

**THIRTEENTH AMENDMENT  
CONSOLIDATED SOLID WASTE COLLECTION  
FRANCHISE AGREEMENT FOR THE UNINCORPORATED FORTUNA/FERNDALE,  
HOLMES/REDCREST, WEOTT/MYERS FLAT AND GARBERVILLE AREAS OF  
HUMBOLDT COUNTY**

This Thirteenth Amendment to the Consolidated Solid Waste Collection Franchise Agreement for the Unincorporated Fortuna/Ferndale, Holmes/Redcrest, Weott/Myers Flat and Garberville Areas of Humboldt County dated April 26, 2011, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Recology Humboldt County, a California corporation, hereinafter referred to as "CONTRACTOR," shall be effective as of July 1, 2021.

**RECITALS**

WHEREAS, on April 26, 2011, COUNTY and CONTRACTOR entered into a Solid Waste Collection Franchise Agreement for the handling and disposal of solid waste and recyclables in the unincorporated Garberville area of Humboldt County ("Franchise Agreement"), for the period of July 1, 2011 to December 31, 2020; and

WHEREAS, COUNTY and CONTRACTOR subsequently amended the Franchise Agreement twelve (12) times, by amendments having effective dates of July 1, 2011, January 1, 2012, July 1, 2012, July 1, 2013, July 1, 2014, July 1, 2015, July 1, 2016, July 1, 2017, July 1, 2018, September 1, 2018, July 1, 2019, and July 1, 2020; and

WHEREAS, as part of the July 1, 2018 amendment, COUNTY and CONTRACTOR amended the Franchise Agreement to include the Fortuna/Ferndale, Holmes/Redcrest and Weott/Myers Flat franchise areas; and

WHEREAS, the Franchise Agreement and California 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 provision of curbside recycling services pursuant to the Franchise Agreement, such as annual index-based adjustments, changes in the franchise fee and/or the recycling percentage 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; and

WHEREAS, the parties acknowledge that CONTRACTOR inadvertently did not adjust rates under the Franchise Agreement to reflect the Maximum Service Rates approved by COUNTY effective July 1, 2020, but instead kept rates at the July 1, 2019 levels, resulting in lower rates to customers over the past year; and

WHEREAS, while CONTRACTOR does not intend to recover such lost revenue, when CONTRACTOR adjusts rates to reflect the Maximum Service Rates approved by COUNTY under this Amendment, customers will experience a larger increase than would otherwise be the case (2 years' of annual index adjustments occurring at once).

NOW THEREFORE, the parties mutually agree 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 version of Exhibit A – Maximum

Service Rates, which is 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 Thirteenth Amendment.

2. Except as modified herein, the Franchise Agreement dated April 26, 2011, as previously amended, shall remain in full force and effect. In the event of a conflict between the provisions of this Thirteenth Amendment and the original Franchise Agreement, or any prior amendments thereto, the provisions of this Thirteenth Amendment shall govern. Capitalized terms used, but not defined, herein shall have the meanings given to them in the Franchise Agreement.

[Signatures on Following Page]

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

**RECOLOGY HUMBOLDT COUNTY:**

By: DocuSigned by:  
Mark R. Lomele  
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Mark R. Lomele  
President and Chief Financial Officer

Date: 6/9/2021 | 7:56 AM PDT

By: DocuSigned by:  
Cary Chen  
00D89F27DA9F492...  
Cary Chen  
Corporate Secretary

Date: 6/8/2021 | 12:32 PM PDT

**COUNTY OF HUMBOLDT:**

By:   
Thomas K Mattson  
Franchise Contract Administrator

Date: 6/9/21

**INSURANCE CERTIFICATES APPROVED:**

By:   
Risk Management

Date: 06/28/2021

**LIST OF EXHIBITS:**

Exhibit A – Maximum Service Rates

Exhibit A  
Maximum Service Rates  
For the Unincorporated Fortuna/Ferndale, Holmes/Redcrest,  
Weott/Myers Flat and Garberville Areas of Humboldt County  
Effective as of July 1, 2021

*(see separate sheet(s) attached)*

**EXHIBIT A: GARBERVILLE, HOLMES, FORTUNA, FERNDAL, WEOTT, MYERS FLAT AREAS FRANCHISE RATES**

EFFECTIVE JULY 1, 2021

Based on Tipping Fee of: \$ 136.06 per ton  
 Based on RCY Processing Fee of: \$ 82.68 per ton

	1	2	3	4	5	6	7	8
TYPE OF SERVICE	LABOR	FUEL	NOS	COMBINED BASE RATE	DISPOSAL FEES	RCY & YW COSTS	COMBINED RATE	FREQUENCY OF SERVICE
	One cont.	One cont.	One cont.	One cont.	Actual	One cont.	One cont.	

