

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

BURRTEC WASTE INDUSTRIES, INC.

THIS SIXTH AMENDMENT TO RESIDENTIAL SOLID WASTE AGREEMENT BETWEEN CITY OF RIVERSIDE AND BURRTEC WASTE INDUSTRIES, INC., FOR INTEGRATED SOLID WASTE MANAGEMENT SERVICES ("Sixth Amendment") is made and entered into this ____ day of _____, 20____, 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, on October 19, 2018, City and Company entered into a Fifth Amendment to Residential Solid Waste Agreement for Integrated Solid Waste Management Services ("Fifth Amendment") to extend the term of the Agreement for Eighteen (18) months from January 1, 2019 to June 30, 2020.

WHEREAS, City and Company now desire to extend the term of the Agreement for Two (2) years to June 30, 2022 with the option to extend it up to June 30, 2023.

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

1. Section 2.4, "Term of Collection Service," is hereby amended to extend the term of the Agreement through June 30, 2022.

2. Section 2.4.1, "Option to Extend Term," is hereby amended to read as follows:

City shall have the sole option to extend the Term of this Agreement for up to one additional year, up to June 30, 2023.

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

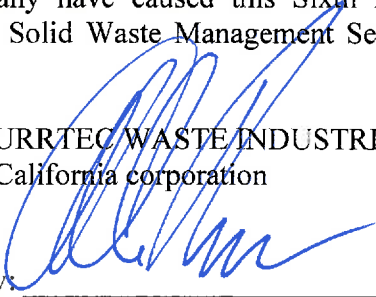
[Signatures on next page]

IN WITNESS WHEREOF, City and Company have caused this Sixth 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


BURRTEC WASTE INDUSTRIES, INC.,
a California corporation

By: _____
City Manager

By:  _____
Name: Cole Burr
Title: President

ATTEST:


By: _____
City Clerk

By:  _____
Name: Tracy A. Sweeten
Title: Vice President

Certified as to Availability of Funds:

By:  _____
Chief Financial Officer

APPROVED AS TO FORM:

By:  _____
Ruthann M. Salera
Deputy City Attorney