

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

This Twelfth 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, 2020.

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, COUNTY and CONTRACTOR subsequently amended the Franchise Agreement eleven (11) times; and

WHEREAS, the Franchise Agreement and California law allow for the adjustment of the rates which may be charged by CONTRACTOR for the handling and disposal 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 or 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 and recyclables, and modify the execution requirements, set forth therein.

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 Twelfth Amendment.
2. Section 21(D) – Execution in Counterparts of the Franchise Agreement is hereby deleted in its entirety and replaced with the following:

D. Counterpart Execution. This Agreement, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. This Agreement, and any amendments hereto, may be signed by manual or electronic signatures in accordance with any and all applicable local, state and federal laws, regulations and standards, and such signatures shall constitute original signatures for all purposes. A signed copy of this Agreement, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement and any amendments hereto.
3. 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 Twelfth Amendment and the original Franchise Agreement, or any prior amendments thereto, the provisions of this Twelfth Amendment shall govern.

IN WITNESS WHEREOF, the parties hereto have entered into this Twelfth 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
Gregory D. Cain
President

Date: 6-30-20

By: Christine A. Cain
Christine A. Cain
Chief Financial Officer

Date: 6-30-20

COUNTY OF HUMBOLDT:

By: Estelle Fennel
Estelle Fennel
Chair, Board of Supervisors

Date: 9/15/2020

INSURANCE CERTIFICATES APPROVED:

By: [Signature]
Risk Management

Date: 8/27/2020

LIST OF EXHIBITS:

Exhibit B – Northwest Humboldt Area Franchise Rates