

**AMENDMENT ONE TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
REPUBLIC SERVICES OF SAN MATEO COUNTY**

THIS AMENDMENT ONE TO THE AGREEMENT, entered into this 1st day of August 2023, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and BFI WASTE SYSTEM OF NORTH AMERICA, LLCM DBA REPUBLIC SERVICES OF SAN MATEO COUNTY, hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, the parties entered into an Agreement for operating the Pescadero Transfer Station dated August 18, 2018, No. 076251, between the County of San Mateo and BFI Waste Systems of North America, LLC, dba Republic Service of San Mateo County; and

WHEREAS, the parties wish to amend the Agreement to extend the contract for an additional mutually agreed upon term not to exceed one (1) year and modify the terms and rates.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

County Agreement Section 4. Term (page 1.)

4. Term is amended to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from August 18th, 2018, through August 30, 2023, amended for the additional term of not to exceed 12 months ending on August 30, 2024.

County Agreement Section 17. Notices (page 8.)

17. Notices of the agreement is amended to read as follows:

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or

deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: Carolyn Bloede, Director, Office of Sustainability
Address: 455 County Center, 4th Floor, Redwood City, CA 94063
Telephone: (650) 400-0098
Email: cbloede@smcgov.org

In the case of Contractor, to:

Name/Title: Travis Armstrong, General Manager
Address: 1680 Edgeworth Avenue, Daly City, CA 94015
Telephone: (650) 756-1130
Email: tarmstrong2@republicservices.com

Exhibit A, Section **A. Scope of Contract**, Item 2. (page 11.)

A. Scope of Contract, Item 2 is amended to read as follows:

2. Subject to the possibility of a reduction to one (1) day per week as set forth in section II.A.3, the Contractor shall staff the premises with personnel three (3) days a week unless the County determines a reduction in service is necessary. This Contract amendment will allow one (1) additional day of service up to (4) days per week as set forth in section II.A.3, if a fourth (4) day is added, it has been determined the additional day would be used for on-site maintenance activities. The additional day will not require the site to be open to the public. This amendment will continue to allow the County to determine if a reduction in service is necessary in the future.

Exhibit A, Section **JJ. Duration of Contract/Terms**, Item 1, a., (page 22.)

JJ. Duration of Contract/Terms, Item 1,a. is amended to read as follows:

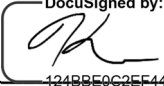
1. Duration of Contract
 - a. The term of this original agreement is for sixty (60) months beginning on August 18, 2018 and ending on August 30, 2023. The parties agree to extend this contract for a period not to exceed one year (12 months). Subject to compliance with all terms and conditions, the term of this Agreement term shall be from August 18th, 2018, through August 30, 2024.

Exhibit B is replaced with Amended Exhibit B as follows:

Amended Exhibit B			
Service	Unit	3/Day Wk Operation Rate to County (per Unit Cost) Pricing for: September 1, 2022, through August 30, 2023	3/Day Wk Operation Rate to County for public collection days (per Unit Cost) Pricing for September 1, 2023, to August 30, 2024
Fixed Operating Costs: (This includes: equipment (bins, forklifts or compactors, operator, operator sorting, computers, phone, insurance, state fees, operating permits, licenses and bins).	Per Year	\$180,301.38	\$185,530.12
Service	Unit		1/Day Wk Operation Rate to County for Maintenance, site closed to public (per Unit Cost) September 1, 2023, to August 30, 2024
Fixed Operating Costs for Maintenance of Site. Facility is closed to public for Maintenance activities, Maintenance Includes: mowing, weed trimming, pothole filing, on-site drainage cleared of weeds, fence repair (if due to operator's vehicles) Gate House Housekeeping, removal of litter on site and adjacent to site, illegal dumping pick-up near site.	Per Year	N/A	\$2,000 per month, \$24,000 per year

In witness of and in agreement with this Amendment One and Original Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: BFI Waste Systems of North America, LLC, dba Republic Service of San Mateo County

<small>DocuSigned by:</small>  <small>12488E0C2EF4407...</small>	7/13/2023	Kevin Divincenzo
Contractor Signature	Date	Contractor Name (please print)

For County:

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board