

**EIGHTH AMENDMENT
SOLID WASTE COLLECTION FRANCHISE AGREEMENT
FOR THE NORTHWESTERN AREA OF HUMBOLDT COUNTY**

This Eighth Amendment to the Solid Waste Collection Franchise Agreement dated December 13, 2011, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Humboldt Sanitation Company, Inc., a California corporation, hereinafter referred to as "CONTRACTOR," shall be effective as of July 1, 2017.

RECITALS

WHEREAS, on December 13, 2011, COUNTY and CONTRACTOR entered into a Solid Waste Collection Franchise Agreement ("Franchise Agreement") for the handling and disposal of solid waste in the northwestern area of Humboldt County for the period of January 1, 2012 to December 31, 2031; and

WHEREAS, the Franchise Agreement and California 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 Franchise Agreement, as well as annual index-based adjustments, changes in the franchise fee and/or recycling percentage and changes in disposal and/or processing costs; and

WHEREAS, the parties desire to amend the Franchise Agreement in order to adjust the rates charged by CONTRACTOR for the handling and disposal of solid waste pursuant to the Franchise Agreement.

NOW THEREFORE, the parties mutually agree as follows:

1. The rates which may be charged by CONTRACTOR pursuant to Section 14(B)(iv) of the Franchise Agreement shall be as shown in the modified version of Exhibit B – Northwest Humboldt Area Franchise Rates, which is attached hereto and incorporated herein by reference. Such rates shall supersede and replace all prior rates set forth in the Franchise Agreement, and all previous amendments thereto, as of the effective date of this Eighth Amendment.
2. Except as modified herein, the Franchise Agreement dated December 13, 2011, as previously amended, shall remain in full force and effect. In the event of a conflict between the provisions of this Eighth Amendment and the original Franchise Agreement, or any prior amendments thereto, the provisions of this Eighth Amendment shall govern.

[Signatures on Following Page]


IN WITNESS WHEREOF, the parties hereto have entered into this Eighth Amendment as of the dates indicated below.

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

(1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND

(2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.

HUMBOLDT SANITATION COMPANY, INC.:

By: 
Gregory D. Cain, President

Date: 5-22-17

By: 
Christine A. Cain, CFO

Date: 5-22-17

COUNTY OF HUMBOLDT:

By: 
Franchise Contract Administrator

Date: 5/23/17

INSURANCE CERTIFICATES APPROVED:

By: 
Risk Management

Date: 6/19/2017

EXHIBIT B: NORTHWEST HUMBOLDT AREA FRANCHISE RATES
EFFECTIVE July 1, 2017

Blended Rate \$ 128.53

Type of Service	1	2	3	4	5	6	7	8	9	10	11	Rounded to 5¢

TABLE 1

Type of Service	1	2	3	4	5	6	7	8	9	10	11	Rounded to 5¢
CAN RATES - RESIDENTIAL and COMMERCIAL												
20 Gallon Can	\$15.75	\$2.08	\$5.57	\$23.40	\$2.31	\$25.71	\$1.86	\$27.58	Weekly	\$ 27.60		
30 Gallon Can	\$16.82	\$0.00	\$8.35	\$25.17	\$2.49	\$27.66	\$0.00	\$27.66	Weekly	\$ 27.65		
35 Gallon Can	\$16.84	\$2.25	\$9.75	\$28.83	\$2.85	\$31.68	\$2.02	\$33.70	Weekly	\$ 33.70		
45 Gallon Can	\$23.19	\$0.00	\$12.53	\$35.72	\$3.53	\$39.25	\$0.00	\$39.25	Weekly	\$ 39.25		
65 Gallon Can	\$31.70	\$4.23	\$18.10	\$54.03	\$5.34	\$59.37	\$3.80	\$63.17	Weekly	\$ 63.15		
95 Gallon Can	\$33.70	\$4.51	\$26.46	\$64.67	\$6.39	\$71.06	\$4.03	\$75.10	Weekly	\$ 75.10		

