AMENDMENT 2 TO CONTRACT NO. 003192 FOR PROVISION OF RESIDENTIAL AND COMMERCIAL SOLID WASTE COLLECTION SERVICES FOR THE AREA OF MESA HEIGHTS GARBAGE DISPOSAL DISTRICT (GDD)

THIS AMENDMENT 2, made and entered into this 3rd day of May , 2023, by and between the COUNTY OF LOS ANGELES, political subdivision of the State of California (hereinafter referred to as COUNTY) and UNIVERSAL WASTE SYSTEMS, INC., a California corporation, located at 9016 Norwalk Blvd., Santa Fe Springs, California, 90670 (hereinafter referred to as CONTRACTOR).

WITNESSETH

WHEREAS, on April 2, 2013, the Board of Supervisors (Board) awarded Contract No. 003192 (CONTRACT) to CONTRACTOR, to provide refuse, green waste, and recyclables collection services to residential and commercial properties in the unincorporated area of Mesa Heights GDD for a period of seven years with three 1-year renewal options to be exercised in the sole discretion of the County, commencing on July 1, 2013, for an aggregate potential term of 10 years; and

WHEREAS, the Board delegated authority to the Director of Public Works or his designee to renew the contract for each additional renewal; to approve and execute amendments to the CONTRACT to incorporate necessary changes within the scope of work; and

WHEREAS, this CONTRACT is currently in the third and final year of its three 1-year renewal options; 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 and Task 2 County Services by up to 30 percent; and

WHEREAS, on December 29, 2020, the COUNTY and the CONTRACTOR executed Amendment No. 1 to this CONTRACT, providing a new monthly rate per refuse unit of \$19.13 for Task 1 services effective January 1, 2021, amending the Scope of Work to add Sub Item g. Flow Control that provides the Director authority to direct CONTRACTOR to take Solid Waste to a specific site or facility; and

WHEREAS, the COUNTY desires to extend the contract on a month-to-month basis for up to six months, commencing on July 1, 2023, in order for the COUNTY to complete the solicitation process for a new contract for this service; and

WHEREAS, the CONTRACTOR is willing to continue to provide the service, under the CONTRACT's existing terms and conditions, during the period as extended under this Amendment; and

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

<u>FIRST</u>: The CONTRACT is hereby amended to provide that the CONTRACTOR shall provide continuous performance of the CONTRACT commencing July 1, 2023, on a month-to-month basis up to the maximum period of six months, unless the COUNTY provides written notice of nonrenewal at least ten days before the last day of any month.

SECOND: This AMENDMENT 2 will take effect upon execution by both parties.

<u>THIRD</u>: Except as modified by this Amendment 2, all other terms, conditions, requirements, and specifications of this CONTRACT shall remain in full force and effect.

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COUNTY OF LOS ANGELES

Ву

for Director of Public Works

APPROVED AS TO FORM:

DAWYN R. HARRISON County Counsel

By Talin Halabi

Deputy

UNIVERSAL WASTE, SYSTEMS, INC.

y They

Its President

Type or Print Name

By

Its Secretary

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.

WITNESS my hand and official seal.

State of California County of Kiverside)
on May 02,2023 before me, Stephanie Notter, Notary Public
on May 02,2023 before me, Stephanie Notary Public (insert name and title of the officer) personally appeared Mark S Black burn 4 Anne Blackburn 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.
certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

(Seal)

STEPHANIE NUTTER
Notary Public - California
Riverside County
Commission # 2434193
My Comm. Expires Feb 10, 2027