

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

BURRTEC WASTE INDUSTRIES, INC.

THIS FIFTH AMENDMENT TO RESIDENTIAL SOLID WASTE AGREEMENT BETWEEN CITY OF RIVERSIDE AND BURRTEC WASTE INDUSTRIES, INC., FOR INTEGRATED SOLID WASTE MANAGEMENT SERVICES ("Fifth Amendment") is made and entered into this ____ day of _____, 2018, 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, on December 19, 2017, City and Company entered into a Fourth Amendment to Residential Solid Waste Agreement for Integrated Solid Waste Management Services ("Fourth Amendment") to extend the term of the Agreement for one (1) year to December 31, 2018.

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 Eighteen (18) months from January 1, 2019 to June 30, 2020.

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 June 30, 2020. All other provisions of section 2.4.1 shall remain in effect.

2. Section 5.4 of the Second Amendment is amended to provide that calculations for all rate adjustments made after the execution of this Fifth Amendment shall be based on the Consumer Price Index for All Urban Consumers for the Riverside-San Bernardino-Ontario Metropolitan Statistical Area.

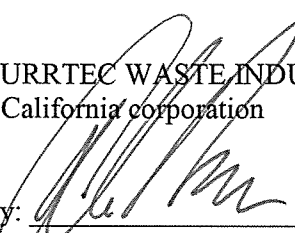
3. All terms and conditions of the Agreement, First Amendment, Second Amendment Third Amendment, and Fourth Amendment not inconsistent with this Fifth Amendment shall remain in full force and effect, and are incorporated herein by this reference as if set forth in full.

IN WITNESS WHEREOF, City and Company have caused this Fifth 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

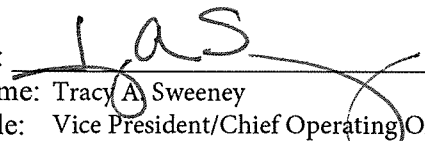
By: _____
City Manager

BURRTEC WASTE INDUSTRIES, INC.,
a California corporation

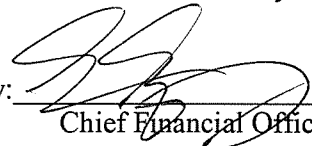
By:  _____
Name: Cole Burr
Title: President

ATTEST:


By: _____
City Clerk

By:  _____
Name: Tracy A. Sweeney
Title: Vice President/Chief Operating Officer

Certified as to Availability of Funds:

By:  _____
Chief Financial Officer

APPROVED AS TO FORM:

By:  _____
Ruthann M. Salera
Deputy City Attorney