

**EIGHTH AMENDMENT
SOLID WASTE COLLECTION FRANCHISE AGREEMENT
FOR AREAS OF HUMBOLDT COUNTY (HOLMES/REDCREST AREA)**

This Eighth Amendment to the Solid Waste Collection Franchise Agreement dated April 26, 2011, by and between the County of Humboldt, hereinafter referred to as "COUNTY," and Recology Humboldt County, a California corporation, hereinafter referred to as "CONTRACTOR," shall be effective as of July 1, 2017.

RECITALS

WHEREAS, on April 26, 2011, COUNTY and CONTRACTOR entered into a Solid Waste Collection Franchise Agreement for the handling and disposal of solid waste and recyclables in the Holmes and Redcrest areas of Humboldt County ("Franchise Agreement"), for the period of July 1, 2011 to December 31, 2020; and

WHEREAS, COUNTY and CONTRACTOR subsequently modified the Franchise Agreement by amendments having effective dates of July 1, 2011, January 1, 2012, July 1, 2012, July 1, 2013, July 1, 2014, July 1, 2015 and July 1, 2016; and

WHEREAS, the Franchise Agreement and California law allow for the adjustment of Maximum Service Rates which may be charged by CONTRACTOR for the handling of solid waste and provision of curbside recycling services pursuant to the Franchise Agreement, such as annual index-based adjustments, changes in the franchise fee and/or recycling percentage and changes in the disposal and/or processing costs; and

WHEREAS, the parties desire to amend the Franchise Agreement in order to adjust the Maximum Service Rates charged by CONTRACTOR for the handling of solid waste pursuant to the Franchise Agreement.

NOW, THEREFORE, IT IS AGREED as follows:

1. The Maximum Service Rates which may be charged by CONTRACTOR pursuant to Section 14 of the Franchise Agreement shall be as shown in Exhibit A – Holmes Area Franchise Rates, which is attached hereto and incorporated herein by reference. Such Maximum Service Rates shall supersede and replace all prior Maximum Service Rates set forth in the Franchise Agreement, and all previous amendments thereto, as of July 1, 2017.
2. Except as modified herein, the Franchise Agreement dated April 26, 2011, as previously amended, shall remain in full force and effect. In the event of a conflict between the provisions of this Eighth Amendment and the original Franchise Agreement, or any prior amendments thereto, the provisions of this Eighth Amendment shall govern. Capitalized terms used, but not defined, herein shall have the meanings given to them in the Franchise Agreement.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Eighth Amendment on the date set forth above.

COUNTY OF HUMBOLDT:

By: 
Franchise Contract Administrator

Date: 5/31/17

INSURANCE CERTIFICATES APPROVED:

By: 
Risk Management

Date: 6/5/17

RECOLOGY HUMBOLDT COUNTY:

By: 
President and Chief Executive Officer

Date: 5/24/17

By: 
Corporate Secretary

Date: 5/24/17

Recology
Reviewed by:

Legal

