

TENTH AMENDMENT TO AGREEMENT FOR TRANSFER SERVICES

Agua Mansa MRF, LLC

This Tenth Amendment to Agreement for Transfer Services ("Tenth Amendment"), is made and entered into this ____ day of _____, 20____, by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City") and AGUA MANSA MRF, LLC, a California Limited Liability Company, 9890 Cherry, Fontana, California ("Contractor"), with respect to the following facts:

RECITALS

WHEREAS, City and Contractor's predecessor in interest, Burrtec Waste Industries, Inc., ("Burrtec") entered into that certain Agreement for Transfer Services dated January 8, 1997, ("Agreement") wherein Burrtec agreed to construct and operate a waste transfer station ("Station") and accept all waste for disposal collected by City and City's contracted haulers; and

WHEREAS, on August 26, 1997, City and Burrtec entered into that certain First Amendment to Agreement for Transfer Services ("First Amendment") wherein City consented to the transfer of ownership and management of the Agreement to Contractor; and

WHEREAS, on July 11, 2002, City and Contractor entered into that certain Second Amendment to Agreement for Transfer Services ("Second Amendment") wherein the Agreement was amended to expand the scope of services to include the processing of residential recyclable materials; and

WHEREAS, on October 21, 2003, City and Contractor entered into that certain Third Amendment to Agreement for Transfer Services ("Third Amendment") wherein the Agreement was amended to expand the scope of services to include the processing and disposal of residential greenwaste materials; and

WHEREAS, on December 1, 2004, City and Contractor entered into that certain Fourth Amendment to Agreement for Transfer Services ("Fourth Amendment") wherein the Agreement was amended to expand the scope of services to include the facilitation of a free disposal day on the third Saturday of each month for City residents; and

WHEREAS, on May 18, 2009, City and Contractor entered into that certain Fifth Amendment to Agreement for Transfer Services ("Fifth Amendment") wherein the month

utilized to calculate the annual CPI adjustment was changed from April to December, consistent with other City waste related agreements; and

WHEREAS, on July 1, 2009, City and Contractor entered into that certain Sixth Amendment to Agreement for Transfer Services (“Sixth Amendment”) to further amend the Agreement to 1) provide for the use of a land application process as an alternative to landfill disposal of Greenwaste and 2) to make the material available to the public for pick-up free of charge; and

WHEREAS, on November 29, 2012, the City and Contractor entered into that certain Seventh Amendment to Agreement for Transfer Services (“Seventh Amendment”) to allow the Contractor to request extraordinary cost adjustments, subject to City Council approval and adjust the costs provided for therein; and

WHEREAS, on January 7, 2019, the City and Contractor entered into that certain Eighth Amendment (“Eighth Amendment”) to Agreement to provide for a one-time extraordinary cost increase in accordance with the provisions of the Seventh Amendment to allow the Contractor to request extraordinary cost adjustments, subject to City Council approval and adjust the costs provided for therein; and

WHEREAS, on June 20, 2020, the City and Contractor entered into the Ninth Amendment to Agreement (“Ninth Amendment”) to provide for the acceptance and processing of organic recyclable material;

WHEREAS, the City and Contractor desire to amend the Agreement to further clarify the acceptance and processing of organic material and the charges therefor.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by this reference, City and Contractor agree as follows:

1. The Agreement is amended to add the following:
 - a. “Comingled Green Waste” is residential greenwaste and Food Waste that has been collected from residential Green Waste Carts with the Food Waste separately bagged and placed inside the Green Waste Cart.
 - b. Contractor shall accept for handling and processing all Comingled Green Waste delivered to the Station by City and/or the City’s Contracted Haulers. Such materials shall be handled in accordance with the diversion requirements of Assembly Bills 341 and 1826 and SB 1383.

2. Section 6 of the Agreement is amended to add a Comingled Green Waste processing fee, which shall be \$98.20 per ton of Comingled Green Waste. This fee may be adjusted in accordance with Section 6 providing for adjustments based on changes in the United States Department of Labor, Bureau of Labor Statistics Consumer Price Index or through a request for extraordinary adjustments as provided in Section 2 of the Seventh Amendment. This is including the handling and processing of Comingled Green Waste and is in lieu of any other fee which might have applied to the green waste or the food waste processed as Comingled Green Waste.

3. All terms and conditions of the Agreement and amendments thereto not inconsistent with this Tenth Amendment shall remain in full force and effect and are incorporated herein by this reference as if set forth in full.

[signatures on following page]


IN WITNESS WHEREOF, City and Company have caused this Tenth Amendment to Agreement for Transfer Services between Agua Mansa MRF, LLC be duly executed on the day and year first above written.

CITY OF RIVERSIDE, a California
charter city and municipal corporation

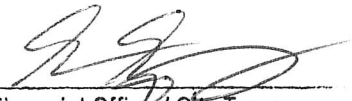
By: _____
City Manager

Attest: _____
City Clerk

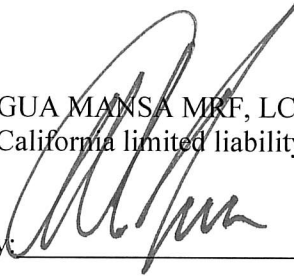
APPROVED AS TO FORM:

By:  _____
Ruthann M. Salera
Deputy City Attorney

CERTIFIED AS TO FUNDS AVAILABILITY

BY:  _____
Chief Financial Officer/ City Treasurer

AGUA MANSA MRF, LCC
a California limited liability company

By:  _____
Cole Burr, President
Name and Title

By: _____

Name and Title