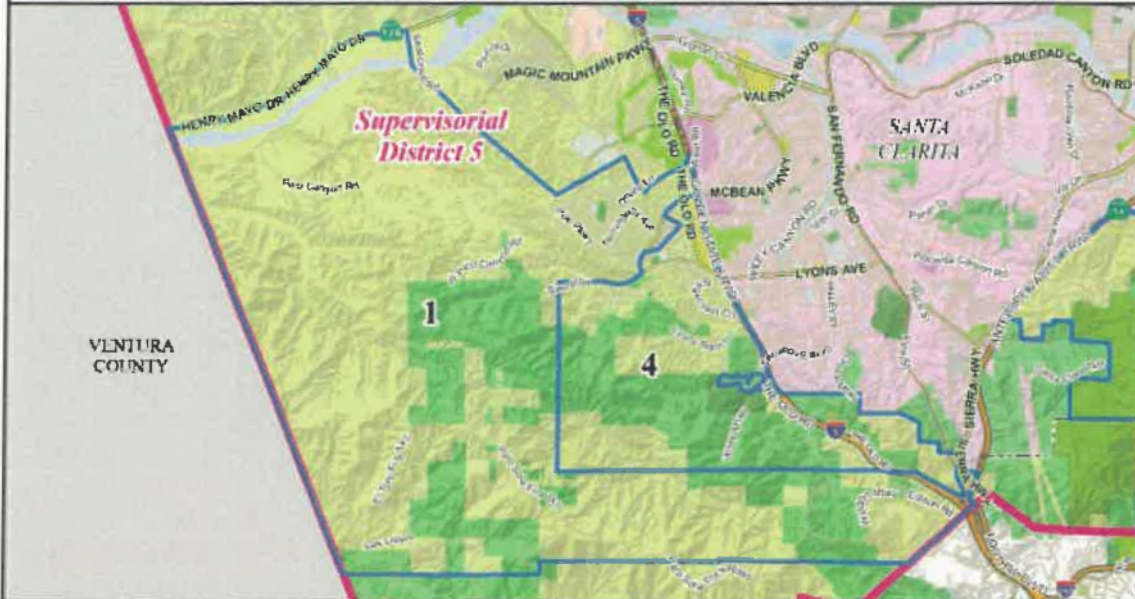
Collection Schedule – Detail E



Attachment 2



Detail A - Santa Clarita Valley Residential Franchise Trash Collection Schedule



| TRASH AREA COLLECTION | |
|-----------------------|----------|
| 1 | Monday |
| 4 | Thursday |

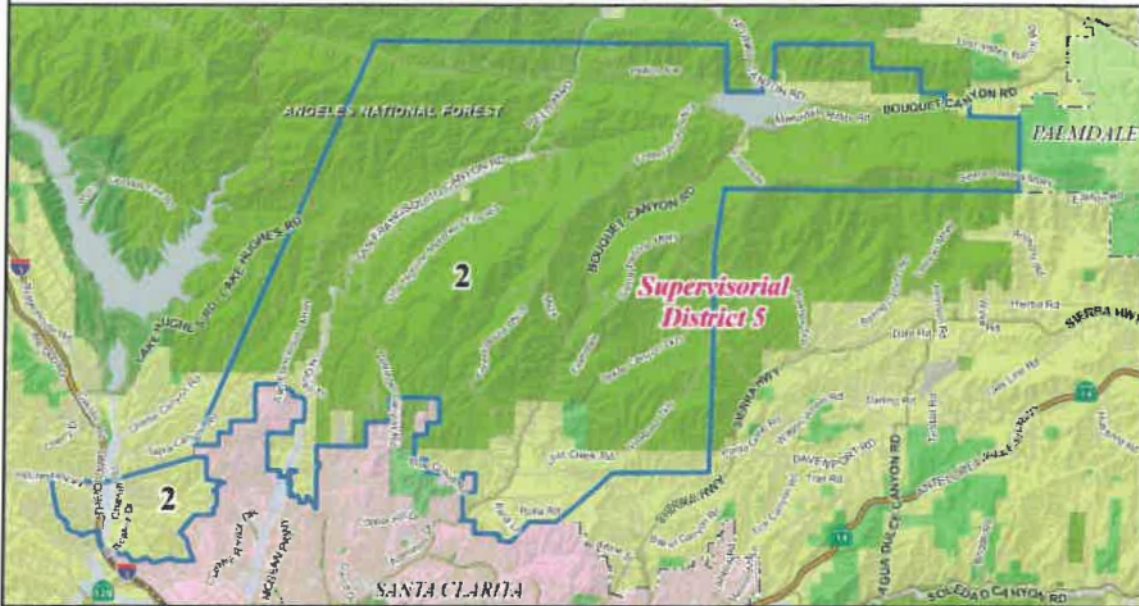
- Residential Franchise Area
- Supervisory District



