

FIFTH AMENDMENT TO AMENDED AND RESTATED SOLID WASTE COLLECTION FRANCHISE AGREEMENT FOR AREAS OF HUMBOLDT COUNTY (EUREKA AREA)

This the Fifth Amendment to the Amended and Restated Solid Waste Collection Franchise Agreement dated April 26, 2011, executed by and between the County of Humboldt, hereinafter referred to as "COUNTY," and Recology Humboldt County, a California corporation, hereinafter referred to as "CONTRACTOR," is entered into, and shall be effective as of, July 1, 2014.

RECITALS

WHEREAS, on April 26, 2011, COUNTY and CONTRACTOR entered into an Amended and Restated Solid Waste Collection Franchise Agreement for the handling and disposal of solid waste, recyclables, bulky items and green waste in the Eureka area of Humboldt County ("Franchise Agreement"), for the period of January 1, 2011 to December 31, 2020; and

WHEREAS, COUNTY and CONTRACTOR subsequently amended the Franchise Agreement four times, with the first two amendments having an effective date of July 1, 2011, the third having an effective date of July 1, 2012 and the fourth having an effective date of July 1, 2013; 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 of solid waste, provision of curbside recycling and bulky item and green waste services pursuant to the Franchise Agreement, (such 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 parties desire to amend the Franchise Agreement in order to adjust the Maximum Service Rates charged by 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 Franchise Agreement shall be as shown in Exhibit A – Eureka Area Franchise 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.
2. 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 Fifth Amendment and the original Franchise Agreement, or any prior amendments thereto, the provisions of this Fifth 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 executed this Fifth Amendment on the date set forth above.

COUNTY OF HUMBOLDT

By: 
Contract Administrator

Date: 8/18/14

APPROVED AS TO FORM:

By: 
Deputy County Counsel

Date: 8/22/14

INSURANCE CERTIFICATES APPROVED:

By: 
Risk Analyst

Date: 8/25/14

RECOLOGY HUMBOLDT COUNTY

By: 
President & CEO

Date: _____

By: 
Chief Financial Officer

Date: _____

EXHIBIT A: EUREKA AREA FRANCHISE RATES
EFFECTIVE JULY 1, 2014

Based on Tip Fee/Ton at HWMA TS of: \$128.79
Based on Recycling Processing Fee/Ton: \$0.00
Based on Greenwaste/Ton at HWMA TS of: \$49.00

TYPE OF SERVICE	1 /mo./cont.	2 PR YR BASE RATE	3 Rate Adj.	4 LABOR	5	6 FUEL	7	8 NOS	9	10 RECYCLING COSTS	11	12 CURRENT BASE RATE	13 DISPOSAL FEES	14	15	16 COMBINED NEW RATE	17	18 FREQUENCY OF SERVICE

(TABLE 2; CONTINUED)

LARGE CONTAINERS		Per Pick up rates for one container																	
15 YD	\$301.84	\$103.56	\$0.00	\$13.38	\$0.00	\$119.98	\$0.00	\$0.00	70.20	\$0.00	\$07.13	\$209.43	\$516.56	Per pick up to 1,515 Tons					
18 YD	\$319.91	\$107.64	\$0.00	\$13.93	\$0.00	\$125.13	\$0.00	\$0.00	78.81	\$0.00	\$25.51	\$251.31	\$576.82	Per pick up to 1,818 Tons					
20 YD	\$331.94	\$110.32	\$0.00	\$14.31	\$0.00	\$128.56	\$0.00	\$0.00	84.56	\$0.00	\$37.75	\$279.25	\$617.00	Per pick up to 2,019 Tons					
30 YD	\$391.98	\$120.78	\$0.00	\$15.85	\$0.00	\$142.37	\$0.00	\$0.00	119.84	\$0.00	\$88.84	\$418.88	\$817.70	Per pick up to 4,039 Tons					
40 YD	\$452.27	\$136.76	\$0.00	\$18.05	\$0.00	\$162.28	\$0.00	\$0.00	143.11	\$0.00	\$160.19	\$558.48	\$1,016.58	Per pick up to 4,039 Tons					
												\$138.24	per ton for overweight						

