



COUNTY OF HUMBOLDT

AGENDA ITEM NO.

K-1

For the meeting of: June 20, 2017

Date: June 15, 2017

To: Board of Supervisors

From: Thomas K. Mattson, Public Works Director *TS FOR TM*

SUBJECT: Consolidation of the Unincorporated Eureka, Arcata, Blue Lake and Fieldbrook Solid Waste Franchise Areas

RECOMMENDATION(S): That the Board of Supervisors:

1. Open the public hearing and receive comments on the proposed consolidation, service standardization and rate adjustments for solid waste collections for the unincorporated Eureka, Arcata, Blue Lake and Fieldbrook areas of Humboldt County;
2. Close the public hearing;
3. Approve, and authorize the Chair of the Board to execute, the attached ninth amendment to the amended and restated solid waste collection franchise agreement for the unincorporated Eureka area of Humboldt County ("EOC Franchise Agreement") with Recology Humboldt County;
4. Approve, and authorize the Chair of the Board to execute, the attached eighth amendment to the solid waste collection franchise agreement for the unincorporated Arcata area of Humboldt County ("AOC Franchise Agreement") with Recology Arcata;
5. Approve, and authorize the Chair of the Board to execute, the attached eighth amendment to the solid waste collection franchise agreement for the unincorporated Blue Lake and Fieldbrook areas of Humboldt County ("BL/FB Franchise Agreement") with Recology Humboldt County; and

Prepared by Thomas K. Mattson/cm

CAO Approval

Karen Clower

REVIEW:

Auditor _____ County Counsel *Sm* Human Resources *KW* Other _____

TYPE OF ITEM:

☐ Consent
☐ Departmental
☒ Public Hearing
☐ Other _____

PREVIOUS ACTION/REFERRAL:

Board Order No. _____

Meeting of: _____

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT

Upon motion of Supervisor *Fennell* Seconded by Supervisor *Sundberg*

Ayes *Sundberg, Fennell, Bass, Bohn, Wilson*

Nays
Abstain
Absent

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated:

By:

June 20, 2017
Kathy Hayes
Kathy Hayes, Clerk of the Board

6. Direct the Clerk of the Board to return two (2) fully executed copies of each amendment attached hereto to the Department of Public Works for further processing.

SOURCE OF FUNDING:

General Fund - Solid Waste 1100438

DISCUSSION:

Section 521-8(b) of the Humboldt County Code provides that rate changes which occur as a result of annual index-based adjustments, changes in the franchise fee and/or the recycling percentage and changes in disposal and/or processing costs set forth in a solid waste collection franchise agreement may be implemented without action of the Board of Supervisors, if authorized by the franchise agreement, when the total annual rate increase does not exceed 8%. Such rate changes may be implemented by amendment to the franchise agreement executed by the Franchise Contract Administrator. All other rate changes shall be approved by the Board of Supervisors, after the holding of a public hearing.

On June 13, 2017, the Board of Supervisors chose to consolidate the unincorporated Eureka, Arcata, Blue Lake and Fieldbrook solid waste franchise areas into one agreement, effective July 1, 2017. As a result, each service area will receive unique service improvements as described below:

- The unincorporated Eureka solid waste franchise area will retain all existing services. Standardization of such services allows for the addition of five hundred (500) more recycling and five hundred (500) more green waste customers to the entire system and there is also growth possibilities for the Blue Lake/Fieldbrook areas.
- Solid waste collection in the unincorporated Arcata solid waste franchise area is currently done manually by two (2) people. The waste collection industry has long recognized that this method is not only inefficient but also unsafe. This is the last route in Recology Humboldt County's service area where that type of collection still occurs.

Recycling pick-up in the unincorporated Arcata solid waste franchise area currently occurs every other week for a cost of \$7.51/month/can. The rate will be lowered to \$4.19/month/90-gallon can which will be the rate in Eureka in FY 2017-18 for weekly pick-up.

In effect, customers within the unincorporated Arcata solid waste franchise area will be receiving the following new services: weekly green waste collection, bulky item collection, senior service, automated garbage collection, with the addition of a 20 gallon size selection, weekly recycling service for all material types and Recology-provided containers.

- Blue Lake/Fieldbrook customers will receive the following new services: weekly green waste collection and senior service.

The Board also approved a two-year phase-in approach which includes a percentage increase for 2017-2018 (first year), including truck purchase and infrastructure costs, with the remaining cost to be included in the second year, as shown below:

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Service Area	Service Size	FY 2017-2018 Monthly Rates with COLA	FY 2017-2018 Monthly Rates Weekly Green Waste, Senior Service, Bulky Item Pick-Up and Fully Automated	Difference \$	% Increase to Rate
Unincorporated Eureka	30 g-residential	\$30.90	\$32.10	\$1.20	3.9%
Unincorporated Eureka	1yd-commercial	\$228.10	\$236.97	\$8.87	3.9%
Unincorporated Arcata	30 g-residential	\$26.25	\$32.10	\$5.85	22.3%
Unincorporated Arcata	1yd- commercial	\$195.95	\$236.97	\$41.02	20.9%
Blue Lake/Fieldbrook	30 g-residential	\$32.50	\$32.10	-\$0.40	-1.2%
Blue Lake/Fieldbrook	1 yd-commercial	\$187.03	\$236.97	\$49.94	26.7%

Finally, the Board Directed staff to add street sweeping services in the unincorporated Eureka solid waste franchise area.

