

**THIRD AMENDMENT TO THE SOLID WASTE COLLECTION
FRANCHISE AGREEMENT FOR THE NORTHWESTERN AREA
OF HUMBOLDT COUNTY**

This is an amendment to the Agreement entered into on December 13, 2011 executed by and between the County of Humboldt, a political subdivision of the State of California, hereinafter called "COUNTY" and Humboldt Sanitation Company, Inc. hereinafter called "CONTRACTOR". The effective date of this Amendment is July 1, 2013.

RECITALS

WHEREAS, COUNTY and CONTRACTOR have entered into an Agreement on December 13, 2011 for the handling and disposal of solid waste which is set to expire on December 31, 2031; and

WHEREAS, the Agreement and State law allow for the adjustment of rates charged by CONTRACTOR for the handling of solid waste and provision of curbside recycling services pursuant to said Agreement, as well as annual index-based adjustments, changes in the franchise fee and/or the recycling percentage, changes in disposal and/or processing costs; and

WHEREAS, the COUNTY desires to incorporate a provision for the payment of franchise fees and county wide fees by CONTRACTOR resulting from collection and disposal of solid waste by an entity other than the CONTRACTOR; and,

WHEREAS, the parties have agreed to amend the Agreement to adjust rates and incorporate a provision for the payment of franchise fees and county wide fees resulting from collection and disposal of solid waste by an entity other than the CONTRACTOR.

NOW, THEREFORE, IT IS AGREED as follows:

1. The rates which may be charged by CONTRACTOR pursuant to Section 14(A) of the above-referenced Franchise Agreement shall be as shown in Exhibit B attached hereto and incorporated by reference, and such Exhibit B shall supersede and replace prior Exhibit B of the Franchise Agreement, effective July 1, 2013.
2. Section 10.E entitled Payment of Franchise Fee and Countywide Fees Resulting from Collection and Disposal of Solid Waste by An Entity Other than the Franchise Holder is added to the Agreement as follows:

"10.E Payment of Franchise Fee and Countywide Fees Resulting from Collection and Disposal of Solid Waste by An Entity Other than the Franchise Holder: Should CONTRACTOR grant permission to any entity to collect and transport solid waste on its behalf for whatever reason, CONTRACTOR shall inform COUNTY in writing by providing the date, location and estimated tonnage of solid waste that will be collected. CONTRACTOR shall be responsible for calculating and remitting to COUNTY the franchise fee and countywide program fees associated with the load. COUNTY shall be responsible for remitting the countywide program fees to Humboldt Waste Management Authority. CONTRACTOR shall not grant permission to any entity that does not have a

franchise or permit from the COUNTY for the collection, transporting or disposal of solid waste.”

3. Except as modified herein or by prior amendments, the December 13, 2011 Agreement shall remain in full force and effect. In the event of a conflict between the provisions of this amendment and the original agreement, or any amendments thereto previously executed, the provisions of this amendment shall govern.

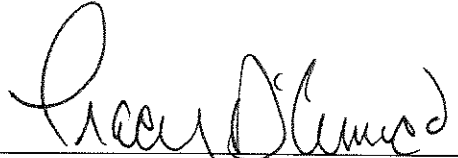
[signatures on following page]

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

COUNTY OF HUMBOLDT

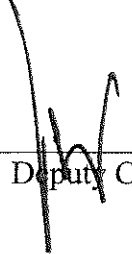
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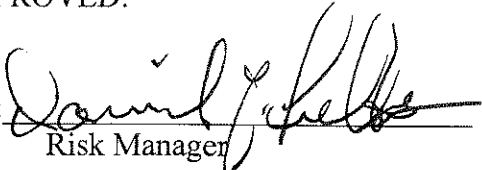

Chair, County Board of Supervisors


Clerk of the Board of Supervisors

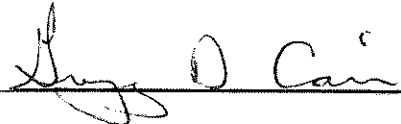
APPROVED AS TO FORM:

INSURANCE certificates reviewed and APPROVED:

BY: 
Deputy County Counsel

BY: 
Risk Manager

HUMBOLDT SANITATION COMPANY, INC.

BY: 

TITLE: Gregory D. Cain, President

BY: 

TITLE: Christine A. Cain, Chief Financial Officer

