

**AMENDMENT NO. 5 TO AGREEMENT BETWEEN THE CITY OF DUARTE
AND BURRTEC WASTE SERVICES LLC FOR MUNICIPAL SOLID WASTE,
RECYCLABLES, AND GREEN WASTE COLLECTION, TRANSPORTATION,
DISPOSAL, COMPOSTING, AND PROCESSING**

This Amendment No. 5 To The Agreement Between The City Of Duarte And Burrtec Waste Services, LLC For Municipal Solid Waste, Recyclables, And Green Waste Collection, Transportation, Disposal, Composting, And Processing ("Amendment No. 5") is made and entered into as of December 10, 2013 ("Effective Date"), by and between the **CITY OF DUARTE**, a municipal corporation ("City"), and **BURRTEC WASTE SERVICES, LLC**, a California limited liability company ("Contractor"). City and Contractor are sometimes referred to herein individually as a "Party" and collectively as the "Parties" in this Fifth Amendment.

RECITALS:

A. City and Contractor entered into that certain agreement titled "Agreement Between the City of Duarte and Burrtec Waste Service[sic] LLC for Municipal Solid Waste, Recyclables, and Green Waste Collection, Transportation, Disposal, Composting, and Processing dated on or about September 18, 1996, also referred to as "Agreement Between The City of Duarte And Burrtec Waste Services[sic] LLC For Solid Waste Collection, Processing and Disposal Services, September 18, 1996 (the "Original Agreement"), as amended by that certain Amendment No. 1 thereto dated on or about March 8, 2004 ("Amendment No. 1"), and by that certain Amendment No. 2 thereto dated on or about November 13, 2007, and by that certain Amendment No. 3 thereto dated on or about February 24, 2009 ("Amendment No. 3"), and by that certain Amendment No. 4 thereto dated on or about June 22, 2010 ("Amendment No. 4"). The Original Agreement as amended by Amendment No. 1, Amendment No. 2, Amendment No. 3, and Amendment No. 4 is hereinafter referred to collectively as the "Agreement."

B. City and Contractor wish to amend the Agreement to include such other terms and conditions set forth in this Amendment No. 5.

AMENDMENT:

NOW, THEREFORE, based on and in consideration of the foregoing Recitals, the mutual promises, herein, and for other good and valuable consideration, the receipt of which is acknowledged by both Parties, both Parties hereto agree as follows:

1. OWNERSHIP OF WASTE

A new Section 4.01(a)(5) shall be added to the Agreement to read as follows:

"(5) Ownership of Waste. Once MSW is placed in Burrtec containers for collection, ownership and the right to possession shall transfer directly from the Customers to Contractor by operation of this Agreement. Subject to the terms of this Agreement, Contractor is hereby granted the right to retain, recycle, process, dispose of, or use the MSW, or any part thereof, in any lawful fashion or for any lawful purpose, and retain any and all benefits therefrom."

2. OTHER TERMS AND CONDITIONS UNCHANGED

Except as expressly modified by this Amendment No. 5, all other terms and conditions of the Agreement shall remain unchanged. In the event of any conflict between the terms of this Amendment No. 5 and the terms of the Agreement, the terms and conditions in this Amendment No. 5 shall prevail and control.

3. COUNTERPARTS

This Amendment No. 5 may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together, and shall constitute one and the same instrument.

4. EFFECTIVE DATE

The Effective Date of this Amendment No. 5 shall be the latest of the dates set next to the signatures of the Parties, which latest date shall be inserted into the Preamble to this Amendment No. 5.

[end—signature page follows]

IN WITNESS WHEREOF, the Parties have executed and entered into this Amendment No. 5 as of the Effective Date.

“CITY”

CITY OF DUARTE

Date: 12/10/13

By: Elizabeth Nowak Reilly
Mayor Elizabeth Nowak Reilly

ATTEST:

Marla Akana
Marla Akana, City Clerk

APPROVED AS TO FORM:
Rutan & Tucker, LLP

Dan Slater
Dan Slater, City Attorney

“CONTRACTOR”

BURRTEC WASTE SERVICES, LLC

Date: 12/21/13

By: Tracy Sweeney
Printed Name: Tracy Sweeney

Its: Chief Operating Officer