

**FIRST AMENDMENT TO SOLID WASTE COLLECTION FRANCHISE AGREEMENT  
FOR THE WILLOW CREEK AREA OF HUMBOLDT COUNTY**

This the First Amendment to the Solid Waste Collection Franchise Agreement dated June 13, 2014, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Eel River Disposal and Resource Recovery, Inc., hereinafter referred to as "CONTRACTOR," is entered into, and shall be effective as of, October 14, 2014.

**RECITALS**

WHEREAS, on June 13, 2014, COUNTY and CONTRACTOR entered into a Solid Waste Collection Franchise Agreement for the handling and disposal of solid waste and recyclables in the Willow Creek area of Humboldt County ("Franchise Agreement"), for the period of May 27, 2014 to June 30, 2024; and

WHEREAS, the Franchise Agreement allows for the provision of additional services within the Franchise Area at rates approved by the Humboldt County Board of Supervisors; and

WHEREAS, the Franchise Agreement allows the parties to change the processing facility to which all targeted recyclables collected by CONTRACTOR pursuant to the Franchise Agreement must be delivered; and

WHEREAS, the parties desire to amend the Franchise Agreement to include debris box services and change the recycling facility designated therein to CONTRACTOR's processing facility in Samoa, California.

NOW, THEREFORE, IT IS AGREED as follows:

1. The Franchise Agreement is hereby amended to include the debris box service rates set forth in Exhibit C – Willow Creek Area Debris Box Service Rates, which is attached hereto and incorporated herein by reference.
2. Section 5(A)(i) is deleted in its entirety and replaced with the following:

**Section 5. Service Obligations of Contractor.**

**A. Description of Services.**

**i) Franchise Solid Waste.**

- (1) General.** CONTRACTOR shall offer weekly collection and disposal of non-debris box Franchise Solid Waste within the Franchise Area at the frequency, price and container size set forth in Exhibit B to this Agreement.
- (2) Debris Box Service.** CONTRACTOR shall offer weekly and on-call collection and disposal of debris box Franchise Solid Waste within the Franchise Area at the frequency and price set forth in Exhibit C to this Agreement.

3. Section 11(A) is deleted in its entirety and replaced with the following:

**Section 11. Disposal Facilities and Disposal Fees.**

- A. **Disposal Facility.** All non-hazardous solid waste collected by the CONTRACTOR within the Franchise Area from all curbside and self-haul customers shall be disposed of at the disposal facility designated by COUNTY, as may be changed from time to time. As of the date of this Agreement, the designated location is the container site located at Willow Creek in California. At CONTRACTOR's request, an alternate disposal facility may be approved by COUNTY, if the CONTRACTOR first enters into an appropriate agreement with Humboldt Waste Management Authority (HWMA) and COUNTY. This three-party agreement must be executed prior to approval of CONTRACTOR's request.

All Targeted Recyclables and debris box solid waste collected by CONTRACTOR pursuant to this Agreement shall be transported for processing to a County licensed recycling and construction and demolition debris facility designated by COUNTY (the "Designated Recycling Facility"), as may be changed from time to time. As of May 27, 2014, COUNTY has designated the Eel River Resource Recovery facility in Samoa, California as the Designated Recycling Facility.

In the event that COUNTY unilaterally designates an alternate disposal facility, or unilaterally changes the Designated Recycling Facility, the provisions of Section 11.C. shall determine any increase or decrease in the amount of payment to which CONTRACTOR is entitled.

4. Except as modified herein, the Franchise Agreement shall remain in full force and effect. In the event of a conflict between the provisions of this First Amendment and the original Franchise Agreement, the provisions of this First Amendment shall govern.

[signatures on following page]

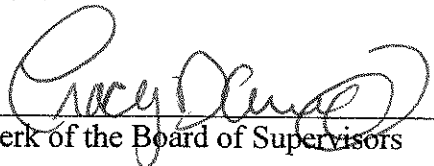
IN WITNESS WHEREOF, the parties hereto have executed this First Amendment on the date set forth above.

**COUNTY OF HUMBOLDT**

By:   
Chair, County Board of Supervisors

Date: 10/14/14

**ATTEST:**

By:   
Clerk of the Board of Supervisors

Date: 10/14/14

**APPROVED AS TO FORM:**

By:   
Deputy County Counsel

Date: 10/2/14

**INSURANCE CERTIFICATES APPROVED:**


By:   
Risk Analyst

Date: 10/2/14

**EEL RIVER DISPOSAL AND RESOURCE RECOVERY, INC.**

By:   
Harry A. Hardin, President

Date: 9-24-14

By:   
Karen Smith, Secretary

Date: 9-24-14

Exhibit B: Eel River Disposal & Resource Recovery, Inc.  
Effective October 15, 2014

