

**SECOND AMENDMENT TO SOLID WASTE COLLECTION FRANCHISE AGREEMENT
FOR THE WILLOW CREEK AREA OF HUMBOLDT COUNTY**

This the Second Amendment to the Solid Waste Collection Franchise Agreement 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 Eel River Disposal and Resource Recovery, Inc., hereinafter referred to as "CONTRACTOR," is entered into, and shall be effective as of July 1, 2015.

RECITALS

WHEREAS, on June 13, 2014, COUNTY and CONTRACTOR entered into a Solid Waste Collection Franchise Agreement for the handling and disposal of solid waste and recyclables in the Willow Creek area of Humboldt County ("Franchise Agreement"), 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 Willow Creek franchise area; 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 parties desire to amend the Franchise Agreement to adjust the rates charged by CONTRACTOR, and CONTRACTOR's assignee, for the handling of solid waste 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 Exhibit B and C - Franchise 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.
2. Except as modified herein, the Franchise Agreement shall remain in full force and effect. In the event of a conflict between the provisions of this Second Amendment and the original Franchise Agreement, the provisions of this Second Amendment shall govern.

[signatures on following page]

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

COUNTY OF HUMBOLDT

By: 
Franchise Contract Administrator

Date: 6/4/15

APPROVED AS TO FORM:

By: 
Deputy County Counsel

Date: 6/9/15

INSURANCE CERTIFICATES APPROVED:

By: 
Risk Analyst

Date: 6/10/15

EEL RIVER DISPOSAL & RESOURCE RECOVERY, INC.

By: 
Harry A. Hardin, President

Date: 6-1-15

By: 
Karen Smith, Secretary

Date: 6-1-15

Exhibit B: Eel River Disposal & Resource Recovery, Inc. (Willow Creek)
Effective July 1, 2015

TYPE OF SERVICE	PRIOR YEAR		CURR YEAR		DISPOSAL	190.00	SUB-TL	9%		COMBINED NEW RATE	Frequency of Service			
	BASE RATE		BASE RATE					FRANCHISE FEE	Add cont.			Add cont.	One cont.	Add cont.
	One cont.	Add Cont.	One cont.	Add cont.										
CPI -0.0065														
RESIDENTIAL/SENIOR/COMMERCIAL														
30 Gallon can	\$ 11.88	\$ 5.34	\$ 11.80	\$ 5.31	\$ 12.35	\$ 12.35	\$ 24.15	\$ 17.66	\$ 2.39	\$ 1.75	\$ 26.54	19.41 1x per week		
	\$ 23.75	\$ 10.68	\$ 23.60	\$ 10.61	\$ 24.70	\$ 24.70	\$ 48.30	\$ 35.31	\$ 4.78	\$ 3.49	\$ 53.07	38.82 2x per week		
40 Gallon can	\$ 11.45	\$ 4.94	\$ 11.38	\$ 4.91	\$ 16.47	\$ 16.47	\$ 27.84	\$ 21.37	\$ 2.75	\$ 2.11	\$ 30.60	23.49 1x per week		
	\$ 22.92	\$ 9.88	\$ 22.77	\$ 9.82	\$ 32.93	\$ 32.93	\$ 55.71	\$ 42.75	\$ 5.51	\$ 4.23	\$ 61.22	46.98 2x per week		
LARGE CONTAINERS														
Monthly service, including bin rental														
1.5 Yard	\$ 92.34	\$ 77.74	\$ 91.74	\$ 77.24	\$ 124.74	\$ 124.74	\$ 216.48	\$ 201.97	\$ 21.41	\$ 19.98	\$ 237.89	221.96 1x per week		
1.5 Yard	\$ 128.54	\$ 108.21	\$ 127.71	\$ 107.51	\$ 249.47	\$ 249.47	\$ 377.18	\$ 356.98	\$ 37.30	\$ 35.31	\$ 414.49	392.30 2x per week		
1.5 Yard	\$ 164.18	\$ 138.16	\$ 163.12	\$ 137.27	\$ 374.21	\$ 374.21	\$ 537.32	\$ 511.47	\$ 53.14	\$ 50.59	\$ 590.46	562.07 3x per week		
2 Yard	\$ 88.30	\$ 74.33	\$ 87.73	\$ 73.85	\$ 166.31	\$ 166.31	\$ 254.04	\$ 240.16	\$ 25.13	\$ 23.75	\$ 279.17	263.92 1x per week		
2 Yard	\$ 120.46	\$ 101.38	\$ 119.68	\$ 100.72	\$ 332.63	\$ 332.63	\$ 452.31	\$ 433.35	\$ 44.73	\$ 42.86	\$ 497.04	476.22 2x per week		
2 yard	\$ 152.05	\$ 127.97	\$ 151.07	\$ 127.14	\$ 498.94	\$ 498.94	\$ 650.01	\$ 626.08	\$ 64.29	\$ 61.92	\$ 714.28	688.01 3x per week		
3 yard	\$ 80.22	\$ 67.50	\$ 79.70	\$ 67.06	\$ 249.47	\$ 249.47	\$ 329.17	\$ 316.53	\$ 32.56	\$ 31.31	\$ 361.73	347.85 1x per week		
3 yard	\$ 104.29	\$ 87.77	\$ 103.62	\$ 87.20	\$ 498.94	\$ 498.94	\$ 602.56	\$ 586.14	\$ 59.59	\$ 57.97	\$ 662.14	644.12 2x per week		
3 yard	\$ 127.79	\$ 107.52	\$ 126.96	\$ 106.82	\$ 748.41	\$ 748.41	\$ 875.37	\$ 855.23	\$ 86.58	\$ 84.58	\$ 961.95	939.83 3x per week		
Blue Bag Rate	\$ 4.95	\$	\$ 4.92	\$	\$ 2.85	\$	\$ 7.77	\$	\$ 0.77	\$	\$ 8.54	Per pick-up		
Curbside Recycling	\$ 9.66	\$	\$ 9.60	\$	\$	\$	\$ 9.60	\$	\$	\$	\$ 9.60			
Side yard service	\$ 9.66	\$	\$ 9.60	\$	\$	\$	\$ 9.60	\$	\$ 0.95	\$	\$ 10.55			

