

**AMENDMENT NO. 2 TO FRANCHISE AGREEMENT BETWEEN THE CITY OF
FORT BRAGG AND USA WASTE OF CALIFORNIA INC., DBA EMPIRE WASTE
MANAGEMENT**

This second amendment ("2nd Amendment") to the 2007 Franchise Agreement between USA Waste of California, Inc., dba Empire Waste Management, hereinafter called "GRANTEE", and the City of Fort Bragg, hereinafter called "CITY," is made this 23rd day of August, 2011 at Fort Bragg, California.

WHEREAS, CITY and GRANTEE entered into the Franchise Agreement (the "Agreement") for the collection, transportation, and disposal of solid waste in the CITY on January 8, 2007; and

WHEREAS, Grantee has satisfactorily performed its obligations under the Agreement; and

WHEREAS, it is in the public interest to revise and extend the Agreement until June 30, 2021, subject to the terms and conditions set forth in this 2nd Amendment;

WHEREAS, the Parties hereto agree that notwithstanding any terms and/or conditions set forth herein, this 2nd Amendment shall be null and void and of no force or effect unless and until the County of Mendocino enters into an amendment extending the term of its current Franchise Agreement with USA Waste of California, Inc. dba Empire Waste Management to June 30, 2021;

NOW THEREFORE, it is agreed as follows:

1. The term of the Agreement under Section 4(A)(2) is extended to June 30, 2021.
2. Within 30 days of execution of this 2nd Amendment, Grantee shall deliver to City a check in the amount of \$350,000.00, payable to City, as a contract renewal fee to be applied at City's discretion for public benefit purposes. Failure of Grantee to make this payment within 30 days shall be grounds for City, at its sole discretion, to revoke and terminate this 2nd Amendment.
3. Section 13(I), Annual Financial Report, is amended to remove the requirement that GRANTEE employ an independent certified public accountant to prepare the reports required under this subsection. All other requirements for the financial report shall remain in effect. CITY may conduct independent audits of GRANTEE's operations pursuant to the Agreement at CITY's expense.
4. Section 17(B)(2) is amended to require a Broad Form Comprehensive General Liability (occurrence) policy with a minimum limit of FIVE MILLION DOLLARS (\$5,000,000.00) per occurrence for bodily injury and property damage.

5. Save and except as amended hereby, and by the First Amendment, the terms and conditions of the Agreement shall remain in full force and effect.

CITY OF FORT BRAGG

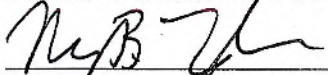
USA WASTE OF CALIFORNIA, INC.

By: _____
Linda Ruffing, City Manager

ATTEST:

Cynthia M. VanWormer, CMC, City Clerk

APPROVED AS TO FORM:

(for) 

Michael Gogna, City Attorney

5. Save and except as amended hereby, and by the First Amendment, the terms and conditions of the Agreement shall remain in full force and effect.

CITY OF FORT BRAGG

USA WASTE OF CALIFORNIA, INC.

By: Linda Ruffing
Linda Ruffing, City Manager

Barry Skolnick
Barry Skolnick, Area Vice President
8/25/11

ATTEST:

Cynthia M. VanWormer
Cynthia M. VanWormer, CMC, City Clerk

APPROVED AS TO FORM:

See Attached
Michael Gogna, City Attorney