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BUSINESS OFFICE
SANTA ROSA CITY SCHOOLSAMENDMENT TO CONTRACT
FOR
PURCHASE OF REFUSE PICKUP/DISPOSAL SERVICE

THIS AMENDMENT is entered into on September 24, 2003 by and between Santa Rosa City Schools, hereinafter "SRCS" and North Bay Corporation (Formerly West Sonoma County Disposal), hereinafter "Contractor".

WHEREAS, SRCS has previously entered into a five-year agreement with Contractor for refuse pickup and disposal, said agreement beginning on July 1, 2001 and ending on June 30, 2006 ("Contract"); and

WHEREAS, since the starting date of the Contract, Contractor has been awarded a multi-year refuse contract with the City of Santa Rosa, has bought out the existing City of Santa Rosa refuse contract, and has begun servicing the area within the City of Santa Rosa; and

WHEREAS, included in Contractor's bid to the City of Santa Rosa was the offer to provide free refuse and recycling services to the campuses of public schools and colleges within the City limits; and

WHEREAS, Contractor has further offered to provide such free services to SRCS, SRCS partner elementary schools and campuses of the Sonoma County Junior College District located within the attendance area of SRCS' High School District (collectively "Districts") beginning February 1, 2003 subject to the terms of this amendment.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Contractor's name is hereby amended from "West Sonoma County Disposal" to "North Bay Corporation".
2. Effective February 1, 2003, all terms of the Contract relating to "Rates", including but not limited to, paragraph 12 and 13 of the Specific Conditions of RFP no. 140-00/01 and paragraph 4 of the Agreement Services are hereby amended as follows: Contractor shall provide collection services to the public school districts, including Sonoma County Junior College District campuses located within the boundaries of the City of Santa Rosa High School District. All collection services shall be provided at no charge to Districts with the exception that actual tipping charges (dumping charges) on debris boxes, as described in paragraph 13.i. (3) and (4) of the Specific Conditions of RFP no. 140-00/01 will be billed to the individual school districts incurring such charges on a monthly basis.
3. Contractor shall provide exclusive recycling collection services, including bins/debris boxes and roller carts for Districts.
4. Paragraph 11 of the Specific Conditions of RFP no. 140-00/02 allowing other districts and agencies outside Districts' area is deleted.

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- 5. Paragraph 3 of the Agreement of Services, Term of Agreement, is hereby extended to run concurrently with the term of Contractor's Franchise Agreement with the City of Santa Rosa.
- 6. In all other respects, the provisions of the Contract not amended, not deleted, or not otherwise mentioned herein remain in full force and effect during the term of the Contract, unless otherwise amended in writing and signed by both parties.

IN WITNESS WHEREOF the parties have signed this Amendment on the day and year first written above.

CONTRACTOR: James H. Salazar 10/29/03 SRCS: [Signature]
 TITLE: Assoc. Supt. Business Douglas R. Bower, Assoc. Supt., Business
 TITLE: Associate Supt., Business

Approved to form by SRCS Counsel
[Signature] 9/29/30
 By: Date
 Stephen L. Hartsell
 School and College Legal Services
 of California

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ASSIGNMENT OF CUSTOMER CONTRACTS

This assignment is made this 24th day of September 2003.

BETWEEN: West Sonoma County Disposal, Inc. (hereinafter "Assignor") and North Bay Corporation (hereinafter the "Assignee")

WHEREAS:

1. This Contract is known as the Refuse Pickup and Disposal Service Contract (Bid No. RFP 140-00/01) and its term is from July 2001 through June 30, 2006. Assignor agrees to assign the foregoing contract to Assignee.
2. The Assignee agrees to accept and comply with the terms, conditions and covenants of the above-referenced contract.

NOW, THEREFORE, Assignor hereby assigns and transfers to Assignee all of its rights, title, benefit and interest in the Santa Rosa City Schools (SRCS) Refuse and Disposal Contract and all substitutions, renewals and modifications thereof and all benefits and advantages to be derived therefrom.

Assignor covenants that:

3. It has not previously assigned the above-referenced contract with Santa Rosa City Schools, or any substitutions, renewals or modifications thereof or any benefits or advantages derived therefrom; and
4. The above referenced contract is up to date and in good standing.
5. Assignor shall, whenever requested by the Assignee, execute such further and other things as may be reasonably required by Assignee for the better and more perfect assignment of the contract with Santa Rosa City Schools and any substitutions, renewals and modifications thereof or any benefits or advantages to be derived therefrom; and
5. These presents shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

West Sonoma County Disposal, Inc. (Assignor)

James Scher UP 10/29/03
By: _____ Title _____ Date _____

Consented to by Santa Rosa City Schools

[Signature] 10-2-03
By: _____ Date _____

Douglas A. Bower
Associate Supt., Business

North Bay Corporation (Assignee)

James Scher UP 10/29/03
By: _____ Title _____ Date _____

Approved to form by SRCS Counsel

[Signature] 9/29/03
By: _____ Date _____

Stephen L. Hartsell
School and College Legal Services
of California