

**SECOND AMENDMENT
TO FRANCHISE AGREEMENT WITH CROCKETT SANITARY SERVICE, INC.**

This Second Amendment to Franchise Agreement with Crockett Sanitary Service, Inc. ("Second Amendment"), is entered into by and between Crockett Sanitary Service, Inc., a California corporation ("Contractor") and the County of Contra Costa, a political subdivision of the State of California ("County"), effective December 20, 2016. County and Contractor may be referred to collectively as the "Parties."

RECITALS

- A. On November 5, 1996, County entered into a franchise agreement with Walter Botta, individually and doing business as Crockett Garbage Company, a sole proprietorship. The franchise agreement was titled "Franchise Agreement with Crockett Garbage Company" ("1996 Agreement").
- B. Following execution of the 1996 Agreement, Walter Botta assigned his rights and obligations under the Agreement to Crockett Garbage Service, Inc., a subsidiary of Richmond Sanitary Service, Inc. Thereafter, Crockett Garbage Service, Inc., changed its name to Crockett Sanitary Service, Inc.
- C. On November 1, 2016, the Parties entered into a First Amendment to Franchise Agreement with Crockett Garbage Company ("First Amendment"), which changed the name of the Agreement to "Franchise Agreement with Crockett Sanitary Service, Inc." and extended the term of the Agreement through December 31, 2016, to allow for negotiation of terms and conditions of a proposed long-term extension of the Agreement and the exclusive franchise granted thereunder. The 1996 Agreement, as amended by the First Amendment, will be referred to as the "Agreement."
- D. County and Contractor have not yet completed their negotiation of a long-term extension and wish to amend the Agreement to extend the term of the Agreement through March 1, 2017, to allow for additional time for negotiation.

NOW, THEREFORE, for good and valuable consideration, including but not limited to the agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

- 1. Section 3, **TERM**, is amended to read as follows:
 - 3. **TERM.** Subject to Section 33 (Annexation and Change of Franchise Area Boundaries) and Section 35 (Breach and Termination), the term of this Agreement and the exclusive franchise granted hereunder shall commence on November 5, 1996, and end on March 1, 2017.

2. Except as amended by this Second Amendment, the terms of the Agreement remain in full force and effect.

COUNTY OF CONTRA COSTA

By _____
Chair, Board of Supervisors

Attest: David Twa, Clerk of the Board of
Supervisors and County Administrator

By: _____
Deputy

CROCKETT SANITARY SERVICE, INC.

By: Michael Caprio

Name: Michael Caprio

Title: Area President
West Area

By: Shawn Moberg

Name: GENERAL MANAGER

Title: _____

Note: Two officers must sign on behalf of corporations. The first must be the chairman of the board, president or any vice president; the second must be the secretary, assistant secretary, chief financial officer or any assistant treasurer. (Corp. Code, § 313.)