

**FIFTH AMENDMENT TO FRANCHISE AGREEMENT
FOR FORTUNA AND FERNDALÉ AREAS OF THE COUNTY OF HUMBOLDT**

This is an amendment to the Agreement entered into on October 14, 2008 executed by and between the County of Humboldt hereinafter called "COUNTY" and Eel River Disposal and Recovery, Inc.(CONTRACTOR). The effective date of this Amendment is July 1, 2013.

RECITALS

WHEREAS, COUNTY and CONTRACTOR have entered into an Agreement on October 14, 2008 for the handling and disposal of solid waste which is set to expire on June 30, 2018; and

WHEREAS, the Agreement and State law allow for the adjustment of rates charged by CONTRACTOR for the handling of solid waste and provision of curbside recycling services pursuant to said Agreement, as well as annual index-based adjustments, changes in the franchise fee and/or the recycling percentage, changes in disposal and/or processing costs; and

WHEREAS, the COUNTY desires to incorporate a provision for the payment of franchise fees and county wide fees by CONTRACTOR resulting from collection and disposal of solid waste by an entity other than the CONTRACTOR; and,

WHEREAS, the parties have agreed to amend the Agreement to adjust rates and incorporate a provision for the payment of franchise fees and county wide fees resulting from collection and disposal of solid waste by an entity other than the CONTRACTOR.

NOW, THEREFORE, IT IS AGREED as follows:

1. The rates which may be charged by CONTRACTOR pursuant to Section 15 of the above-referenced Franchise Agreement shall be as shown in Exhibit A attached hereto and incorporated by reference, and such Exhibit A shall supersede and replace prior Exhibit A of the Franchise Agreement, effective July 1, 2013.
2. Section 10.D entitled Payment of Franchise Fee and Countywide Fees Resulting from Collection and Disposal of Solid Waste by An Entity Other than the Franchise Holder is added to the Agreement as follows:

"10.D Payment of Franchise Fee and Countywide Fees Resulting from Collection and Disposal of Solid Waste by An Entity Other than the Franchise Holder: Should CONTRACTOR grant permission to any entity to collect and transport solid waste on its behalf for whatever reason, CONTRACTOR shall inform COUNTY in writing by providing the date, location and estimated tonnage of solid waste that will be collected. CONTRACTOR shall be responsible for calculating and remitting to COUNTY the franchise fee and countywide program fees associated with the load. COUNTY shall be responsible for remitting the countywide program fees to Humboldt Waste Management Authority. CONTRACTOR shall not grant permission to any entity that does not have a franchise or permit from the COUNTY for the collection, transporting or disposal of solid waste."

3. Except as modified herein or by prior amendments, the October 14, 2008 Agreement shall remain in full force and effect. In the event of a conflict between the provisions of this amendment and the original agreement, or any amendments thereto previously executed, the provisions of this amendment shall govern.

[signatures on following page]

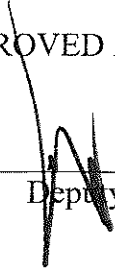
IN WITNESS WHEREOF, the parties hereto have executed this amendment on the date set forth above.

COUNTY OF HUMBOLDT

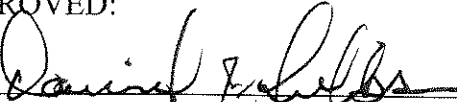

Chair, County Board of Supervisors

Attest: 
Clerk of the Board of Supervisors

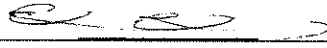
APPROVED AS TO FORM:

BY: 
Deputy County Counsel


INSURANCE certificates reviewed and APPROVED:

BY: 
Risk Manager

EEL RIVER DISPOSAL & RESOURCE RECOVERY, INC.

BY: 

TITLE: Harry A. Hardin, President

BY: 

TITLE: Harry A. Hardin, Secretary

EXHIBIT A: FORTUNA/FERNDALE AREA FRANCHISE RATES
EFFECTIVE JULY 1, 2013

A Type of Service	B Last Year Base Rate		C Base Rate		D Current Year Base Rate		E Fuel Adj. 0.027616	F Sub-Total	G Disposal \$	H Sub-Total	I Franchise Fee %	J Total Rate	K Frequency of Service
	Base Rate	Fuel	Base Rate	Fuel	CPI Adj.* 0.018837	Fuel Adj. 0.027616							

TABLE 1

20 Gallon Can	\$ 7.80	\$ 2.35	\$ 7.94	\$ 2.41	\$ 10.35	\$ 5.21	\$ 15.56	\$ 1.54	\$ 17.10	Weekly
32 Gallon Can	\$ 11.76	\$ 3.54	\$ 11.98	\$ 3.64	\$ 15.62	\$ 7.81	\$ 23.43	\$ 2.32	\$ 25.75	Weekly
45 Gallon Can	\$ 13.71	\$ 4.74	\$ 13.96	\$ 4.88	\$ 18.84	\$ 11.72	\$ 30.56	\$ 3.02	\$ 33.58	Weekly
OCCASIONAL 30 Gal.	\$ 3.61	\$ 1.09	\$ 3.67	\$ 1.12	\$ 4.80	\$ 1.80	\$ 6.60	\$ 0.65	\$ 7.25	Per pick-up
Single-Stream Recycling	\$ 4.15	\$ 3.54	\$ 4.23	\$ 3.64	\$ 7.87			\$	\$ 7.87	Bi-weekly pick-up

