

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

This Ninth Amendment to the Solid Waste Collection Franchise Agreement dated December 13, 2011, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Humboldt Sanitation Company, Inc., a California corporation, hereinafter referred to as "CONTRACTOR," shall be effective as of July 1, 2018.

RECITALS

WHEREAS, on December 13, 2011, COUNTY and CONTRACTOR entered into a Solid Waste Collection Franchise Agreement ("Franchise Agreement") for the handling and disposal of solid waste in the northwestern area of Humboldt County for the period of January 1, 2012 to December 31, 2031; and

WHEREAS, the Franchise Agreement and California 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 Franchise Agreement, as well as annual index-based adjustments, changes in the franchise fee and/or recycling percentage and changes in disposal and/or processing costs; and

WHEREAS, the parties desire to amend the Franchise Agreement in order to adjust the rates charged by CONTRACTOR for the handling and disposal of solid waste pursuant to the Franchise Agreement.

NOW THEREFORE, the parties mutually agree as follows:

1. The rates which may be charged by CONTRACTOR pursuant to Section 14(B)(iv) of the Franchise Agreement shall be as shown in the modified version of Exhibit B – Northwest Humboldt Area Franchise Rates, which is attached hereto and incorporated herein by reference. Such rates shall supersede and replace all prior rates set forth in the Franchise Agreement, and all previous amendments thereto, as of the effective date of this Ninth Amendment.
2. Except as modified herein, the Franchise Agreement dated December 13, 2011, as previously amended, shall remain in full force and effect. In the event of a conflict between the provisions of this Ninth Amendment and the original Franchise Agreement, or any prior amendments thereto, the provisions of this Ninth Amendment shall govern.

[Signatures on Following Page]


IN WITNESS WHEREOF, the parties hereto have entered into this Ninth Amendment as of the dates indicated below.

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

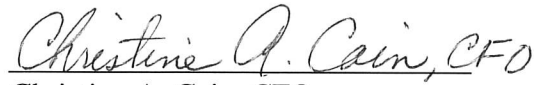
(1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND

(2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.

HUMBOLDT SANITATION COMPANY, INC.:

By: 
Gregory D. Cain, President

Date: 6/12/18

By: 
Christine A. Cain, CFO

Date: 6/12/18

COUNTY OF HUMBOLDT:

By: 
Franchise Contract Administrator

Date: 6/20/18

INSURANCE CERTIFICATES APPROVED:

By: 
Risk Management

Date: 7/2/18