

**SIXTH AMENDMENT TO FRANCHISE AGREEMENT
BETWEEN THE CITY OF FORT BRAGG AND
USA WASTE OF CALIFORNIA INC. DBA EMPIRE WASTE MANAGEMENT**

This Sixth Amendment To Franchise Agreement Between the City of Fort Bragg and USA Waste of California, Inc. dba Empire Waste Management (hereinafter, the "Sixth Amendment") is by and 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 ____ day of _____, 2021 at Fort Bragg, California.

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

WHEREAS, CITY and GRANTEE amended the Agreement by approving a first amendment in 2009, a second amendment in 2011, a third amendment in 2011, a fourth amendment in 2013, and a fifth amendment in 2018; and

WHEREAS, the parties wish to further modify the Agreement to add certain service levels and customer rates;

NOW THEREFORE, it is agreed as follows:

1. The following service levels and rates are hereby added to Exhibit A of the Agreement:

Lock Sale or Replacement (WM provided lock) ²	\$15.00
Monthly Lock Service Charge (per bin or gate/per month)	\$7.00

2. All other terms and conditions of the Agreement shall remain in full force and effect.

CITY OF FORT BRAGG

USA WASTE OF CALIFORNIA, INC.

By: _____
Title: _____

By: _____
Title: _____

ATTEST:

By: _____
Title: _____

APPROVED AS TO FORM:

By: _____
Title: _____