

**AMENDMENT NO. 13 TO AGREEMENT BETWEEN
THE CITY OF DUARTE AND BURRTEC WASTE SERVICES, LLC**

This Amendment No. 13 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. 13”) is made and entered into as of JANUARY 1, 2022 (“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.”

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”), by that certain Amendment No. 2 thereto dated on or about November 13, 2007 (“Amendment No. 2”), by that certain Amendment No. 3 thereto dated on or about February 24, 2009 (“Amendment No. 3”), by that certain Amendment No. 4 thereto dated on or about June 22, 2010 (“Amendment No. 4”), and by that certain Amendment No. 5 thereto dated on or about December 10, 2013 (“Amendment No. 5”) and by that certain Amendment No. 6 dated on or about December 15, 2014 (“Amendment No. 6”) by that certain Amendment No. 7 dated on or about December 23, 2015 (“Amendment No. 7”) by that certain Amendment No. 8 dated on or about December 13, 2016 (“Amendment No. 8”) and by certain Amendment No. 9 dated on or about December 12, 2017 (“Amendment No. 9”), and by certain Amendment No. 10 dated on or about December 20, 2018 (“Amendment No. 10”) and by certain Amendment No. 11 dated on or about December 4, 2019, and by certain Amendment No. 12 dated on or about December 21, 2020. The Original Agreement as amended by Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, Amendment No. 5, Amendment No. 6, Amendment No. 7, Amendment No. 8, Amendment No. 9, Amendment No. 10, Amendment No. 11, and Amendment No. 12 is hereinafter referred to collectively as the “Agreement.”

B. City and Contractor desire to enter into this Amendment No. 13 to, among other things, amend, extend and restate the Term of the Agreement.

C. Except as otherwise set forth in this Amendment No. 13, the defined terms used herein shall have the same meanings as used in the Agreement.

AMENDMENT:

NOW, THEREFORE, in consideration of the foregoing Recitals and the covenants and promises hereinafter contained, and for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties hereto agree as follows:

1. **RECITALS INCORPORATED.** The foregoing Recitals are true and correct and are incorporated herein and made a part hereof.

2. **AMENDMENTS** The Agreement is amended as follows:

A. **Section 3.01 (Term) of the Agreement is hereby amended in its entirety to read as follows:**

3.01 Term. The Term of this Agreement shall expire effective December 31, 2031, subject to subsection (c) below

(c) The Agreement Term may be extended one (1) additional year each year from and after December 31, 2022, so as to continually maintain a ten (10) year period as the remaining Term of the Agreement. Such extension may be granted by City with or without cause, pursuant to the Annual Performance Review procedures and schedule as laid forth in the Agreement.

B. **Exhibit 3.01a (“Scope of Regular Collection Services”) is amended by adding Paragraph 19 as follows:**

19. Multi-Family Bulky Item Pickup Program

(a) Contractor shall do the following:

- i. Collect bulky items disposed by tenants that are placed adjacent to the multi-family property trash bin, bin enclosure, or mutually agreed upon staging area;
- ii. Meet with multi-family properties that have space concerns and establish a mutually agreed upon bulky item staging area on a case by case basis;
- iii. Collect items one time per week or more frequently as needed;
- iv. Provide decals on the multi-family trash bin containers with information related to the proper disposal of bulky items;
- v. Inform Property Owners and Managers of the bulky item collection program;
- vi. Provide educational and outreach materials for multi-family property owners/managers;
- vii. Provide quarterly tonnage reports of multi-family bulky items collected;
- viii. Assist the City with the collection of bulky items from the public right of way at no additional cost to the City;

- ix. Implement the program within the 1st quarter of 2022;
 - x. Accept phone calls from MF tenants requesting bulky item collections (although this is not required to initiate the service) and record calls in the account record.
- (b) Program costs will be evaluated and adjusted annually to coincide with the current annual rate review process and approved by the City prior to implementation.
- (c) Program is not intended for property improvement or renovation waste.
- i. Acceptable items include:

Chairs	Mattresses
Couches	Microwaves
Computers	Nightstands
Desks	Refrigerators
Dishwashers	Sofas
Dressers	Stoves
Electronic Waste	Tables
Furniture	Televisions
Lamps	Toys
Laundry/Dryer Machines	

- ii. Non-acceptable items, including: household hazardous waste (e.g., paint, used motor oil and filters, household cleaners, fluorescent lights), liquids, or construction and demolition waste.

3. **NO OTHER AMENDMENT.** Except as set forth in this Amendment No. 13, the Agreement shall remain in full force and effect according to its terms.
4. **COUNTERPARTS.** This Amendment No. 13 may be executed in counterparts, each of which, when this Amendment No. 13 has been signed by both of the Parties, shall constitute one and the same instrument.
5. **EFFECTIVE DATE.** The Effective Date of this Amendment No. 13 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. 13.

[end—signature page follows]

IN WITNESS WHEREOF, the Parties have executed and entered into this Amendment No. 13 as of the Effective Date.

“CITY”

CITY OF DUARTE

Date: 10/26/2021

By: 
Margaret Finlay, Mayor Pro-Tem

ATTEST:


Annette Juarez, City Clerk

“CONTRACTOR”

BURRTEC WASTE SERVICES, LLC

Date: April 3, 2023

By: 

Printed Name: Cole Burr

Its: President