

NINTH AMENDMENT TO AGREEMENT FOR TRANSFER SERVICES

Agua Mansa MRF, LLC

This Ninth Amendment to Agreement for Transfer Services ("Ninth 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, the City and Contractor desire to amend the Agreement to provide for the acceptance and processing of organic recyclable material, as defined herein.

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. “Organic Recyclable Material” means materials that are required to be separated from solid waste and recyclable materials prior to disposal and returned for use or reuse in the form of raw materials for new, used or reconstituted products. Organic recyclable materials include, but are not limited to: yard trimmings and food scraps such as green trimmings, grass, weeds, leaves, prunings, branches, dead plants, brush, tree trimmings, dead trees, small wood pieces, other types of organic yard waste, vegetable waste, fruit waste, dairy waste, meat waste, fish waste, and paper contaminated with food scraps.

- b. "Food waste" includes solid, semisolid, and liquid food, such as, fruit, vegetables, cheese, meat, bones, poultry, seafood, bread, rice, pasta, and oils; coffee grounds and filters and tea bags; cut flowers and herbs; and any putrescible matter produced from human or animal food production, preparation, and consumption activities. Food waste includes food-soiled paper.
- c. City shall cause all Organic Recyclable Material, except for greenwaste, collected within the City limits to be delivered to the Station for handling by Contractor.
- d. Contractor shall accept for handling and processing all Organic Recyclable Materials 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 Food Waste processing fee, which shall be \$86.79 per ton of Organic Recyclable Material. 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.

3. Section 6 of the Agreement is amended add the following language:

"From the date of this Ninth Amendment through the remaining term of the Agreement, annual adjustments will be effective July 1. The adjustments will be made in accordance with the United States Department of Labor, Bureau of Labor Statistics Consumer Price Index for All Urban Consumers for the Riverside-San Bernardino-Ontario Standard Metropolitan Statistical Area ("Index") for the January preceding the adjustment."

4. The Agreement is hereby amended as follows:

- a. "Beginning July 1, 2020, but subject to changes in State regulations, through the remaining term of this Agreement, the fees for the processing of Residential Recyclable Materials shall be as follows:
 - i. City shall pay to Contractor a processing fee of \$61.40 per ton of Residential Recyclable Materials delivered to the Station

- ii. Contractor shall pay to City a recyclable materials rebate equal to thirty percent of the net scrap and CRV value, negative value charged at 100%
- iii. City shall pay to Contractor a residue disposal fee of \$52.81 per ton of residue delivered to the landfill.
- iv. These fees 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.

5. All terms and conditions of the Agreement and amendments thereto not inconsistent with this Ninth 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 Ninth 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

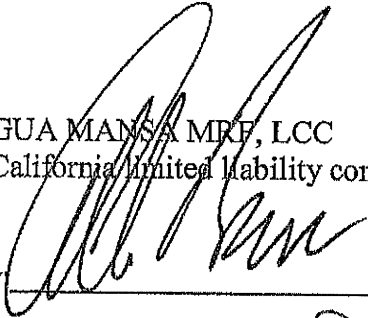
APPROVED AS TO FORM:


By:  _____
Ruthann M. Salera
Deputy City Attorney

CERTIFIED AS TO FUNDS AVAILABILITY:

BY:  _____
Chief Financial Officer/ City Treasurer

AGUA MANSÁ MRF, LCC
a California limited liability company

By:  _____
Cole Burr, President
Name and Title

By:  _____
Tracy A. Sweeney
Name and Title Vice President