**TABLE 1 Residential and Commercial Cart Rates**

20 Gallon Cart	\$9.25	\$0.74	\$5.40	\$15.39	\$6.48	\$1.09	<b>\$22.96</b> Weekly
30 Gallon Cart	\$13.75	\$1.08	\$8.00	\$22.83	\$9.72	\$1.63	<b>\$34.18</b> Weekly
40 Gallon Cart	\$17.56	\$1.37	\$10.08	\$29.01	\$12.96	\$2.10	<b>\$44.07</b> Weekly
64 Gallon Cart	\$21.40	\$1.51	\$11.22	\$34.13	\$20.73	\$2.74	<b>\$57.60</b> Weekly
96 Gallon Toter	\$27.87	\$1.90	\$14.15	\$43.92	\$29.16	\$3.65	<b>\$76.73</b> Weekly
OCCASIONAL 30 Gal.	\$4.53	\$0.42	\$3.02	\$7.97	\$2.24	\$0.51	<b>\$10.72</b> Per pick-up
20 Gallon Senior Rate	\$4.85	\$0.39	\$2.83	\$8.07	\$6.48	\$0.73	<b>\$15.67</b> Weekly

**TABLE 2 Commercial Bin Rates**

1.0 CY, 1 time per week	\$50.11	\$3.04	\$22.61	\$75.76	\$65.44	\$7.06	<b>\$148.26</b> Weekly
2.0 CY, 1 time per week	\$100.56	\$6.12	\$45.45	\$152.13	\$130.88	\$14.14	<b>\$297.15</b> Weekly
3.0 CY, 1 time per week	\$136.57	\$7.78	\$57.83	\$202.18	\$196.32	\$19.92	<b>\$418.42</b> Weekly
4.0 CY, 1 time per week	\$172.54	\$9.44	\$70.15	\$252.13	\$261.75	\$25.68	<b>\$539.56</b> Weekly
6.0 CY, 1 time per week	\$251.55	\$13.45	\$99.94	\$364.94	\$392.63	\$37.86	<b>\$795.43</b> Weekly
1.5 CY, 1 time per week	\$70.52	\$4.58	\$34.03	\$109.13	\$98.16	\$10.36	<b>\$217.65</b> Weekly

**TABLE 3 Debris Box per Load Rates**

4 CY	\$51.76	\$15.95	\$11.50	\$79.21	\$65.44	\$7.23	<b>\$151.88</b> Per Pickup to 0.50 T
15 CY	\$248.13	\$17.72	\$131.53	\$397.38	\$226.52	\$31.18	<b>\$655.08</b> Per Pickup to 1.515 T
20 CY	\$277.49	\$18.33	\$136.09	\$431.91	\$302.02	\$36.68	<b>\$770.61</b> Per Pickup to 2.02 T
30 CY	\$368.92	\$22.80	\$199.38	\$591.10	\$453.03	\$52.18	<b>\$1,096.31</b> Per Pickup to 3.03 T
40 CY	\$460.35	\$27.27	\$202.46	\$690.08	\$604.05	\$64.67	<b>\$1,358.80</b> Per Pickup to 4.04 T
Over-weight Charge					\$149.52		<b>\$149.52</b> Per Ton over Limit
Compactor Rate (per Haul)	\$111.09	\$7.13	\$52.96	\$171.18	Disposal billed separately		\$171.18 Disposal billed separat

**EXHIBIT A: GARBERVILLE, HOLMES, FORTUNA, FERNDAL, WEOTT, MYERS FLAT AREAS FRANCHISE RATES**  
EFFECTIVE JULY 1, 2021

**TABLE 4 CONTAINER RENTAL COSTS**

	<u>Previous Rates</u>		<u>New Rates</u>	
	<u>Monthly</u>	<u>Weekly</u>	<u>Monthly</u>	<u>Weekly</u>
1 YARD	\$20.39	\$7.61	\$20.81	\$7.77
2 YARD	\$25.51	\$7.61	\$26.03	\$7.77
3 YARD	\$25.51	\$7.61	\$26.03	\$7.77
4 YARD	\$30.67	\$7.61	\$31.30	\$7.77
6 YARD	\$35.67	\$7.61	\$36.40	\$7.77
15 YARD	\$38.23	\$20.39	\$39.01	\$20.81
20 YARD	\$50.99	\$25.51	\$52.04	\$26.03
40 YARD	\$50.99	\$25.51	\$52.04	\$26.03