Date: 11/11/2021
 GIS Data: OpenStreetMap & GIS Services Source: MCH&C
 Data Source: Geographic Data from 2020 Population. All rights reserved.
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Detail B - Santa Clarita Valley Residential Franchise Trash Collection Schedule



**TRASH
AREA COLLECTION**

2
Tuesdays

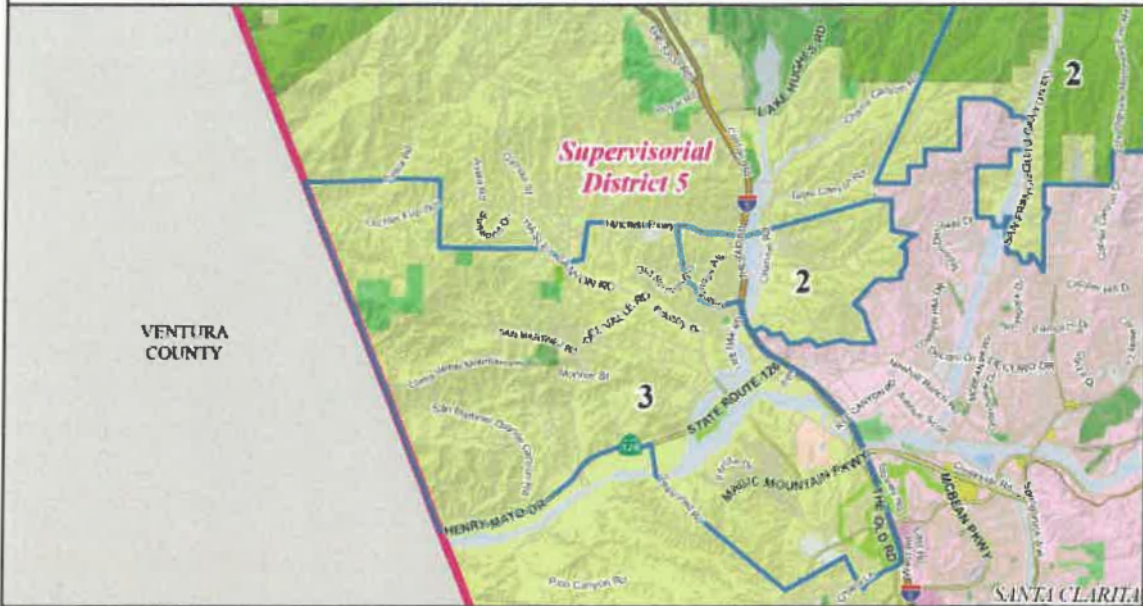
- Residential Franchise Area
- Supervisorial District



Date: 11-11-2025
 PW Division, Planning & GIS Services Section - P2209061
 Data Source: Esri/ArcGIS data from GIS Department. All rights reserved.
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Detail C - Santa Clarita Valley Residential Franchise Trash Collection Schedule



| TRASH AREA COLLECTION | |
|--------------------------|-----------|
| 2 | Tuesday |
| 3 | Wednesday |

