

**AMENDMENT 3 TO CONTRACT NO. 003422**  
**EXCLUSIVE FRANCHISE AGREEMENT FOR THE UNINCORPORATED AREA OF**  
**SANTA MONICA MOUNTAINS**

THIS AMENDMENT 3, made and entered into this 28th day of February, 2022, by and between the County of Los Angeles political subdivision of the State of California (hereinafter referred to as COUNTY) and G.I. INDUSTRIES dba WASTE MANAGEMENT, a Utah corporation, located at 800 Capitol Street, Suite 3000, Houston, Texas 77002 (hereinafter referred to as Contractor).

**WITNESSETH**

WHEREAS, Contract No. 003422 ("Contract") was entered into between the COUNTY and the Contractor on March 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 area of Santa Monica Mountains, commencing on April 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 franchisee services and specifications; and

WHEREAS, the Contract is currently in the fourth year of its initial 7-year term; and

WHEREAS, on January 6, 2021, the COUNTY and the Contractor executed Amendment No. 1 to this Contract, providing a new monthly rate per Customer of \$45.67 for Task 1 services effective January 1, 2021, deleting Item F of Exhibit 3A1, and adding item Q on Flow Control to Exhibit 3A1 that provides the Director authority to direct Contractor to take Solid Waste to a specific site or facility; and

WHEREAS, on June 15, 2021, the COUNTY and Contractor executed Amendment No. 2 to this Contract, providing a new monthly rate per Customer of \$50.67 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 February 8, 2022, the Board delegated authority to the Director to execute a sole source amendment to the Contract to increase its service area to include the unincorporated areas of Chatsworth/West Hills, subject to the terms and Conditions set forth in the Contract.

WHEREAS, all the Contract's existing terms and conditions remain in effect; 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 increase its service area to include the unincorporated areas of Chatsworth/West Hills, as shown in the enclosed map; and

SECOND: The Contractor will provide services to the affected residents of the unincorporated areas of Chatsworth/West Hills pursuant to the Contract, beginning March 1, 2022, subject to the terms and conditions set forth in the Contract; and

THIRD: The Contractor will charge each resident in the unincorporated areas of Chatsworth/West Hills the same customer monthly rate for basic service that it charges residents in the Santa Monica Mountains Residential Franchise Area, which is currently \$50.67 per month, subject to annual rate adjustments pursuant to the Contract; and

FOURTH: The Contractor will offer an Easy-to-Service Discount to eligible residents of the unincorporated areas of Chatsworth/West Hills at the rate of 20% of the current customer monthly rate for basic service, subject to annual rate adjustments pursuant to the Contract; and

FIFTH: Item C of Exhibit 3A3 is deleted in its entirety and replaced with the following:

C. Annual Curbside Cleanup Events Services (Item H2 of Exhibit 3A1)

In some portions of this Service Area, collecting unlimited amounts of Bulky Items, excess Refuse and excess Green Waste with large Collection Vehicles may be unsafe on the narrow, mountain roads. For the area south of the 101 Freeway and the residential development along Mountain View Drive north of the 101 Freeway, CONTRACTOR shall submit an alternative plan that may include either or both the following methods:

1. Roll-Off Bins

CONTRACTOR shall place bins at locations that will be temporarily available to Occupants for disposal of Bulky Items or excess waste. CONTRACTOR shall site locations that are conveniently located and safe to its Occupants and submit a list of these locations for Director's approval.

2. Increased Bulky Item and Excess Waste Collection (Item H3 of Exhibit 3A1 and above in Section B of this Exhibit 3A3.2)

For all areas not described above, the requirements of conducting Annual Cleanup Events in item H2 of Exhibit 3A1 applies.

SIXTH: Part 12, Item G Contractor Independence has been added to this Contract on page 179, as shown:

#### G. Contractor Independence

A Contractor, including its subsidiary or Subcontractor, is prohibited from submitting a bid or proposal in a County solicitation if the Contractor has provided advice or consultation for the solicitation. A Contractor, including its subsidiary or Subcontractor, is also prohibited from submitting a bid or proposal in a County solicitation if the Contractor, including its subsidiary or Subcontractor, has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision shall result in the disqualification of the Contractor, including its subsidiary or Subcontractor, from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision shall survive the expiration or other termination of this Agreement.

SEVENTH: This AMENDMENT 3 will take effect upon execution by both parties.

EIGHTH: Except as modified by this AMENDMENT 3, all other terms, conditions, requirements, and specifications of this Contract shall remain in full force and effect.

[illegible]

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

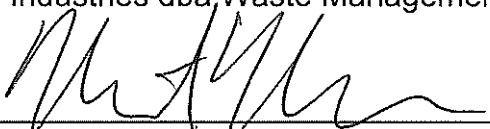
APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA  
County Counsel

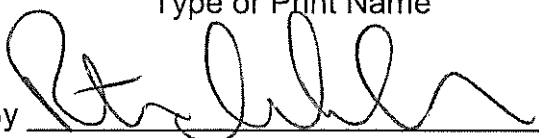
By   
Deputy

Talin Halabi  
Type or Print Name

G.I. Industries dba Waste Management

By   
Its President

Michael S. Hammer  
Type or Print Name

By   
Its Vice President and Assistant Secretary

Peter J. Demolder  
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 Los Angeles

On February 22, 2022 before me, A. Ann Jones, Notary Public  
(insert name and title of the officer)

personally appeared Michael S. Hammer and Peter J. Demolder  
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 *A. Ann Jones* (Seal)

