

## SECOND AMENDMENT OF SOLID WASTE SERVICES AGREEMENT

This Agreement is entered into by and between the County of El Dorado (County or Grantor), and Waste Connections of California, Inc. {formerly known as Amador Disposal Service, Inc.} (WCCI), and Waste Connections, Inc. (WCI). WCCI and WCC collectively shall be known as “Grantee”. This Second Amendment of Solid Waste Services Agreement (Amendment) is effective as of January 1, 2015.

This Second Amendment is made with references to the following recitals:

WHEREAS, effective June 25, 2002 the County entered into a Solid Waste Collection Franchise Agreement (Agreement) with Grantee, which granted the Grantee the exclusive right and obligation, subject to certain limitations, until June 30, 2012 to collect and dispose of municipal solid waste generated by residential, commercial and industrial customers within the unincorporated southern portion of the County including Somerset, Grizzly Flats and Mt. Aukum, as specifically identified in Exhibit A of the Agreement; and

WHEREAS, on June 12, 2012, the Board of Supervisors approved the First Amendment, amending Section 9 – Term, extending the Agreement for a two and one half year period, terminating on December 31, 2014, unless the parties mutually agree to extend the term; and

WHEREAS, on October 24, 2014, the Grantee provided written notice to the County of its desire to extend the Agreement one (1) year; and

WHEREAS, the County and Grantee hereby desire to extend the term for one (1) additional year; and

WHEREAS, except as expressly provided in this Second Amendment and the First Amendment incorporated herein, all other terms and conditions of the Agreement dated June 25, 2002, shall remain in effect as identified.

NOW THEREFORE, the parties agree as follows:

1. Section 9 – Term is hereby amended to extend the Agreement for a period of one (1) additional year commencing on January 1, 2015 and shall terminate on December 31, 2015.
2. Section 25 – General Provisions, H. Notices, is hereby amended in its entirety to read as follows:

H. Notices – All notices required or permitted to be given under this Franchise Agreement shall be in writing and shall be personally delivered, electronically delivered, or United States Postal Service certified mail delivered addressed as follows:

To Grantor: County of El Dorado  
Community Development Agency  
Environmental Management Division  
Attn: Gerri Silva, Division Director  
2850 Fairlane County, Bldg "C"  
Placerville, CA 95667

To Grantee: Waste Connections, Inc.  
Attn: Sue VanDelinder, Divisional Vice-President  
4100 Throwita Way  
Placerville, CA 95667

3. Except as specifically amended by this Second Amendment, the terms and conditions of the Agreement shall remain in full force and effect. This Second Amendment may be executed in any number of counterparts, any of which may be delivered via facsimile or PDF, each of which when so executed and delivered shall be deemed an original, and such counterparts shall constitute one instrument.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement the day and year last below written.

**- - COUNTY OF EL DORADO - -  
-Grantor-**

**Dated:** \_\_\_\_\_

**By:** \_\_\_\_\_  
**Chair**  
**Board of Supervisors**  
**County of El Dorado**

**ATTEST:**  
**James S. Mitrisin**  
**Clerk of the Board of Supervisors**

**Dated:** \_\_\_\_\_

**By:** \_\_\_\_\_  
**Deputy Clerk**

**- - WASTE CONNECTIONS OF CALIFORNIA, INC. - -  
- Grantee-**

**Dated:** \_\_\_\_\_

**By:** \_\_\_\_\_  
**Waste Connections of California, Inc., d/b/a Amador Disposal Service**  
**Ron Mittelstaedt**  
**Chairman and Chief Executive Officer**

**- - WASTE CONNECTIONS, INC. - -  
- Grantee-**

**Dated:** \_\_\_\_\_

**By:** \_\_\_\_\_  
**Waste Connections, Inc.**  
**Ron Mittelstaedt**  
**Chairman and Chief Executive Officer**