

NINETH AMENDMENT
SOLID WASTE COLLECTION FRANCHISE AGREEMENT FOR THE WILLOW CREEK
AREA OF HUMBOLDT COUNTY

This Ninth Amendment to the Solid Waste Collection Franchise Agreement for the Willow Creek Area of Humboldt County 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 Joshua and Lisa McKnight, dba Tom's Trash Company hereinafter referred to as "CONTRACTOR," shall be effective as of July 1, 2022.

RECITALS

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

WHEREAS, on October 14, 2014, COUNTY and CONTRACTOR agreed to amend the Franchise Agreement to allow for the provision of additional services within the Franchise Area and change the processing facility to which all targeted recyclables collected by CONTRACTOR will be delivered; and

WHEREAS, on October 14, 2014, CONTRACTOR assigned to Tom's Trash Company all of CONTRACTOR's rights and interest in the Franchise Agreement, and any and all amendments thereto, other than the rights, obligations and duties associated with the collection and disposal of debris box franchise solid waste within the Franchise Area; and

WHEREAS, COUNTY and CONTRACTOR subsequently amended the Franchise Agreement Eight (8) times; and

WHEREAS, the Franchise Agreement and State law allow for the adjustment of the Maximum Service Rates which may be charged by CONTRACTOR for the handling and disposal of solid waste and recyclables pursuant to the Franchise Agreement, such as annual index-based adjustments, changes in the franchise fee, or changes in disposal and/or processing costs; and

WHEREAS, the parties desire to amend the Franchise Agreement in order to adjust the Maximum Service Rates charged by CONTRACTOR for the handling and disposal of solid waste and recyclables pursuant to the Franchise Agreement.

NOW, THEREFORE, IT IS AGREED as follows:

1. The Maximum Service Rates which may be charged by CONTRACTOR pursuant to Section 14 of the Franchise Agreement shall be as shown in the modified versions of Exhibit B – Willow Creek Area Franchise Collection Rates and Exhibit C – Willow Creek Area Disposal Rates, which are attached hereto and incorporated herein by reference. Such Maximum Service Rates shall supersede and replace all prior Maximum Service Rates set forth in the Franchise Agreement, and all previous amendments thereto, as of the effective date of this Ninth Amendment.
2. Section 21(D) – Execution in Counterparts of the Franchise Agreement is hereby deleted in its entirety and replaced with the following:

D. Counterpart Execution. This Agreement, and any amendments hereto, may be executed in

one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. This Agreement, and any amendments hereto, may be signed by manual or electronic signatures in accordance with any and all applicable local, state, and federal laws, regulations and standards, and such signatures shall constitute original signatures for all purposes. A signed copy of this Agreement, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement and any amendments hereto.

3. Except as modified herein, the Franchise Agreement dated June 13, 2014, as previously amended, shall remain in full force and effect. In the event of a conflict between the provisions of this Ninth Amendment and the original Franchise Agreement, or any prior amendments thereto, the provisions of this Ninth Amendment shall govern. Capitalized terms used, but not defined, herein shall have the meanings given to them in the Franchise Agreement.

IN WITNESS WHEREOF, the parties hereto have entered into this Ninth Amendment as of the last date indicated below.

COUNTY OF HUMBOLDT:

By: _____
Thomas K Mattson
Franchise Contract Administrator

Date: _____

INSURANCE CERTIFICATES APPROVED:

By: _____
Risk Management

Date: _____

Acknowledged and Agreed:

JOSHUA & LISA MCKNIGHT DBA TOM'S TRASH COMPANY

By: _____
Joshua McKnight

Date: 7/26/22

By: _____
Lisa McKnight

Date: 7-26-22

LIST OF EXHIBITS:

