

FIRST AMENDMENT TO AGREEMENT FOR
INTEGRATED SOLID WASTE MANAGEMENT SERVICES

This First Amendment ("First Amendment") is made and entered into between the City of Rancho Cucamonga, a California municipal corporation ("City"), and Burrtec Waste Industries, Inc., a California corporation (the "Contractor"), this 20th day of July, 2016.

RECITALS

A. City and Contractor entered into that certain Agreement Between City of Rancho Cucamonga and Burrtec Waste Industries, Inc. for Integrated Solid Waste Management Services dated June 15, 2016 (the "Agreement");

B. Pursuant to Sections 2.3 and 4.16 of the Agreement, Contractor agreed to amend the Agreement to include the provision of Street Sweeping Services if City satisfies its obligations under the Myers-Milias-Brown Act regarding contracting out Street Sweeping Services; and

C. City has satisfied its obligations under the Myers-Milias-Brown Act regarding contracting out Street Sweeping Services, and City and Contractor desire to amend the Agreement to include the requirement that Contractor provide Street Sweeping Services;

NOW, THEREFORE, the parties agree as follows:

Section 1. The above Recitals are incorporated into this First Amendment. All defined terms herein, as shown by initial capitalization, shall have the meanings ascribed to them in the Agreement, unless otherwise indicated.

Section 2. Section 2.3 of the Agreement is hereby amended to replace the second paragraph with the following:

"Contractor shall commence providing Street Sweeping Services by the date specified in Section 4.16."

Section 3. Section 4.16 of the Agreement is hereby amended as follows:

"Contractor shall provide Street Sweeping Services in accordance with the requirements in Exhibit 1, at no charge to City or Customers. Contractor shall commence the provision of Street Sweeping Services in accordance with Exhibit 1 on September 1, 2016."

Section 4. In the event of any conflict between this First Amendment and provisions of the Agreement, the provisions of this First Amendment shall control. Except as amended herein, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above stated.

CITY OF RANCHO CUCAMONGA,
a California municipal corporation

_____, Mayor


ATTEST:

City Clerk

APPROVED AS TO FORM

James L. Markman
City Attorney

BURRTEC WASTE INDUSTRIES, INC.



Cole Burr, President