The attached ninth amendment to the EOC Franchise Agreement consolidates the unincorporated Eureka, Arcata, Blue Lake and Fieldbrook solid waste franchise areas, standardizes the services provided therein, and adjusts the maximum service rates charged by Recology Humboldt County, as directed by the Board on June 13, 2017. The attached amendments to the AOC and BL/FB Franchise Agreements shorten the terms thereof to June 30, 2017 in order to allow the unincorporated Arcata, Blue Lake and Fieldbrook solid waste franchise areas to be incorporated into the EOC Franchise Agreement.

FINANCIAL IMPACT:

Approval of the attached amendments will not impact to the Humboldt County General Fund. The EOC Franchise Agreement, will include COLA adjustments and any other adjustments resulting from the addition of new services, if any.

The recommended action conforms to the Board's priorities of providing community-appropriate levels of service and managing resources to ensure sustainability of services.

OTHER AGENCY INVOLVEMENT:

None.

ALTERNATIVES TO STAFF RECOMMENDATIONS:

Board discretion.

ATTACHMENT:

1. Ninth Amendment to the Amended and Restated Solid Waste Collection Franchise Agreement for Areas of Humboldt County [Eureka Area] (three (3) copies)

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2. Eighth Amendment to the Solid Waste Collection Franchise Agreement for the Unincorporated Arcata Area of the County of Humboldt (three (3) copies)
3. Eighth Amendment to the Solid waste Collection Franchise Agreement for Areas of Humboldt County [Blue Lake/Fieldbrook] (three (3) copies)

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

This Ninth Amendment to the Amended and Restated Solid Waste Collection Franchise Agreement dated April 26, 2011, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Recology Humboldt County, a California corporation, hereinafter referred to as "CONTRACTOR," shall be effective as of July 1, 2017 (the "Effective Date").

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 in the unincorporated Eureka area of Humboldt County ("EOC"), for the period of January 1, 2011 to December 31, 2020; and

WHEREAS, COUNTY and CONTRACTOR subsequently amended such Franchise Agreement eight times, with the first two amendments having an effective date of July 1, 2011, the third having an effective date of July 1, 2012, the fourth having an effective date of July 1, 2013, the fifth having an effective date of July 1, 2014, the sixth having an effective date of October 1, 2014, the seventh having an effective date of July 1, 2015, and the eighth having an effective date of July 1, 2016 (such Franchise Agreement as so amended, the "EOC Franchise Agreement"); and

WHEREAS, on April 26, 2011, COUNTY and CONTRACTOR entered into a Solid Waste Collection Franchise Agreement for the handling and disposal of solid waste in the unincorporated Blue Lake and Fieldbrook areas of Humboldt County ("BL/FB"), for the period of January 1, 2011 to December 31, 2020 (such agreement, as amended, the "BL/FB Franchise Agreement"); and

WHEREAS, on June 28, 2011, COUNTY and Arcata Garbage Company entered into a Solid Waste Collection Franchise Agreement for the handling and disposal of solid waste in the unincorporated Arcata area of Humboldt County ("AOC") for the period of July 1, 2011 to June 30, 2021 (such agreement, as amended, the "AOC Franchise Agreement"); and

WHEREAS, with COUNTY's consent, Recology Inc. acquired all the outstanding shares of Arcata Garbage Company and changed its name to Recology Arcata; and

WHEREAS, the franchise areas under the three aforementioned franchise agreements are contiguous; and

WHEREAS, COUNTY and CONTRACTOR wish to standardize Maximum Service Rates and services across such franchise areas so that customers in the BL/FB and AOC areas receive the same services and are charged in accordance with the same Maximum Service Rates as customers in the EOC area except that CONTRACTOR shall provide street sweeping services in the EOC area, and Maximum Service Rates in that area shall differ from those in the other areas to reflect the cost of that service; and

WHEREAS, to that end, COUNTY and CONTRACTOR wish to merge the BL/FB Franchise Agreement and the AOC Franchise Agreement into the EOC Franchise Agreement, and simultaneously to expand the franchise area under the EOC Franchise Agreement to include the franchise areas under the BL/FB Franchise Agreement and the AOC Franchise Agreement; and

WHEREAS, the parties wish to adjust Maximum Service Rates under the EOC Franchise Agreement as so amended to cover the cost of additional services and service improvements that

customers in the BL/FB and AOC franchise areas will receive, and to reflect adjustments required under the provisions of the EOC Franchise Agreement; and

WHEREAS, the parties wish to stagger the adjustments to cover the cost of additional services and service improvements over two (2) years, with an adjustment of three and 89/100 percent (3.89%) to take effect on July 1, 2017, and an adjustment of three percent (3.0%) to take effect on July 1, 2018, over and above any other adjustments provided for hereunder or under the EOC Franchise Agreement.

