

12
10-28

SECOND AMENDMENT OF SOLID WASTE SERVICES AGREEMENT

This Agreement is entered into by and between the County of El Dorado (County), and Tahoe Truckee Sierra Disposal Co, Inc., a California corporation (Grantee); this "Second Amendment of Solid Waste Services Agreement" (Amendment) is effective as of January 1, 2015.

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

Whereas, effective April 4, 1995, the County entered into a Solid Waste Collection Franchise Agreement (Agreement) with Tahoe Truckee Sierra Disposal Co, Inc. which granted Grantee the exclusive right and obligation, subject to certain limitations, until December 31, 2009, to collect and dispose of municipal solid waste generated by residential, commercial and industrial customers in Franchise Area #4 which encompasses the unincorporated portion of the west Lake Tahoe Basin of El Dorado County, as specifically identified in Exhibit A of the Franchise Agreement; and

Whereas, on November 10, 2009, the Board of Supervisors approved the First Amendment, amending Section 9 – Term, extending the Agreement for five (5) years thereby terminating on December 31, 2014, and allowing for two (2) additional term extensions of two (2) years each upon written request by either party; and

Whereas, on July 1, 2014, the Grantee provided written notice to the County of its desire to exercise the first two (2) year extension of the Agreement; and

Whereas, the County and Grantee hereby desire to extend the term for one (1) additional two (2) year term; 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 April 4, 1995, shall remain in effect as identified.

NOW THEREFORE, the parties agree as follows:

- 1. Section 9 – Term is hereby amended to add a new subsection (D) to read as follows:

D. The term of this Franchise Agreement is hereby extended for a term of two (2) years, commencing on January 1, 2015 and terminating on December 31, 2016.

- 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:

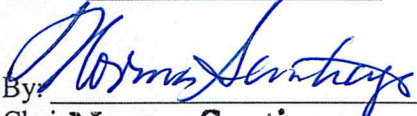
*To Grantor: County of El Dorado
Community Development Agency
Environmental Management Division
Attn: Division Director of Environmental Management
2850 Fairlane Court, Bldg "C"
Placerville, CA 95667*

*To Grantee: Tahoe Truckee Sierra Disposal
David Achiro
PO Box 6479
Tahoe City, CA 96145*

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

- - COUNTY OF EL DORADO - -
-Grantor-

Dated: 12-10-14 Board date 10-28-14

By: 
Chair **Norma Santiago**
Board of Supervisors
County of El Dorado


ATTEST:
James S. Mitrison
Clerk of the Board of Supervisors

Dated: 12-10-14 Board date 10-28-14

By: 
Deputy Clerk

- - Tahoe Truckee Sierra Disposal - -
- Grantee-

Dated: 11-10-14

By: 
Tahoe Truckee Sierra Disposal Services
David Achiro
PO Box 6479
Tahoe City, CA 96145