

**FOURTH AMENDMENT
TO RESIDENTIAL SOLID WASTE AGREEMENT FOR
INTEGRATED SOLID WASTE MANAGEMENT SERVICES**

BURRTEC WASTE INDUSTRIES, INC.

THIS FOURTH AMENDMENT TO RESIDENTIAL SOLID WASTE AGREEMENT BETWEEN CITY OF RIVERSIDE AND BURRTEC WASTE INDUSTRIES, INC., FOR INTEGRATED SOLID WASTE MANAGEMENT SERVICES ("Fourth Amendment") is made and entered into this ____ day of _____, 2017, by and between the CITY OF RIVERSIDE, a charter city and municipal corporation ("City") and BURRTEC WASTE INDUSTRIES, INC., a California corporation ("Company").

RECITALS

WHEREAS, on May 11, 2001, City and Company entered into that certain Residential Solid Waste Agreement for Integrated Solid Waste Management Services ("Agreement"); and

WHEREAS, on April 13, 2004, City and Company entered into a First Amendment to Residential Solid Waste Agreement for Integrated Solid Waste Management Services ("First Amendment") to add an additional day to permit a re-route of its services; and

WHEREAS, on January 1, 2007, City and Company entered into a Second Amendment to Residential Solid Waste Agreement for Integrated Solid Waste Management Services ("Second Amendment") to enact Consumer Price Index adjustments, provide for the provision of a new low emission alternative fuel fleet, and modify certain operational provisions; and

WHEREAS, on November 8, 2016, City and Company entered into a Third Amendment to Residential Solid Waste Agreement for Integrated Solid Waste Management Services ("Third Amendment") to extend the term of the Agreement for one (1) year to December 31, 2017.

WHEREAS City has been satisfied with the performance of services of Company; and

WHEREAS, City and Company now desire to extend the term of the Agreement for one (1) year to December 31, 2018.

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

1. Pursuant to section 2.4.1 of the Second Amendment, the term of this Agreement is hereby extended to December 31, 2018. All other provisions of section 2.4.1 shall remain in effect.
2. All terms and conditions of the Agreement, First Amendment, Second Amendment and Third Amendment not inconsistent with this Fourth Amendment shall remain in full force and effect, and are incorporated herein by this reference as if set forth in full.

IN WITNESS WHEREOF, City and Company have caused this Fourth Amendment to Residential Solid Waste Agreement for Integrated Solid Waste Management Services to be duly executed on the day and year first written above.

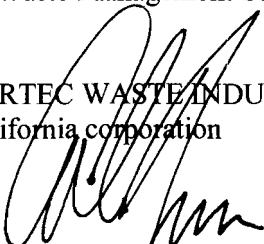
CITY OF RIVERSIDE, a California
charter city and municipal corporation


By: _____
City Manager

ATTEST:

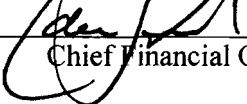
By: _____
City Clerk

BURRTEC WASTE INDUSTRIES, INC.,
a California corporation

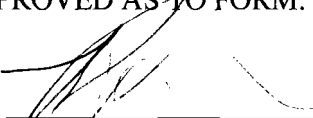
By: 
Name: Cole Burr
Its: President

By: 
Name: Tracy Burr
Its: Vice President/Secretary

Certified as to Availability of Funds:

By: 
Chief Financial Officer

APPROVED AS TO FORM:

By: 
Deputy City Attorney