NOW THEREFORE, the parties mutually agree as follows:

1. The title of the EOC Franchise Agreement (Amended and Restated Solid Waste Collection Franchise Agreement for Areas of Humboldt County [Eureka Area]) is hereby amended to read in its entirety as follows:

**“AMENDED, RESTATED AND CONSOLIDATED SOLID WASTE COLLECTION
FRANCHISE AGREEMENT FOR THE UNINCORPORATED EUREKA, ARCATA,
BLUE LAKE AND FIELDBROOK AREAS OF HUMBOLDT COUNTY”**

2. Section 1.A of the EOC Franchise Agreement (Area Covered) is hereby amended to read in its entirety as follows:

“A. Area Covered.

This Agreement shall pertain to that area of the unincorporated territory of the County of Humboldt which is more specifically described in Exhibit C attached hereto and incorporated herein by this reference (such area, the “Franchise Area” or the “Mid-County Area”). The Franchise Area consists of three contiguous sub-areas – the Eureka Area, the Blue Lake/Fieldbrook Area, and the Arcata Area – each of which is defined in Exhibit C.”

3. Section 2 of the EOC Franchise Agreement (Term of Franchise) is hereby amended to read in its entirety as follows:

“2. Term of Franchise.

Unless earlier terminated pursuant to this Agreement, the term of this Agreement shall begin on January 1, 2011 (the “Commencement Date”) and terminate on December 31, 2030. The term may be further extended until December 31, 2035, by mutual agreement, provided that COUNTY determines that CONTRACTOR is providing service consistent with all requirements of this Agreement and all amendments hereto.”

4. Section 5 of the EOC Franchise Agreement (Service Obligations of Contractor) is hereby amended to add the following subsection 5.C thereto:

“C. Street Sweeping Services.

CONTRACTOR shall sweep all streets within the Eureka Area (as defined in Exhibit C), provided such streets are paved and have curbs and gutters, and excluding streets in such disrepair that sweeping may be hazardous to persons or property, including CONTRACTOR’s personnel and equipment. CONTRACTOR shall not be responsible for sweeping portions of streets that are blocked or covered by cars or other obstacles. The frequency of sweeping shall be once monthly for residential areas and twice monthly for commercial areas. The particular streets to be swept on each day of the month shall be as mutually agreed by COUNTY and

CONTRACTOR. CONTRACTOR shall not be required to perform sweeping on days with significant rain or where there is flooding or other unsafe conditions. Unless otherwise agreed by the parties, sweeping of residential and commercial areas shall only occur during permitted residential and commercial collection hours, respectively. CONTRACTOR shall arrange for the disposal of all street sweepings. CONTRACTOR shall conduct an outreach program to assist COUNTY in notifying the public of the days and times that street sweeping will be conducted on each street. The outreach program shall be completed no later than August 1, 2017. COUNTY shall have the right to review and approve CONTRACTOR's outreach plan and the text of any outreach materials, such approval not to be unreasonably withheld. CONTRACTOR shall make itself available to COUNTY's Public Works Department to provide additional sweeping in the Franchise Area on an occasional basis, as mutually agreed by COUNTY and CONTRACTOR."

5. Section 5 of the EOC Franchise Agreement (Service Obligations of Contractor) is hereby amended to add the following subsection 5.D thereto:

"D. Phase-In of Services.

In order to give CONTRACTOR sufficient time to procure and place into service the equipment necessary to provide additional services to the Arcata Area and Blue Lake/Fieldbrook Area, the parties agree as follows. Notwithstanding any other provision of this Agreement, CONTRACTOR shall not be required to provide (i) automated collection of Franchise Solid Waste from residential customers in the Arcata Area before September 1, 2017; (ii) collection of Green Waste from residential customers in the Arcata Area or the Blue Lake/Fieldbrook Area before September 1, 2017; or (iii) collection from 20-gallon carts (including the senior discount, which is based on such cart size) in the Arcata Area before September 1, 2017."

6. The fourth sentence of Section 10.A of the Franchise Agreement is hereby amended to read in its entirety as follows:

"The "Recycling Percentage" shall be eight and eight-tenths percent (8.8%)."

7. Subsections b, d, g and h of Section 14.C(2) of the EOC Franchise Agreement (Permitted Adjustments) are hereby amended to read in their entirety as follows, respectively:

"b. The number of Contractor's residential solid waste customers in the Franchise Area exceeds 7,700 and Contractor is reasonably required to establish a new route in order to provide services to residential solid waste customers in accordance with this Agreement."

"d. The number of Contractor's residential recycling customers in the Franchise Area exceeds 6,000 and Contractor is reasonably required to establish a new route in order to provide services to residential recycling customers in accordance with this Agreement."

"g. The number of Contractor's residential Green Waste customers in the Franchise Area exceeds 2,000 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 1,100 pickups per year."