TABLE 2

Type of Service	1	2	3	4	5	6	7	8	9	10	11	Rounded to 5¢
LARGE CONTAINERS												
1.0 CY	\$4.26	13.71	56.25	154.22	14.92	169.14	11.49	180.63	ONCE PER WEEK	\$ 180.65		
1.5 CY	\$115.63	3.12	12.98	35.55	3.51	39.06	2.80	41.86	EACH ADDITIONAL, per	\$ 41.85		
2.0 CY	\$154.15	\$3.66	\$84.38	\$215.47	\$21.30	\$236.77	\$13.85	\$250.62	ONCE PER WEEK	\$ 250.60		
3.0 CY	\$35.70	\$4.88	\$19.47	\$49.91	\$4.93	\$54.84	\$3.27	\$58.12	EACH ADDITIONAL, per	\$ 58.10		
4 YD	\$231.22	\$30.92	\$112.51	\$287.26	\$28.40	\$315.66	\$18.46	\$334.12	ONCE PER WEEK	\$ 334.10		
	\$308.55	\$7.43	\$25.96	\$66.54	\$6.58	\$73.12	\$4.37	\$77.49	EACH ADDITIONAL, per	\$ 77.50		
	\$71.27	\$9.74	\$168.76	\$430.91	\$42.61	\$473.51	\$27.69	\$501.21	ONCE PER WEEK	\$ 501.20		
			\$225.01	\$572.21	\$58.88	\$628.79	\$34.62	\$663.41	ONCE PER WEEK	\$ 663.40		
			\$51.93	\$132.93	\$13.14	\$146.08	\$7.68	\$153.76	EACH ADDITIONAL, per	\$ 153.75		

TABLE 3

Type of Service	1	2	3	4	5	6	7	8	9	10	11	Rounded to 5¢
LARGE CONTAINERS												
5 YD	\$132.60	\$17.72	\$64.91	\$215.23	\$21.28	\$236.51	\$15.87	\$252.38	3 DAY RENTAL	\$ 252.40		
14 YD	\$217.69	\$29.11	\$181.74	\$428.53	\$42.37	\$470.91	\$29.39	\$500.29	3 DAY RENTAL	\$ 500.30		
18 YD	\$242.37	\$32.42	\$233.67	\$508.45	\$50.27	\$558.72	\$29.03	\$587.75	3 DAY RENTAL	\$ 587.75		
20 YD	\$258.20	\$34.53	\$259.63	\$552.36	\$54.61	\$606.98	\$30.92	\$637.90	3 DAY RENTAL	\$ 637.90		
40 YD	\$507.77	\$67.90	\$519.26	\$1,094.94	\$108.26	\$1,203.20	\$60.81	\$1,264.01	3 DAY RENTAL	\$ 1,264.00		
OVERWEIGHT BINS								\$132.53				
Bin Cover for 1.5 YD	\$16.67	\$0.00	\$0.00	\$16.67	\$1.65	\$18.31	\$0.00	\$18.31	1.5 yd bin	\$ 18.30		

TABLE 4

Type of Service	Current Year Base Rate		Rounded to 5¢
	Monthly	Daily	
Bin Cover for 20 or 40 YD	\$74.79	\$19.93	\$19.95

TABLE 5

Type of Service	Current		Rounded to 5¢
	Current	Current	
PER HOUR FOR ONE (1) MAN AND ONE (1) TRUCK: PER CUBIC YARD PICKUP:	\$ 80.36	\$80.35	\$80.35
	\$ 38.92	\$38.90	\$38.90

TABLE 6

Type of Service	Current		Rounded to 5¢
	Prior	Current	
1.5 Cubic Yard Container occasional use	NA	\$66.99	\$66.99 TO DELIVER TO SITE, PLUS
	NA	\$56.94	\$56.94 PER EMPTY
	NA	\$123.92	\$123.90

TABLE 7

Type of Service	Rate
CURBSIDE RECYCLING	\$4.00 per month
Once every two weeks	