

AMENDMENT 2 TO CONTRACT NO. 003423
EXCLUSIVE FRANCHISE AGREEMENT FOR THE AREA OF
SOUTH WHITTIER

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 WARE DISPOSAL, INC., a California corporation (hereinafter referred to as FRANCHISEE).

WITNESSETH

WHEREAS, on January 30, 2018, the COUNTY awarded CONTRACT No. 003423 (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 area of South Whittier, commencing on April 1, 2018, for a period of seven years with two 2-year renewal options; and

WHEREAS, on January 30, 2018, 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: (1) increasing the Monthly Rate per Customer for Task 1 Customer Services up to 30 percent; (2) authorizing the County to direct the FRANCHISEE to take solid waste to one of the facilities specified by the County for the purposes of increasing diversion; and

WHEREAS, the term Commencement Date means the date collection services were first provided, April 1, 2018. 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 area of South Whittier; and

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

FIRST: The COUNTY and CONTRACTOR agree that effective January 1, 2021, the Monthly Rate per Customer for Task 1 Customer Services will be \$28.01.

SECOND: Exhibit 3A1, Item F, is amended to delete the following paragraph:

Director reserves the right to direct Solid Waste to a specific site or facility upon CONTRACT with CONTRACTOR. COUNTY will compensate CONTRACTOR for any direct costs, if any, such as increased tipping fees and transportation costs which CONTRACTOR incurs following delivery of materials to a COUNTY-designated Solid Waste Facility instead of to a CONTRACTOR-selected Solid Waste Facility.

THIRD: Exhibit 3A, Item Q, the following service has been added:

Q. Flow Control

Director reserves the right to direct Solid Waste to a specific site or facility. COUNTY will compensate CONTRACTOR for any direct costs, if any, such as increased tipping fees and transportation costs, which CONTRACTOR incurs as a result of the delivery of materials to a COUNTY-designated Solid Waste Facility instead of to the Solid Waste Facility previously identified by CONTRACTOR. CONTRACTOR must submit verifiable evidence demonstrating increased costs.

If CONTRACTOR had been using a CONTRACTOR owned facility before being redirected to a different facility, Director will not compensate CONTRACTOR for any lost profits incurred by the CONTRACTOR as a result of being redirected to a different facility. In addition, Director will not compensate CONTRACTOR for any losses incurred to the extent that it had any general obligations to provide a minimum tonnage to a facility (often referred to as, put or pay), but will compensate CONTRACTOR for additional out-of-pocket costs directly resulting from an obligation agreed to, specific to this contract. For example, if CONTRACTOR signed an agreement to bring 100,000 tons per month of Refuse to Landfill X, Director will not compensate the CONTRACTOR for redirecting waste under this contract to a different facility. But if CONTRACTOR had agreed to bring 1,000 tons of Refuse from this Service Area to Landfill X, Director will compensate CONTRACTOR for additional out-of-pocket costs that CONTRACTOR incurs as a direct result of being redirected to a different facility.

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

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

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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 
Director of Public Works

APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA
Acting County Counsel

By 
Deputy

WARE DISPOSAL, INC.

By 
Its President

Judith Helaine Ware
Type or Print Name

By 
Its Secretary

Ben Marlon Ware
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.

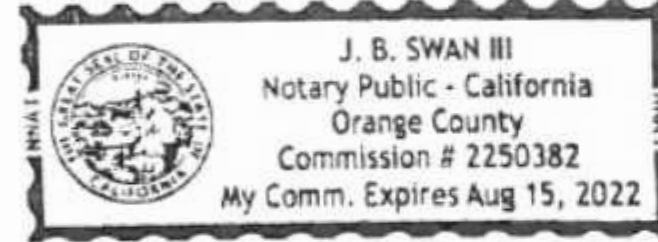
State of California
County of ORANGE

On DEC. 17 2020 before me, J.B. Swan III, Notary Public
(insert name and title of the officer)

personally appeared BEN MARLOW WARE & JUSTY HELAINE WARE
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 [Handwritten Signature] (Seal)