8. Section 14 of the EOC Franchise Agreement (Rates) is hereby amended to add the following subsection 14.F thereto:

“F. Special 2018 Rate Adjustment for Consolidation of Franchise Areas.

Effective July 1, 2018, Maximum Service Rates shall be increased by an additional three percent (3.0%) (the “Special Adjustment”). The Special Adjustment shall not limit, and shall be in addition to, any other adjustment of Maximum Service Rates that may be applicable under this Agreement. To give effect to the foregoing, the Maximum Service Rates effective as of July 1, 2018 shall be determined by (1) taking the Maximum Service Rates in effect immediately prior to that date, (2) adjusting them for the annual adjustment of Maximum Service Rates due to take effect on July 1, 2018 pursuant to Section 14.B, and any other adjustments that may then be applicable under this Agreement, and then (3) increasing the as-so-adjusted Maximum Service Rates by an additional three percent (3.0%).”

9. Section 20 of the EOC Franchise Agreement (Assignment and Transfer of Control) is hereby amended to add the following sentence as the last sentence thereof:

“CONTRACTOR may perform any of its obligations hereunder through a wholly-owned subsidiary of itself or of Recology Inc., provided that CONTRACTOR ensures that such subsidiary complies with all the terms and conditions of this Agreement.”

10. The EOC Franchise Agreement is hereby amended to add Exhibit C – Franchise Area, which is attached hereto and incorporated herein by reference, to the EOC Franchise Agreement.
11. As of the Effective Date, both the BL/FB Franchise Agreement and the AOC Franchise Agreement are merged into, and superseded and replaced by, the EOC Franchise Agreement, as amended by this Ninth Amendment.
12. The Maximum Service Rates which may be charged by CONTRACTOR pursuant to Section 14 of the EOC Franchise Agreement shall be as shown in the modified version of Exhibit A – Maximum Service 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 EOC Franchise Agreement, and all previous amendments thereto, as of the Effective Date of this Ninth Amendment. Such Maximum Service rates include the adjustment of three and 89/100 percent (3.89%) (over and above other adjustments) contemplated by the last recital of this amendment.
13. Except as modified herein, the EOC Franchise Agreement dated April 26, 2011, as previously amended, shall remain in full force and effect. In the event of a conflict between the provisions of this Ninth Amendment and the original Franchise Agreement, or any prior amendments thereto, the provisions of this Ninth Amendment shall govern. Capitalized terms used, but not defined, herein shall have the meanings given to them in the EOC Franchise Agreement. Unless otherwise expressly indicated, all references herein to sections refer to sections of the EOC Franchise Agreement, as amended.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have entered into this Ninth Amendment as of the last date 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.

RECOLOGY HUMBOLDT COUNTY:

By: 
Michael J. Sangiacomo
President & CEO

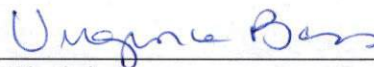
Date: June 21, 2017

By: 
Cary Chen
Corporate Secretary

Recology
Reviewed by:
BG
Legal

Date: June 21, 2017

COUNTY OF HUMBOLDT:

By: 
Virginia Bass
Chair, Board of Supervisors

Date: 6/20/17

INSURANCE CERTIFICATES APPROVED:

By: 
Risk Management

Date: 6/22/17

Exhibit A
Maximum Service Rates
Effective as of July 1, 2017
In Eureka Area, Blue Lake/Fieldbrook Area and Arcata Area
(see separate sheet(s) attached)

EXHIBIT A: MID-COUNTY FRANCHISE RATES

BLUE LAKE / FIELDBROOK / ARCATA AREAS
EFFECTIVE JULY 1, 2017

TYPE OF SERVICE	1	2	3	4	5	6	7	8	9	10	11	12	13
	LABOR		FUEL		NOS		BASE RATE		DISPOSAL FEES		COMBINED RATE		FREQUENCY OF SERVICE
	One cont.	Add'l cont.	One cont.	Add'l cont.	One cont.	Add'l cont.	One cont.	Add'l cont.	One cont.	Add'l cont.	One cont.	Add'l cont.	

TABLE 1

CART RATES - RESIDENTIAL

20 Gallon Cart	\$6.94	\$6.08	\$0.57	\$0.51	\$7.94	\$7.00	\$15.45	\$13.59	\$6.10	\$6.10	\$21.55	\$19.69	Weekly
30 Gallon Cart	\$10.28	\$8.96	\$0.88	\$0.77	\$11.80	\$10.31	\$22.96	\$20.04	\$9.14	\$9.14	\$32.10	\$29.18	Weekly
48 Gallon Cart	\$13.89	\$12.04	\$1.17	\$1.02	\$15.93	\$13.87	\$30.99	\$26.93	\$14.63	\$14.63	\$45.62	\$41.56	Weekly
64 Gallon Cart	\$18.10	\$15.92	\$1.56	\$1.36	\$20.78	\$18.38	\$40.44	\$35.66	\$19.50	\$19.50	\$59.94	\$55.16	Weekly
93 Gallon Toter	\$23.63	\$20.21	\$1.99	\$1.71	\$27.20	\$23.36	\$52.82	\$45.28	\$28.34	\$28.34	\$81.16	\$73.62	Weekly
OCCASIONAL 30 gal.	\$3.88		\$0.33		\$4.41		\$8.62		\$2.11		\$10.73		Per pick-up