**TABLE 5 CHARGES FOR SPECIAL SERVICES**

PER HOUR FOR ONE (1) MAN AND ONE (1) TRUCK:		<b>\$59.71</b>	
	OR		
PER CUBIC YARD PICKUP:	1.0 YD:	<b>\$34.88</b>	PER YD, WHICH EVER IS GREATER
		<b>\$0.00</b>	BASE, + <b>\$0.99</b>
REINSTATEMENT OF SERVICE		<b>\$25.00</b>	
SPECIAL COLLECTION AFTER IMPROPER SET-OUT		<b>\$49.33</b>	
SPECIAL SERVICE FOR BULKY ITEMS & APPLIANCES:			
		<b>\$63.61</b>	PER STOP, PLUS "PASS-THROUGH" COST OF DISPOSAL OR RECYCLING

**TABLE 5 RECYCLING SERVICE \$5.61 per month**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/2/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Beecher Carlson Insurance Services 21650 Oxnard Street, Suite 1600 Woodland Hills, CA 91367  www.beechercarlson.com	CONTACT NAME:	Beecher Carlson Insurance Services		
	PHONE (A/C, No, Ext):	818-598-4200	FAX (A/C, No):	770-870-3043
INSURED Recology Eel River 965 Riverwalk Drive Fortuna CA 95540	E-MAIL ADDRESS:			
	INSURER(S) AFFORDING COVERAGE			NAIC #
	INSURER A:	ACE American Insurance Company		22667
	INSURER B:	Indemnity Insurance Company of North America		43575
	INSURER C:	Indian Harbor Insurance Company		36940
	INSURER D:	XL Specialty Insurance Company		37885
	INSURER E:	Lloyd's of London (Hiscox)		N/A
	INSURER F:			

**COVERAGES**

CERTIFICATE NUMBER: 57977802

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR: \$500,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		XSL G27630339	10/1/2020	10/1/2021	EACH OCCURRENCE	\$ 1,500,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,500,000
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$ 1,500,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY			SCA H08873343 Limit: \$500,000	10/1/2020	10/1/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
A				XSA H08873227 Limit: \$1.5M xs \$500k	10/1/2020	10/1/2021	BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							Auto Physical Damage	\$ Self Insured
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			RES5000612	10/1/2020	10/1/2021	EACH OCCURRENCE	\$ 3,000,000
							AGGREGATE	\$ 3,000,000
								\$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	RWE5000442-06  SIR: \$2,000,000	10/1/2021	10/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 2,000,000
E	Umbrella Liability			PN1900870	10/1/2020	10/1/2021	Per Occ./Aggregate	\$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

If additional insured (ADDL INSR) and/or subrogation waived (SUBR WVD) boxes are checked, applicable blanket policy endorsements apply in favor of the DESIGNATED ENTITY where required by written contract, but only as respects liability arising out of work performed by or on behalf of the insured. Additional Condition(s) as required by written contract: Primary/Non-Contributory status (GL). NOTE: Policy provisions include 30 days notice of cancellation (10 days for non-payment of premium) to DESIGNATED ENTITY. See ADDITIONAL REMARKS SCHEDULE for schedule of contracts. DESIGNATED ENTITY: County of Humboldt, its officers, officials, employees, and volunteers

**CERTIFICATE HOLDER****CANCELLATION**

County of Humboldt Attn: Contract Administrator 1106 Second Street Eureka CA 95501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  Pam Brooskin <i>Pam Brooskin</i>

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ACORD 25 (2016/03)

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**ADDITIONAL REMARKS SCHEDULE**

AGENCY Beecher Carlson Insurance Services		NAMED INSURED Recology Eel River 965 Riverwalk Drive Fortuna CA 95540	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25      **FORM TITLE:** Certificate of Liability (03/16)

**HOLDER:** County of Humboldt Attn: Contract Administrator

**ADDRESS:** 1106 Second Street Eureka CA 95501

SCHEDULE OF CONTRACTS :

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SOLID WASTE COLLECTION FRANCHISE AGREEMENT FOR :

- FERNDALE AND FORTUNA AREAS OF HUMBOLDT COUNTY
- WEOTT-MYERS FLAT AREAS OF HUMBOLDT COUNTY
- WILLOW CREEK AREA OF HUMBOLDT COUNTY
- REDWAY TRANSFER STATION
- SEVEN SOUTHERN SOLID WASTE CONTAINER SITES