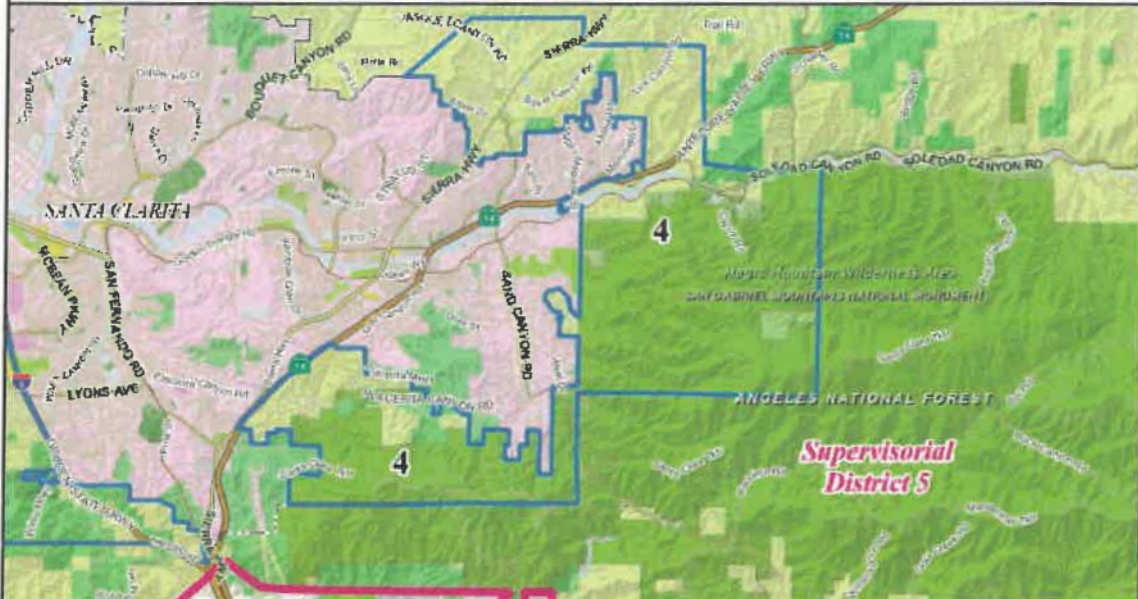
- Residential Franchise Area
- Supervisorial District



Date: 12-13-2022
 SWPPV Division Mapping & GIS Services Section (HCL/PM)
 Santa Clarita Valley Mapping & GIS Services Section (HCL/PM)
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Detail D - Santa Clarita Valley Residential Franchise Trash Collection Schedule



**TRASH
AREA COLLECTION**
4 Thursday

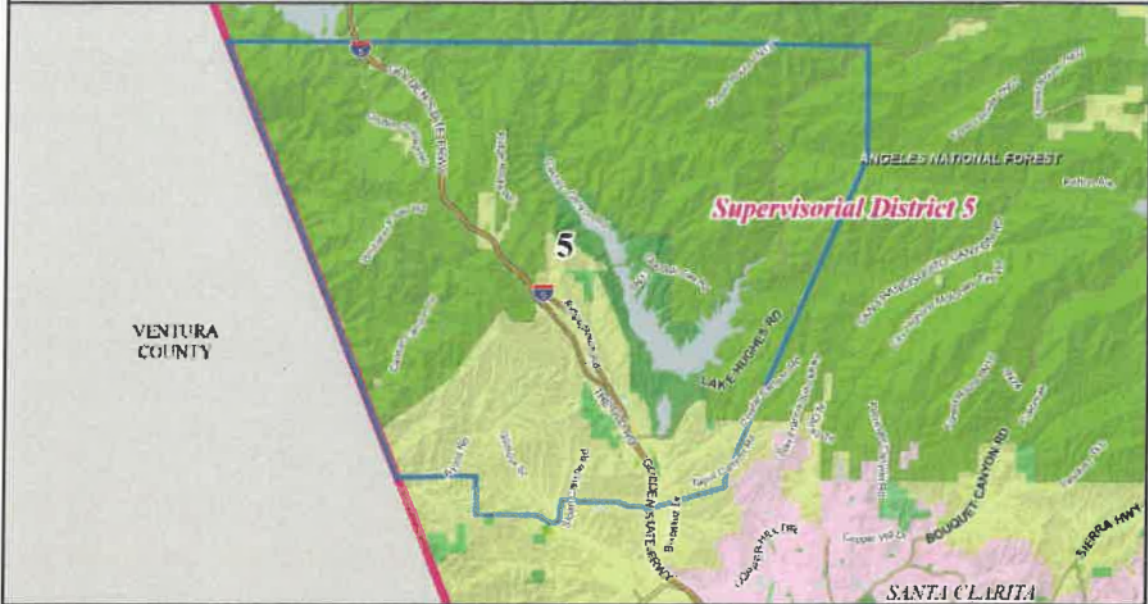
- Residential Franchise Area
- Supervisorial District



Date: 12-12-2019
Santa Clarita, California © GIS Services Section 11/15/2019
Data Source: Geographic Information Systems Department
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Detail E - Santa Clarita Valley Residential Franchise Trash Collection Schedule



**TRASH
AREA COLLECTION**
5 Friday

- Residential Franchise Area
- Supervisory District



Date: 12/15/2022
 Data Source: Geographic Data from GIS Services Section (GDS/MS)
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