CART RATES - COMMERCIAL RATES

20 Gallon Cart	\$7.47	\$6.40	\$0.64	\$0.54	\$8.56	\$7.36	\$16.67	\$14.30	\$6.10	\$6.10	\$22.77	\$20.40	Weekly
	\$14.99	\$12.77	\$1.26	\$1.08	\$17.11	\$14.63	\$33.36	\$28.48	\$12.20	\$12.20	\$45.56	\$40.68	Twice Weekly
30 Gallon Cart	\$11.21	\$9.49	\$0.96	\$0.80	\$12.84	\$10.92	\$25.01	\$21.21	\$9.14	\$9.14	\$34.15	\$30.35	Weekly
	\$22.41	\$18.96	\$1.89	\$1.60	\$25.65	\$21.72	\$49.95	\$42.28	\$18.28	\$18.28	\$68.23	\$60.56	Twice Weekly
40 Gallon Cart	\$15.21	\$12.86	\$1.28	\$1.10	\$17.44	\$14.79	\$33.93	\$28.75	\$14.63	\$14.63	\$48.56	\$43.38	Weekly
	\$30.37	\$25.78	\$2.56	\$2.16	\$34.81	\$29.62	\$67.74	\$57.56	\$29.26	\$29.26	\$97.00	\$86.82	Twice Weekly
64 Gallon Cart	\$19.57	\$17.46	\$1.65	\$1.47	\$22.40	\$20.06	\$43.62	\$38.99	\$19.50	\$19.50	\$63.12	\$58.49	Weekly
	\$39.08	\$34.98	\$3.31	\$2.96	\$44.85	\$40.18	\$87.24	\$78.12	\$39.00	\$39.00	\$126.24	\$117.12	Twice Weekly
93 Gallon Cart	\$26.17	\$22.40	\$2.21	\$1.90	\$30.10	\$25.85	\$58.48	\$50.15	\$28.34	\$28.34	\$86.82	\$78.49	Weekly
	\$52.37	\$44.91	\$4.44	\$3.80	\$60.17	\$51.75	\$116.98	\$100.46	\$56.68	\$56.68	\$173.66	\$157.14	Twice Weekly

TABLE 2

COMMERCIAL BIN RATES (Monthly Service)

1.0 CY	\$78.75	\$6.63	\$90.03	\$175.41	\$61.56	\$236.97	ONCE PER WEEK
	\$140.43	\$11.83	\$160.78	\$313.04	\$123.12	\$436.16	2x per week
	\$202.34	\$17.05	\$231.86	\$451.25	\$184.68	\$635.93	3x per week
	\$264.17	\$22.27	\$302.82	\$589.26	\$246.24	\$835.50	4x per week
	\$326.04	\$27.48	\$373.77	\$727.29	\$307.80	\$1,035.09	5x per week
	\$387.90	\$32.71	\$444.79	\$865.40	\$369.36	\$1,234.76	6x per week
1.5 CY	\$113.84	\$9.57	\$130.16	\$253.57	\$92.34	\$345.91	ONCE PER WEEK
	\$173.61	\$14.66	\$199.46	\$387.73	\$184.68	\$572.41	2x per week
	\$263.16	\$22.24	\$302.31	\$587.71	\$277.02	\$864.73	3x per week
	\$347.77	\$29.37	\$399.57	\$776.71	\$369.36	\$1,146.07	4x per week
	\$431.30	\$36.47	\$495.63	\$963.40	\$461.70	\$1,425.10	5x per week
	\$500.69	\$42.33	\$575.67	\$1,118.69	\$554.04	\$1,672.73	6x per week
2.0 CY	\$116.42	\$9.83	\$133.70	\$259.95	\$123.12	\$383.07	ONCE PER WEEK
	\$207.89	\$17.60	\$239.36	\$464.85	\$246.24	\$711.09	2x per week
	\$299.44	\$25.36	\$345.12	\$669.92	\$369.36	\$1,039.28	3x per week
	\$390.90	\$33.16	\$450.74	\$874.80	\$492.48	\$1,367.28	4x per week
	\$482.32	\$40.92	\$556.36	\$1,079.60	\$615.60	\$1,695.20	5x per week
	\$573.89	\$48.68	\$662.14	\$1,284.71	\$738.72	\$2,023.43	6x per week