TYPE OF SERVICE	PRIOR YEAR		CURR YEAR		190.00		SUB-TL		9% FRANCHISE FEE		COMBINED NEW RATE		Frequency of Service
	BASE RATE	ADD CONT.	BASE RATE	ADD CONT.	DISPOSAL	ADD CONT.	ONE CONT.	ADD CONT.	ONE CONT.	ADD CONT.	ONE CONT.	ADD CONT.	
	One cont.	One cont.	One cont.	One cont.	One cont.	One cont.	One cont.	One cont.	One cont.	One cont.	One cont.	One cont.	
<b>RESIDENTIAL/SENIOR/COMMERCIAL</b>													
30 Gallon can	\$ 11.76	\$ 5.34	\$ 11.88	\$ 5.39	\$ 12.35	\$ 17.74	\$ 24.23	\$ 17.74	\$ 2.40	\$ 1.75	\$ 28.62	\$ 19.51	1x per week
	\$ 23.51	\$ 10.68	\$ 23.75	\$ 10.79	\$ 24.70	\$ 35.49	\$ 48.45	\$ 35.49	\$ 4.79	\$ 3.51	\$ 53.24	\$ 39.02	2x per week
40 Gallon can	\$ 11.34	\$ 4.94	\$ 11.45	\$ 4.99	\$ 16.47	\$ 21.46	\$ 27.92	\$ 21.46	\$ 2.76	\$ 2.12	\$ 30.68	\$ 23.58	1x per week
	\$ 22.69	\$ 9.88	\$ 22.92	\$ 9.98	\$ 32.93	\$ 42.91	\$ 55.85	\$ 42.91	\$ 5.52	\$ 4.24	\$ 61.38	\$ 47.16	2x per week
<b>LARGE CONTAINERS</b>													
<b>Monthly service, including bin rental</b>													
1.5 Yard	\$ 91.43	\$ 77.74	\$ 92.34	\$ 78.52	\$ 124.74	\$ 203.25	\$ 217.08	\$ 203.25	\$ 21.47	\$ 20.10	\$ 238.55	\$ 223.36	1x per week
1.5 Yard	\$ 127.27	\$ 108.21	\$ 128.54	\$ 109.29	\$ 249.47	\$ 358.76	\$ 378.01	\$ 358.76	\$ 37.39	\$ 35.48	\$ 415.41	\$ 394.25	2x per week
1.5 Yard	\$ 162.55	\$ 138.16	\$ 164.18	\$ 139.54	\$ 374.21	\$ 513.75	\$ 538.38	\$ 513.75	\$ 53.25	\$ 50.81	\$ 591.63	\$ 564.57	3x per week
2 Yard	\$ 87.43	\$ 74.33	\$ 88.30	\$ 75.07	\$ 166.31	\$ 241.39	\$ 254.62	\$ 241.39	\$ 25.18	\$ 23.87	\$ 279.80	\$ 265.27	1x per week
2 Yard	\$ 119.27	\$ 101.38	\$ 120.46	\$ 102.39	\$ 332.63	\$ 435.02	\$ 453.09	\$ 435.02	\$ 44.81	\$ 43.02	\$ 497.90	\$ 478.05	2x per week
2 yard	\$ 150.54	\$ 127.97	\$ 152.05	\$ 129.25	\$ 498.94	\$ 628.19	\$ 650.99	\$ 628.19	\$ 64.38	\$ 62.13	\$ 715.36	\$ 690.33	3x per week
3 yard	\$ 79.43	\$ 67.50	\$ 80.22	\$ 68.18	\$ 249.47	\$ 317.65	\$ 329.69	\$ 317.65	\$ 32.61	\$ 31.42	\$ 362.30	\$ 349.07	1x per week
3 yard	\$ 103.26	\$ 87.77	\$ 104.29	\$ 88.65	\$ 498.94	\$ 587.59	\$ 603.23	\$ 587.59	\$ 59.66	\$ 58.11	\$ 662.88	\$ 645.71	2x per week
3 yard	\$ 126.52	\$ 107.52	\$ 127.79	\$ 108.60	\$ 748.41	\$ 857.01	\$ 876.20	\$ 857.01	\$ 86.66	\$ 84.76	\$ 962.85	\$ 941.77	3x per week
Blue Bag Rate	\$ 4.90	\$	\$ 4.95	\$	\$ 2.85	\$	\$ 7.80	\$	\$ 0.77	\$	\$ 8.57	\$	Per pick-up
Curbside Recycling	\$ 9.56	\$	\$ 9.66	\$	\$	\$	\$ 9.66	\$	\$	\$	\$ 9.66	\$	
Side yard service	\$ 9.56	\$	\$ 9.66	\$	\$	\$	\$ 9.66	\$	\$ 0.95	\$	\$ 10.61	\$	

**EXHIBIT C: Eel River Disposal & Resource Recovery  
Effective October 15, 2014**

Disposal at Samoa Facility--Rate assumes approximately 30% of material can be recycled instead of going to the landfill

2014-2015	1.0000		CURR YEAR		DISPOSAL	144.00		SUB-TL	9%		COMBINED NEW RATE	
	PRIOR YEAR	BASE RATE	BASE RATE	BASE RATE		FRANCHISE FEE	FRANCHISE FEE		FRANCHISE FEE	FRANCHISE FEE		
TYPE OF SERVICE	One cont.	Add Cont.	One cont.	Add cont.	One cont.	Add cont.	One cont.	Add cont.	One cont.	Add cont.	One cont.	Add cont.
<b>LARGE CONTAINERS</b>												
15 Yard	\$ 720.00	\$ 360.00	\$ 720.00	\$ 360.00	\$ 297.49	\$ 297.49	\$ 100.63	\$ 657.49	\$ 65.03	\$ 1,118.13	\$ 722.52	
20 Yard	\$ 720.00	\$ 360.00	\$ 720.00	\$ 360.00	\$ 395.60	\$ 395.60	\$ 110.33	\$ 755.60	\$ 74.73	\$ 1,225.94	\$ 830.33	
30 Yard	\$ 720.00	\$ 360.00	\$ 720.00	\$ 360.00	\$ 593.41	\$ 593.41	\$ 129.90	\$ 953.41	\$ 94.29	\$ 1,443.30	\$ 1,047.70	