TABLE 2

LARGE CONTAINERS - Monthly Service

1.0 CY	\$ 27.81	\$ 8.38	\$ 28.33	\$ 8.62	\$ 36.95	\$ 52.59	\$ 89.54	\$ 8.86	\$ 98.40	Once per week
1.0 CY	\$ 55.49	\$ 16.72	\$ 56.53	\$ 17.18	\$ 73.72	\$ 105.18	\$ 178.90	\$ 17.69	\$ 196.59	Twice per week
1.5 CY	\$ 41.62	\$ 12.54	\$ 42.40	\$ 12.89	\$ 55.29	\$ 78.89	\$ 134.17	\$ 13.27	\$ 147.44	Once per week
1.5 CY	\$ 83.14	\$ 25.06	\$ 84.71	\$ 25.75	\$ 110.46	\$ 157.77	\$ 268.23	\$ 26.53	\$ 294.76	Twice per week
2.0 CY	\$ 50.64	\$ 15.26	\$ 51.60	\$ 15.68	\$ 67.28	\$ 105.18	\$ 172.46	\$ 17.06	\$ 189.51	Once per week
2.0 CY	\$ 101.08	\$ 30.46	\$ 102.98	\$ 31.30	\$ 134.28	\$ 210.36	\$ 344.64	\$ 34.09	\$ 378.73	Twice per week
3.0 CY	\$ 68.54	\$ 20.66	\$ 69.83	\$ 21.23	\$ 91.06	\$ 157.77	\$ 248.83	\$ 24.61	\$ 273.44	Once per week
3.0 CY	\$ 137.04	\$ 41.29	\$ 139.62	\$ 42.43	\$ 182.06	\$ 315.54	\$ 497.60	\$ 49.21	\$ 546.81	Twice per week
4.0 CY	\$ 86.53	\$ 26.08	\$ 88.16	\$ 26.80	\$ 114.97	\$ 210.36	\$ 325.33	\$ 32.18	\$ 357.50	Once per week
4.0 CY	\$ 172.97	\$ 52.13	\$ 176.22	\$ 53.57	\$ 229.79	\$ 420.72	\$ 650.51	\$ 64.34	\$ 714.85	Twice per week
6.0 CY	\$ 86.62	\$ 26.11	\$ 88.25	\$ 26.83	\$ 115.07	\$ 315.54	\$ 430.61	\$ 42.59	\$ 473.20	Once per week
6.0 CY	\$ 172.97	\$ 52.13	\$ 176.22	\$ 53.57	\$ 229.79	\$ 631.08	\$ 860.87	\$ 85.14	\$ 946.01	Twice per week
8.0 CY	\$ 86.62	\$ 26.11	\$ 88.25	\$ 26.83	\$ 115.07	\$ 420.72	\$ 535.79	\$ 52.99	\$ 588.78	Once per week
8.0 CY	\$ 172.97	\$ 52.13	\$ 176.22	\$ 53.57	\$ 229.79	\$ 841.44	\$ 1,071.23	\$ 105.95	\$ 1,177.18	Twice per week

LARGE CONTAINERS - Per Pick-up rates for one container for 7-day rental

20 YD	\$ 259.40	\$ 78.18	\$ 264.28	\$ 80.33	\$ 344.62	\$ 242.72	\$ 587.34	\$ 58.09	\$ 645.43
40 YD	\$ 370.62	\$ 111.69	\$ 377.60	\$ 114.77	\$ 492.37	\$ 485.45	\$ 977.82	\$ 96.71	\$ 1,074.53

TABLE 3

CONTAINER RENTAL RATES

	Prior Year Base Rate		Current Year Rate	
	Monthly	Daily	Monthly	Daily
1 YARD	\$ 38.77	\$ 18.83	\$ 39.53	\$ 19.19
1.5 YARD	\$ 38.77	\$ 20.16	\$ 39.53	\$ 20.55
2 YARD	\$ 46.38	\$ 21.57	\$ 47.28	\$ 21.99
3 YARD	\$ 51.75	\$ 22.62	\$ 52.76	\$ 23.05
4 YARD	\$ 51.75	\$ 23.96	\$ 52.76	\$ 24.43
6 YARD	\$ 64.57	\$ 25.39	\$ 65.82	\$ 25.89
8 YARD	\$ 64.57	\$ 25.39	\$ 65.82	\$ 25.89

CPI Adj. **
0.0194367

*CPI less energy
**CPI