EXHIBIT A: MID-COUNTY FRANCHISE RATES

BLUE LAKE / FIELDBROOK / ARCATA AREAS

TYPE OF SERVICE	1	2	3	4	5	6	7	8	9	10	11	12	13
	LABOR		FUEL		NOS		BASE RATE		DISPOSAL FEES		COMBINED NEW RATE		FREQUENCY OF SERVICE
	One cont.	Add'l cont.	One cont.	Add'l cont.	One cont.	Add'l cont.	One cont.	Add'l cont.	One cont.	Add'l cont.	One cont.	Add'l cont.	
(TABLE 2; Continued)													
2.5 CY	\$145.47		\$12.30		\$167.11		\$324.88		\$153.90		\$478.78		ONCE PER WEEK
	\$263.57		\$22.32		\$303.39		\$589.28		\$307.80		\$897.08		2x per week
	\$381.73		\$32.33		\$439.71		\$853.77		\$461.70		\$1,315.47		3x per week
	\$499.86		\$42.35		\$576.07		\$1,118.28		\$615.60		\$1,733.88		4x per week
	\$617.91		\$52.37		\$712.34		\$1,382.62		\$769.50		\$2,152.12		5x per week
	\$736.11		\$62.41		\$848.70		\$1,647.22		\$923.40		\$2,570.62		6x per week
3.0 CY	\$162.01		\$13.71		\$186.43		\$362.15		\$184.68		\$546.83		ONCE PER WEEK
	\$295.09		\$25.02		\$340.21		\$660.32		\$369.36		\$1,029.68		2x per week
	\$428.25		\$36.32		\$494.15		\$958.72		\$554.04		\$1,512.76		3x per week
	\$561.36		\$47.63		\$647.99		\$1,256.98		\$738.72		\$1,995.70		4x per week
	\$694.43		\$58.94		\$801.75		\$1,555.12		\$923.40		\$2,478.52		5x per week
	\$827.57		\$70.26		\$955.72		\$1,853.55		\$1,108.08		\$2,961.63		6x per week
4.0 CY	\$206.61		\$17.50		\$237.98		\$462.09		\$246.24		\$708.33		ONCE PER WEEK
	\$380.40		\$32.28		\$438.95		\$851.63		\$492.48		\$1,344.11		2x per week
	\$554.11		\$47.04		\$639.84		\$1,240.99		\$738.72		\$1,979.71		3x per week
	\$727.89		\$61.81		\$840.83		\$1,630.53		\$984.96		\$2,615.49		4x per week
	\$901.72		\$76.61		\$1,041.88		\$2,020.21		\$1,231.20		\$3,251.41		5x per week
	\$1,075.44		\$91.37		\$1,242.78		\$2,409.59		\$1,477.44		\$3,887.03		6x per week
5.0 CY	\$249.24		\$21.13		\$287.28		\$557.65		\$307.80		\$865.45		ONCE PER WEEK
	\$482.37		\$40.92		\$556.43		\$1,079.72		\$615.60		\$1,695.32		2x per week
	\$674.41		\$57.28		\$779.30		\$1,510.99		\$923.40		\$2,434.39		3x per week
	\$887.00		\$75.38		\$1,025.38		\$1,987.76		\$1,231.20		\$3,218.96		4x per week
	\$1,099.61		\$93.46		\$1,271.39		\$2,464.46		\$1,539.00		\$4,003.46		5x per week
	\$1,312.23		\$111.55		\$1,517.42		\$2,941.20		\$1,846.80		\$4,788.00		6x per week
6.0 CY	\$290.99		\$24.67		\$335.56		\$651.22		\$369.36		\$1,020.58		ONCE PER WEEK
	\$541.46		\$46.00		\$625.60		\$1,213.06		\$738.72		\$1,951.78		2x per week
	\$792.07		\$67.31		\$915.82		\$1,775.20		\$1,108.08		\$2,883.28		3x per week
	\$1,042.58		\$88.64		\$1,205.87		\$2,337.09		\$1,477.44		\$3,814.53		4x per week
	\$1,293.10		\$109.96		\$1,495.95		\$2,899.01		\$1,846.80		\$4,745.81		5x per week
	\$1,543.63		\$131.28		\$1,786.05		\$3,460.96		\$2,216.16		\$5,677.12		6x per week
7.0 CY	\$327.91		\$27.82		\$378.50		\$734.23		\$430.92		\$1,165.15		ONCE PER WEEK
	\$612.08		\$52.02		\$707.81		\$1,371.91		\$861.84		\$2,233.75		2x per week
	\$896.27		\$76.23		\$1,037.14		\$2,009.64		\$1,292.76		\$3,302.40		3x per week
	\$1,180.49		\$100.45		\$1,366.54		\$2,647.48		\$1,723.68		\$4,371.16		4x per week
	\$1,464.54		\$124.64		\$1,695.75		\$3,284.93		\$2,154.60		\$5,439.53		5x per week
	\$1,748.84		\$148.85		\$2,025.18		\$3,922.87		\$2,585.52		\$6,508.39		6x per week
DEBRIS BOX RATES (Per Pick Up Rates for One Container)													
15 YD	\$152.01		\$12.94		\$175.78		\$340.73		\$213.09		\$553.82		Per pick up to 1.515 Tons
18 YD	\$161.35		\$13.75		\$187.20		\$362.30		\$255.71		\$618.01		Per pick up to 1.818 Tons
20 YD	\$167.51		\$14.31		\$194.82		\$376.64		\$284.14		\$660.78		Per pick up to 2.0196 Tons
30 YD	\$198.11		\$17.12		\$233.06		\$448.29		\$426.20		\$874.49		Per pick up to 4.0392 Tons
40 YD	\$229.06		\$19.90		\$271.27		\$520.23		\$568.26		\$1,088.49		Per pick up to 4.0392 Tons
								\$140.66	per ton		140.66		per ton for overweight
TOTAL:													

