

**EIGHTH AMENDMENT TO AGREEMENT FOR THE
OPERATION OF THE WILLOW CREEK, ORICK, REDWOOD VALLEY AND ORLEANS
SOLID WASTE CONTAINER SITES,
AND THE HAULING OF REFUSE FROM THE WILLOW CREEK, ORICK, REDWOOD
VALLEY, ORLEANS AND WEITCHPEC CONTAINER SITES**

This Eighth Amendment to the Agreement for the Operation of the Willow Creek, Orick, Redwood Valley and Orleans Solid Waste Container Sites and the Hauling of Refuse from the Willow Creek, Orick, Redwood Valley, Orleans and Weitchpec Container Sites 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 Gregory and Christine Cain, and assigned to Humboldt Sanitation Company, Inc., a California corporation, hereinafter referred to as "CONTRACTOR," shall be effective as of July 1, 2019.

RECITALS

WHEREAS, on December 13, 2011, COUNTY and CONTRACTOR entered into an agreement to operate and maintain the Willow Creek, Orick, Redwood Valley and Orleans solid waste container sites, and to haul waste from the Willow Creek, Orick, Redwood Valley, Orleans and Weitchpec solid waste container sites ("Operation and Hauling Agreement"), for the purpose of collecting, transporting and disposing of solid waste and source separated recyclable materials from January 1, 2012 to December 31, 2021; and

WHEREAS, the parties desire to amend the Operation and Hauling Agreement to adjust the compensation payable to CONTRACTOR for the collection, transportation and disposal of solid waste and source separated recyclable materials pursuant to said Operation and Hauling Agreement.

NOW THEREFORE, the parties mutually agree as follows:

1. Section 16(A) – Payment to Contactor of the Operation and Hauling Agreement is hereby deleted in its entirety and replaced with the following:

16. PAYMENT TO CONTRACTOR

- A. Payment Amount. COUNTY shall pay CONTRACTOR a fixed annual payment as specified in the "Price form for the operation, maintenance and transport of waste from the four solid waste container sites in northeastern Humboldt County and transport of waste from the Weitchpec container site," in **Attachment 1** for the period of July 1, 2019 to June 30, 2020.

The total annual amount payable to CONTRACTOR, as may be modified pursuant to the provisions of this Section or Sections 17, 18, or 19, shall be known as the "Payment Amount." Payment shall be made in twelve (12) monthly installments, according to the procedure set forth in Section 16(B) of this Agreement.

If Gate Fees or Disposal Rates are changed, the Payment Amount shall be adjusted as provided for in Sections 17(B) or 18(B) of this Agreement.

If any alternate disposal sites are designated, the Payment Amount shall be adjusted as provided for in Section 18(C) of this Agreement.

If any container sites are closed or new container sites are opened, the Payment Amount shall be adjusted as provided for in Section 19 of this Agreement.

2. The Operation and Hauling Agreement is hereby amended to delete Attachment 1 – Northern Container Sites Price Form (“Attachment 1”), and replace it in its entirety with the modified version of Attachment 1 that is attached hereto and incorporated herein by reference. The modified version of Attachment 1 attached hereto shall supersede any and all prior versions thereof as of the effective date of this Eighth Amendment.
3. The Operation and Hauling Agreement is hereby amended to delete Attachment 2 – Standard of Fee Collection (“Attachment 2”), and replace it in its entirety with the modified version of Attachment 2 that is attached hereto and incorporated herein by reference. The modified version of Attachment 2 attached hereto shall supersede any and all prior versions thereof as of the effective date of this Eighth Amendment.
4. The Operation and Hauling Agreement is hereby amended to delete Attachment 3 – List of Fees and Charges for Recyclable Materials Accepted at Sites (“Attachment 3”), and replace it in its entirety with the modified version of Attachment 3 that is attached hereto and incorporated herein by reference. The modified version of Attachment 3 attached hereto shall supersede any and all prior versions thereof as of the effective date of this Eighth Amendment.
5. Except as modified herein, the Operation and Hauling 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 Eighth Amendment and the original Operation and Hauling Agreement, or any prior amendments thereto, the provisions of this Eighth Amendment shall govern.

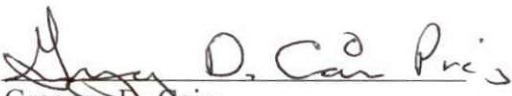
[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have entered into this Eighth 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: 6-17-19

By: 
Christine A. Cain
Chief Financial Officer

Date: 6-17-19

COUNTY OF HUMBOLDT:

By: _____
Rex Bohn
Chair, Board of Supervisors

Date: _____

INSURANCE CERTIFICATES APPROVED:

By: 
Risk Management

Date: 6/20/19

LIST OF ATTACHMENTS:

- Attachment 1 – Northern Container Sites Price Form
- Attachment 2 – Standard of Fee Collection
- Attachment 3 – List of Fees and Charges for Recyclable Materials Accepted at Sites