TABLE 3 CONTAINER RENTAL RATES

PR YR BASE RATE	Monthly	Daily	CURRENT BASE RATE	Monthly	Daily
1 YARD	\$27.49	N/A	\$27.98	N/A	
1.5 YARD	\$27.49	N/A	\$27.98	N/A	
2 YARD	\$27.49	N/A	\$27.98	N/A	
2.5 YARD	\$27.49	N/A	\$27.98	N/A	
3 YARD	\$27.49	N/A	\$27.98	N/A	
4 YARD	\$27.49	N/A	\$27.98	N/A	
5 YARD	\$27.49	N/A	\$27.98	N/A	
6 YARD	\$27.49	N/A	\$27.98	N/A	
7 YARD	\$27.49	N/A	\$27.98	N/A	
15 YARD	\$172.60	\$24.49	\$175.66	\$24.92	
20 YARD	\$172.60	\$24.49	\$175.66	\$24.92	
40 YARD	\$172.60	\$24.49	\$175.66	\$24.92	

TABLE 4 CHARGES FOR SPECIAL SERVICES

PER HOUR FOR ONE (1) MAN AND ONE (1) TRUCK:	\$98.51
OR	\$32.33 WHICH EVER IS GREATER
PER CUBIC YARD PICKUP	\$9.75 BASE + \$13.96 Disposal
OCCASIONAL USE CONTAINERS:	\$34.82 TO DELIVER TO SITE, PLUS \$24.90 BASE, + \$13.96 DISPOSAL
REINSTATEMENT OF SERVICE	\$25.00
SPECIAL COLLECTION AFTER IMPROPER SET-OUT	\$25.00
SENIOR SERVICE RATE	\$12.00

SPECIAL SERVICE FOR BULKY ITEMS & APPLIANCES:

\$90.04 PER STOP, PLUS "PASS-THROUGH" COST OF DISPOSAL OR RECYCLING

TABLE 5

RECYCLING SERVICE	Weekly	\$4.00	per month
GREEN WASTE SERVICE	Weekly	\$4.00	per month



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/30/2013

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 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 21700 Oxnard Street, Suite 1800 Woodland Hills, CA 91367		CONTACT NAME: Beecher Carlson Insurance Services PHONE (A/C, No, Ext): 818-598-4200 FAX (A/C, No): 818-598-5800 E-MAIL ADDRESS:	
www.beechercarlson.com INSURED Recology Humboldt County 949 West Hawthorne Eureka CA 95501		INSURER(S) AFFORDING COVERAGE INSURER A: ACE American Insurance Company NAIC # 22667 INSURER B: Lexington Insurance Company 19437 INSURER C: XL Specialty Insurance Company 37885 INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 17907889

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	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR: \$500,000 GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		<input checked="" type="checkbox"/>	XSL G25840276	10/1/2013	10/1/2014	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
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> SIR: \$500,000 <input checked="" type="checkbox"/> Auto PD: Self Insured			XSA H08685083	10/1/2013	10/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			065463216	10/1/2013	10/1/2014	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	RWE5000345 01 (includes WA Stop Gap) SIR: \$1,000,000	10/1/2013	10/1/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, 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.
 Location: Eureka Area Franchise

DESIGNATED ENTITY: Certificate Holder

CERTIFICATE HOLDER

County of Humboldt
 Attn: Risk Manager
 1106 Second Street
 Eureka CA 95501-0579

CANCELLATION

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

(WDHLS) Pam Brooskin

Pam Brooskin

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ACORD 25 (2010/05)

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CONTINUATION CERTIFICATE

The Travelers Casualty and Surety Company of America (hereinafter called the Surety) hereby continues in force its Bond No. 104624956 in the sum of Fifty Thousand Dollars and 00/100 (\$50,000.00) Dollars, on behalf of Recology Humboldt County in favor of Humboldt County subject to all the conditions and terms thereof through January 30, 2015 at location of risk.

This Continuation is executed upon the express condition that the Surety's liability shall not be cumulative and shall be limited at all times by the amount of the penalty stated in the bond.

IN WITNESS WHEREOF, the Surety has caused this instrument to be signed by its duly authorized Attorney-in-Fact and its corporate seal to be hereto affixed this 20th day of December, 2013.

Travelers Casualty and Surety Company of America
Surety

By: 

Jennifer J. McComb Attorney-in-Fact



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 225413

Certificate No. 005418092

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

James I. Moore, Stephen T. Kazmer, Bonnie Kruse, Peggy Faust, Dawn L. Morgan, Kelly A. Gardner, Jennifer J. McComb, Elaine Marcus, Melissa A. Schmidt, Tariese M. Pisciotto, Mary Beth Peterson, and Donna Whalen

of the City of Westmont, State of Illinois, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 20th day of March, 2013.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 20th day of March, 2013, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public