Exhibit B – Willow Creek Area Franchise Collection Rates

EXHIBIT A: TOM'S TRASH RATE SCHEDULE
EFFECTIVE July 1, 2022

A Type of Service	B Prior Yr Base Rate		C Addl Container		D CPI Adjustment		E Current Yr Base Rate		F Addl Container		G Disposal \$		H Sub-Total		I Addl Container		J Franchise Fee		K Addl Container		L Total Rate		M Addl Container		N Frequency of Service						
	One Container	Container	One Container	Container	One Container	Container	One Container	Container	One Container	Container	One Container	Container	One Container	Container	One Container	Container	One Container	Container	One Container	Container	One Container	Container	One Container	Container	One Container	Container	One Container	Container			
30-GALLON CAN																															
Residential	\$13.04	\$1.98	\$0.14	\$0.14	14.73	2.24	\$12.35	\$27.08	\$14.59	2.68	\$190.00	\$14.59	\$27.08	\$14.59	1.44	0.21	\$29.97	\$16.03	\$29.97	\$16.03	1.44	0.21	\$29.97	\$16.03	1.44	0.21	\$29.97	\$16.03	1.44	0.21	Weekly
Sr. Citizen	\$26.09	\$1.78	\$0.28	\$0.28	29.48	2.01	\$24.70	\$54.18	\$26.71	5.36	\$190.00	\$26.71	\$54.18	\$26.71	2.64	0.42	\$59.95	\$29.35	\$59.95	\$29.35	2.64	0.42	\$59.95	\$29.35	2.64	0.42	\$59.95	\$29.35	2.64	0.42	2 Cans/Twice Weekly
40-GALLON CAN																															
Residential	\$12.59	\$0.14	\$0.14	\$0.14	14.23	0.16	\$16.47	\$30.69	\$16.63	3.04	\$190.00	\$16.63	\$30.69	\$16.63	1.64	0.24	\$33.96	\$18.27	\$33.96	\$18.27	1.64	0.24	\$33.96	\$18.27	1.64	0.24	\$33.96	\$18.27	1.64	0.24	Weekly
Sr. Citizen	\$25.20	\$0.28	\$0.28	\$0.28	28.47	0.32	\$32.93	\$61.41	\$33.25	6.07	\$190.00	\$33.25	\$61.41	\$33.25	3.29	0.47	\$67.95	\$36.54	\$67.95	\$36.54	3.29	0.47	\$67.95	\$36.54	3.29	0.47	\$67.95	\$36.54	3.29	0.47	2 Cans/Twice Weekly
Commercial	\$12.59	0.14	0.14	0.14	14.23	0.16	\$16.47	\$30.69	\$16.63	3.04	\$190.00	\$16.63	\$30.69	\$16.63	1.64	0.24	\$33.96	\$18.27	\$33.96	\$18.27	1.64	0.24	\$33.96	\$18.27	1.64	0.24	\$33.96	\$18.27	1.64	0.24	Weekly
Commercial	\$25.20	0.28	0.28	0.28	28.47	0.32	\$32.93	\$61.41	\$33.25	6.07	\$190.00	\$33.25	\$61.41	\$33.25	3.29	0.47	\$67.95	\$36.54	\$67.95	\$36.54	3.29	0.47	\$67.95	\$36.54	3.29	0.47	\$67.95	\$36.54	3.29	0.47	2 Cans/Twice Weekly
LARGE CONTAINERS																															
1.5 CY	\$110.49	30.02	30.02	30.02	124.85	33.92	\$124.74	\$249.59	\$158.66	24.68	\$190.00	\$158.66	\$249.59	\$158.66	15.69	1.92	\$276.19	\$174.35	\$276.19	\$174.35	15.69	1.92	\$276.19	\$174.35	15.69	1.92	\$276.19	\$174.35	15.69	1.92	1x per Week
2X Weekly	\$139.02	39.55	39.55	39.55	157.09	44.69	\$249.47	\$406.56	\$294.16	40.21	\$190.00	\$294.16	\$406.56	\$294.16	29.09	3.13	\$449.90	\$323.26	\$449.90	\$323.26	29.09	3.13	\$449.90	\$323.26	29.09	3.13	\$449.90	\$323.26	29.09	3.13	2x per Week
2.0 CY	\$96.53	27.33	27.33	27.33	109.08	30.88	\$166.31	\$275.39	\$197.20	27.24	\$190.00	\$197.20	\$275.39	\$197.20	19.50	2.12	\$304.75	\$216.70	\$304.75	\$216.70	19.50	2.12	\$304.75	\$216.70	19.50	2.12	\$304.75	\$216.70	19.50	2.12	1x per Week
2X Weekly	\$130.16	38.94	38.94	38.94	147.08	44.00	\$332.63	\$479.71	\$376.63	47.44	\$190.00	\$376.63	\$479.71	\$376.63	37.25	3.69	\$530.84	\$413.87	\$530.84	\$413.87	37.25	3.69	\$530.84	\$413.87	37.25	3.69	\$530.84	\$413.87	37.25	3.69	2x per Week
3.0 CY	\$89.19	27.09	27.09	27.09	100.78	30.62	\$249.47	\$350.25	\$280.09	34.64	\$190.00	\$280.09	\$350.25	\$280.09	27.70	2.69	\$387.59	\$307.79	\$387.59	\$307.79	27.70	2.69	\$387.59	\$307.79	27.70	2.69	\$387.59	\$307.79	27.70	2.69	1x per Week
2X Weekly	\$112.66	37.76	37.76	37.76	127.31	42.67	\$498.94	\$626.25	\$541.61	61.94	\$190.00	\$541.61	\$626.25	\$541.61	53.57	4.82	\$693.00	\$595.18	\$693.00	\$595.18	53.57	4.82	\$693.00	\$595.18	53.57	4.82	\$693.00	\$595.18	53.57	4.82	2x per Week
Blue Bag Recycling	16.72 per pick up																														
Curbside Recycling	\$ 13.05 per month																														
Special Services	6.99 per month																														
Side-yard service for long driveway	6.99 per month																														