EXHIBIT A: MID-COUNTY FRANCHISE RATES

BLUE LAKE / FIELDBROOK / ARCATA AREAS

TABLE 3 BIN RENTAL RATES

	Monthly	Daily
1 YARD	\$30.32	N/A
1.5 YARD	\$30.32	N/A
2 YARD	\$30.32	N/A
2.5 YARD	\$30.32	N/A
3 YARD	\$30.32	N/A
4 YARD	\$30.32	N/A
5 YARD	\$30.32	N/A
6 YARD	\$30.32	N/A
7 YARD	\$30.32	N/A
15 YARD	\$190.36	\$27.01
20 YARD	\$190.36	\$27.01
40 YARD	\$190.36	\$27.01

TABLE 4 CHARGES FOR SPECIAL SERVICES

PER HOUR FOR ONE (1) MAN AND ONE (1) TRUCK:	\$107.84	
OR		
PER CUBIC YARD PICKUP	\$35.04	WHICHEVER IS GREATER
	\$10.57	BASE, + \$14.21 DISPOSAL
OCCASIONAL USE CONTAINERS:		
(includes container rental)	1.0 YD:	\$37.73 TO DELIVER TO SITE, PLUS \$51.44 PER EMPTY
		\$26.99 BASE, + \$14.21 DISPOSAL
REINSTATEMENT OF SERVICE	\$25.00	
SPECIAL COLLECTION AFTER IMPROPER SET-OUT	\$25.00	
SENIOR SERVICE RATE	\$11.92	
SPECIAL SERVICE FOR BULKY ITEMS & APPLIANCES:		
	\$54.23	PER STOP, PLUS "PASS-THROUGH" COST OF DISPOSAL OR RECYCLING

TABLE 5	RECYCLING SERVICE	Weekly	\$4.35 per month
	GREEN WASTE SERVICE	Weekly	\$4.35 per month

EXHIBIT A: MID-COUNTY FRANCHISE RATES

EUREKA AREA (EOC)
EFFECTIVE JULY 1, 2017

TYPE OF SERVICE	1	2	3	4	5	6	7	8	9	10	11	12	13
	LABOR		FUEL		NOS		BASE RATE		DISPOSAL FEES		COMBINED RATE		FREQUENCY OF SERVICE
	One cont.	Add'l cont.	One cont.	Add'l cont.	One cont.	Add'l cont.	One cont.	Add'l cont.	One cont.	Add'l cont.	One cont.	Add'l cont.	

TABLE 1

CART RATES - RESIDENTIAL

20 Gallon Cart	\$7.72	\$6.79	\$0.81	\$0.73	\$8.39	\$7.41	\$16.92	\$14.93	\$6.41	\$6.38	\$23.33	\$21.31	Weekly
30 Gallon Cart	\$11.44	\$10.02	\$1.24	\$1.10	\$12.47	\$10.92	\$25.15	\$22.04	\$9.60	\$9.55	\$34.75	\$31.59	Weekly
48 Gallon Cart	\$15.54	\$13.55	\$1.68	\$1.48	\$16.88	\$14.74	\$34.10	\$29.77	\$15.28	\$15.22	\$49.38	\$44.99	Weekly
64 Gallon Cart	\$20.27	\$17.92	\$2.23	\$1.97	\$22.03	\$19.53	\$44.53	\$39.42	\$20.35	\$20.29	\$64.88	\$59.71	Weekly
93 Gallon Toter	\$26.57	\$22.88	\$2.89	\$2.53	\$28.89	\$24.89	\$58.35	\$50.30	\$29.50	\$29.39	\$87.85	\$79.69	Weekly
OCCASIONAL 30 gal.	\$4.27		\$0.45		\$4.64		\$9.36		\$2.26		\$11.62		Per pick-up

