

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

This Ninth Amendment to the Solid Waste Collection Franchise Agreement dated April 26, 2011, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Recology Humboldt County, a California corporation, hereinafter referred to as "CONTRACTOR," shall be effective as of June 26, 2018.

**RECITALS**

WHEREAS, on April 26, 2011, COUNTY and CONTRACTOR entered into a Solid Waste Collection Franchise Agreement regarding 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 amended the Franchise Agreement eight (8) times; and

WHEREAS, COUNTY and CONTRACTOR desire to amend the Franchise Agreement to shorten the term thereof to June 30, 2018 in order to allow the unincorporated Holmes and Redcrest areas of Humboldt County to be merged into the Consolidated Solid Waste Collection Franchise Agreement for the Unincorporated Fortuna/Ferndale, Holmes/Redcrest, Weott/Myers Flat and Garberville Areas of Humboldt County by and between COUNTY and CONTRACTOR.

NOW THEREFORE, the parties mutually agree as follows:

1. Section 2 – Term of Franchise of the Franchise Agreement is hereby amended to read in its entirety as follows:

**“Section 2. Term of Franchise.** Unless earlier terminated pursuant to this Agreement, the term of this Agreement shall begin on July 1, 2011 and terminate on June 30, 2018.”
2. The effectiveness of this Ninth Amendment is expressly conditioned on COUNTY and CONTRACTOR entering into that certain Ninth Amendment to the Solid Waste Collection Franchise Agreement for Areas of Humboldt County (Garberville Area), effective as of July 1, 2018, expanding the Franchise Area under said agreement to include the unincorporated Holmes and Redcrest areas of Humboldt County.
3. 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 Ninth Amendment and the original Franchise Agreement, or any prior amendments thereto, the provisions of this Ninth Amendment shall govern. Capitalized terms used, but not defined, herein shall have the meanings given to them in the Franchise Agreement. Unless otherwise expressly indicated, all references herein to sections refer to sections of the Franchise Agreement, as amended.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have entered into this Ninth Amendment as of the last date 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.*

**RECOLOGY HUMBOLDT COUNTY:**

By:   
Michael J. Sangiacomo  
President & CEO

Date: May 24, 2018

By:   
Cary Chen  
Corporate Secretary

**Recology**  
Reviewed By:  
  
**Legal**

Date: May 24, 2018

**COUNTY OF HUMBOLDT:**

By:   
Ryan Sundberg  
Chair, Board of Supervisors

Date: 6/12/18

**INSURANCE CERTIFICATES APPROVED:**

By:   
Risk Management

Date: 6/15/18