

REVIEWED

LEGAL COUNSEL

For Recording Stamp Only

**DOCUMENT NO. 2021-732
AMENDING DESCHUTES COUNTY CONTRACT NO. 2011-648**

THAT CERTAIN AGREEMENT, Deschutes County Contract No. 2011-648 dated October 26, 2011, by and between DESCHUTES COUNTY, a political subdivision of the State of Oregon ("County") and ALLIED WASTE TRANSFER SERVICES OF OREGON, LLC dba REPUBLIC SERVICES OF OREGON ("Contractor"), is amended, effective upon signing of all parties, as set forth below. Except as provided herein, all other provisions of the contract remain the same and in full force.

County's performance hereunder is conditioned upon Contractor's compliance with provisions of ORS 279B.220, 279B.225, 279B.230, and 279B.235, which are hereby incorporated by reference. In addition Standard Contract Provisions contained in Deschutes County Code Section 2.37.150 are hereby incorporated by reference. Contractor certifies that the representations, warranties and certifications contained in the original Contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

The above listed contract is amended as follows:

Effective Date and Termination Date. County and Contractor acknowledge and agree that the terms and conditions of County Contract Amendments 2015-532 and 2019-651 (both amending County Contract No. 2011-648) have remained in effect since June 30, 2020. This Amendment shall be effective upon signing of all parties.

The effective date of this contract shall be July 31, 2015 or the date, on which each party has signed this Contract, whichever is later. Unless extended or terminated earlier in accordance with its terms, this Contract shall terminate when County accepts Contractor's complete performance or on ~~July 31, 2020~~ **October 31, 2022**, whichever date occurs last. By mutual agreement prior to termination, this Contract may be extended ~~for three additional years to July 21, 2023 annually~~. Contract termination shall not extinguish or prejudice County's right to enforce this Contract with respect to any default by Contractor that has not been cured.

Exhibit 1. Statement of Work, compensation terms and schedule

4. Consideration

- a. County shall pay Contractor on a fee-for-service basis at the maximum rate of ~~\$12,889.70~~ **\$13,340.84** per month for the months of ~~August 2019 through June of 2020~~ November 2021 through October 2022.
- b. County shall pay Contractor a not to exceed sum of ~~\$139,595.82~~ **\$160,090.08** for the timeframe stipulated in a. of this paragraph.

CONTRACTOR: Allied Waste Transfer Services of Oregon, LLC
dba Republic Services of Oregon


Authorized Signature

Dated this 16 of November, 2021.

COUNTY:

Dated this _____ of _____, 2021

BOARD OF COUNTY COMMISSIONERS

Anthony DeBone, Chair

Phil Chang, Vice Chair

ATTEST:

Recording Secretary

Patti Adair, Commissioner