

**AMENDMENT #4 TO FRANCHISE AGREEMENT  
FOR AREAS OF HUMBOLDT COUNTY (EUREKA AREA)**

This is an amendment to the Franchise Agreement entered into on April 26, 2011 executed by and between the County of Humboldt (COUNTY) and Recology Humboldt County (CONTRACTOR). The parties entered into this amendment on June 25, 2013, and the effective date of this amendment is July 1, 2013.

**RECITALS**

WHEREAS, COUNTY and CONTRACTOR have entered into an Amended and Restated Solid Waste Collection Franchise Agreement dated April 26, 2011 for the handling of solid waste and recyclables in the above-mentioned area (the "Franchise Agreement"), which agreement took effect on January 1, 2011 and is set to expire on December 31, 2020; and

WHEREAS, COUNTY and CONTRACTOR subsequently amended the Franchise Agreement three times, with two of the amendments having an effective date of July 1, 2011, and the third having an effective date of July 1, 2012; and

WHEREAS, the Franchise Agreement and state law allow for the adjustment of the Maximum Service Rates to which the rates charged by CONTRACTOR (such as annual index-based adjustments, changes in the franchise fee and/or the recycling percentage set forth in the Franchise Agreement, and changes to disposal and/or processing costs) pursuant to said agreement are subject; and

WHEREAS, the COUNTY desires to amend the Franchise Agreement to add bulky item and green waste service, and 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 Franchise Agreement to adjust the Maximum Service Rates, to provide for bulky item and green waste service, and to 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 Maximum Service Rates which may be charged by CONTRACTOR pursuant to Section 14 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 5.A(4), entitled Green Waste Services, is added to the Franchise Agreement as follows:

**“5.A(4) Green Waste**

- a. **Frequency.** CONTRACTOR shall offer curbside collection of Green Waste to all customers who subscribe for solid waste service. Such service shall be by subscription at a rate per container established by CONTRACTOR not exceeding the applicable Maximum Service Rate set forth on Exhibit A. Such collection shall occur every week, or on an alternative regular schedule mutually agreed by the Franchise Contract Administrator and CONTRACTOR. Collection of Green Waste can occur on the same day as collection of Franchise Solid Waste or Targeted Recyclables. For avoidance of doubt, the term Green Waste does not include Food Waste.
- b. **Containers.** CONTRACTOR shall provide customers who subscribe for Green Waste service with one or more 96-gallon containers into which such customers may place Green Waste. The number of such containers provided shall be the number subscribed for by the customer.
- c. **Designated Facility.** All Green Waste collected by CONTRACTOR pursuant to this Agreement shall be transported for processing to a facility designated by COUNTY (the “Designated Green Waste Facility”), as may be changed from time to time in accordance with Section 11.C. As of July 1, 2013, COUNTY has designated the Humboldt Waste Management Authority Eureka Transfer Station, located at 1059 West Hawthorne Street, Eureka, California, as the Designated Green Waste Facility.
- d. **Conforming Changes.** The provisions relating to Targeted Recyclables and the Designated Recycling Facility set forth in the following sections of this Agreement shall apply to Green Waste and the Designated Green Waste Facility, with the necessary modifications: 6 (Obligations of Customers), 4.B(2)(c)(iii) (Quarterly and Annual Reporting), 5.B(2)(c) (Non-Collection), 8.B (Hazardous Substance Indemnification), and 11.C (Change of Designated Facilities).”

3. Section 5.A(5), entitled Bulky Items, is added to the Franchise Agreement as follows:

**“5.A(5) Bulky Items**

- a. **Frequency.** CONTRACTOR shall offer curbside collection of Bulky Items to all residential customers who subscribe for solid waste service. Each residential customer shall be entitled to two (2) Bulky Item collection events per calendar year at no additional charge. Additional Bulky Item collection events shall be treated as special services and billed at a rate shall not exceeding the applicable Maximum Service Rate set forth on Exhibit A.

- b. **Scheduling.** Residential customers must schedule Bulky Item collections with CONTRACTOR's customer service representatives at least seven (7) days before the desired collection date. The collection date shall be as agreed by CONTRACTOR and the customer, and may be the same day as collection of Franchise Solid Waste, Targeted Recyclables or Green Waste.
- c. **Materials.** For each Bulky Item collection event, CONTRACTOR shall collect up to two (2) cubic yards of material. CONTRACTOR may reject any item placed for collection as Bulky Item that does not conform to the definition of Bulky Item. CONTRACTOR shall use reasonable efforts to divert collected Bulky Items that are recyclable or compostable. CONTRACTOR shall deliver collected Bulky Items to the Designated Recycling Facility, the Designated Green Waste Facility, or the Designated Disposal Facility, as applicable.
- d. **Definition.** "Bulky Items" means Franchise Solid Waste that is too large to be placed in the residential customer's subscribed-for Franchise Solid Waste container, and *includes* without limitation computers and other electronic waste, large household appliances, furniture, tires, carpets, mattresses, and similar large items that require special handling due to their size, but *excludes* liquids and sludges, materials which exceed six (6) feet in length, commercial-sized refrigerators and freezers, construction and demolition debris, and any individual item that weighs more than seventy-five (75) pounds (excluding major appliances).

- 4. The fourth sentence of Section 10.A of the Franchise Agreement is amended to increase the Recycling Percentage to 15.4%, such that it reads in its entirety as follows:

*"The "Recycling Percentage" shall initially be eight percent (8%), but effective as of July 1, 2013 shall be 15.4%."*

- 5. Section 10.E, 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 Franchise Agreement as follows:

**"10.E 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."

6. Section 13.B, entitled Right of First Refusal for Green Waste Program, is deleted in its entirety from the Franchise Agreement.
7. Section 14.B(2)(d) is amended to read in its entirety as follows:

“d. Recycling *and New Program* Costs. The Recycling Costs *and New Programs* components of each Maximum Service Rate shall be adjusted by the percentage change in the Base Cost after giving effect to any changes in its constituent components.”
8. Section 14.C(2)(d) is amended to read in its entirety as follows:

“d. The number of CONTRACTOR’s residential recycling customers in the Franchise Area exceeds 4,000 and CONTRACTOR is reasonably required to establish a new route in order to provide services to residential recycling customers in accordance with this Agreement;
9. Section 14.C(2)(g) and (h) are added to the Franchise Agreement as follows:

“g. The number of CONTRACTOR’s Green Waste customers in the Franchise Area exceeds 1,200 and CONTRACTOR is reasonably required to establish a new route in order to provide services to residential Green Waste customers in accordance with this Agreement;

h. Participation in CONTRACTOR’s Bulky Item pickup program exceeds 800 pickups per year.”
10. Except as modified herein or by prior amendments, the Franchise 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. Capitalized terms used but not defined herein shall have the meanings given to them in the Franchise Agreement.

*[Remainder of this page intentionally left blank]*

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

**COUNTY OF HUMBOLDT**

*Rep Bohm*  
Chair, County Board of Supervisors

Attest:

*Tracy D'Amico*  
Clerk of the Board of Supervisors

APPROVED AS TO FORM:

BY: *[Signature]*  
Deputy County Counsel

INSURANCE CERTIFICATES  
REVIEWED AND APPROVED:

BY: *[Signature]*  
Risk Manager

**RECOLOGY HUMBOLDT COUNTY**

BY: *[Signature]*  
President & CEO

BY: *[Signature]*  
Corporate Secretary