CART RATES - COMMERCIAL RATES

20 Gallon Cart	\$8.30	\$7.14	\$0.89	\$0.77	\$9.04	\$7.78	\$18.23	\$15.69	\$6.42	\$6.39	\$24.65	\$22.08	Weekly
	\$16.64	\$14.25	\$1.77	\$1.53	\$18.06	\$15.48	\$36.47	\$31.26	\$12.85	\$12.78	\$49.32	\$44.04	Twice Weekly
30 Gallon Cart	\$12.45	\$10.59	\$1.34	\$1.14	\$13.55	\$11.55	\$27.34	\$23.28	\$9.63	\$9.57	\$36.97	\$32.85	Weekly
	\$24.88	\$21.16	\$2.65	\$2.27	\$27.07	\$22.98	\$54.60	\$46.41	\$19.26	\$19.15	\$73.86	\$65.56	Twice Weekly
40 Gallon Cart	\$16.97	\$14.43	\$1.82	\$1.58	\$18.45	\$15.69	\$37.24	\$31.70	\$15.33	\$15.26	\$52.57	\$46.96	Weekly
	\$33.88	\$28.92	\$3.64	\$3.13	\$36.83	\$31.43	\$74.35	\$63.48	\$30.65	\$30.50	\$105.00	\$93.98	Twice Weekly
64 Gallon Cart	\$21.86	\$19.58	\$2.35	\$2.12	\$23.72	\$21.28	\$47.93	\$42.98	\$20.40	\$20.33	\$68.33	\$63.31	Weekly
	\$43.65	\$39.22	\$4.71	\$4.26	\$47.48	\$42.62	\$95.84	\$86.10	\$40.81	\$40.68	\$136.65	\$125.78	Twice Weekly
93 Gallon Cart	\$29.31	\$25.24	\$3.18	\$2.77	\$31.91	\$27.48	\$64.40	\$55.49	\$29.58	\$29.47	\$93.98	\$84.96	Weekly
	\$58.66	\$50.60	\$6.37	\$5.55	\$63.79	\$55.02	\$128.82	\$111.17	\$59.17	\$58.93	\$187.99	\$170.10	Twice Weekly

TABLE 2

COMMERCIAL BIN RATES (Monthly Service)

1.0 CY	\$87.33		\$9.27		\$94.97		\$191.57		\$64.95		\$256.52		ONCE PER WEEK
	\$156.23		\$16.68		\$169.87		\$342.78		\$129.36		\$472.14		2x per week
	\$225.38		\$24.13		\$245.12		\$494.63		\$193.76		\$688.39		3x per week
	\$294.43		\$31.57		\$320.24		\$646.24		\$258.18		\$904.42		4x per week
	\$363.53		\$39.00		\$395.35		\$797.88		\$322.60		\$1,120.48		5x per week
	\$432.63		\$46.45		\$470.53		\$949.61		\$387.01		\$1,336.62		6x per week
1.5 CY	\$126.37		\$13.42		\$137.37		\$277.16		\$97.28		\$374.44		ONCE PER WEEK
	\$194.34		\$21.03		\$211.39		\$426.76		\$192.87		\$619.63		2x per week
	\$294.48		\$31.86		\$320.34		\$646.68		\$289.38		\$936.06		3x per week
	\$389.28		\$42.12		\$423.46		\$854.86		\$385.75		\$1,240.61		4x per week
	\$482.92		\$52.33		\$525.34		\$1,060.59		\$482.07		\$1,542.66		5x per week
	\$561.28		\$60.94		\$610.54		\$1,232.76		\$577.96		\$1,810.72		6x per week
2.0 CY	\$130.30		\$14.09		\$141.69		\$286.08		\$128.59		\$414.67		ONCE PER WEEK
	\$233.65		\$25.51		\$254.18		\$513.34		\$256.41		\$769.75		2x per week
	\$337.08		\$36.92		\$366.78		\$740.78		\$384.23		\$1,125.01		3x per week
	\$440.43		\$48.38		\$479.24		\$968.05		\$512.02		\$1,480.07		4x per week
	\$543.72		\$59.78		\$591.70		\$1,195.20		\$639.84		\$1,835.04		5x per week
	\$647.18		\$71.20		\$704.32		\$1,422.70		\$767.65		\$2,190.35		6x per week

EXHIBIT A: MID-COUNTY FRANCHISE RATES

EUREKA AREA (EOC)

TYPE OF SERVICE	1	2	3	4	5	6	9	10	11	12	13	14	15
	LABOR		FUEL		NOS		BASE RATE		DISPOSAL FEES		COMBINED RATE		FREQUENCY OF SERVICE
	One cont.	Add'l cont.	One cont.	Add'l cont.	One cont.	Add'l cont.	One cont.	Add'l cont.	One cont.	Add'l cont.	One cont.	Add'l cont.	
(TABLE 2; Continued)													
2.5 CY	\$162.81		\$17.63		\$177.09		\$357.53		\$160.74		\$518.27		ONCE PER WEEK
	\$296.06		\$32.30		\$322.09		\$650.45		\$320.63		\$971.08		2x per week
	\$429.38		\$46.97		\$467.13		\$943.48		\$480.50		\$1,423.98		3x per week
	\$562.66		\$61.64		\$612.21		\$1,236.51		\$640.40		\$1,876.91		4x per week
	\$695.86		\$76.32		\$757.20		\$1,529.38		\$800.27		\$2,329.65		5x per week
	\$829.22		\$91.02		\$902.29		\$1,822.53		\$960.14		\$2,782.67		6x per week
3.0 CY	\$181.82		\$19.80		\$197.83		\$399.45		\$192.49		\$591.94		ONCE PER WEEK
	\$332.39		\$36.48		\$361.67		\$730.54		\$384.08		\$1,114.62		2x per week
	\$483.05		\$53.15		\$525.68		\$1,061.88		\$575.67		\$1,637.55		3x per week
	\$633.65		\$69.84		\$689.59		\$1,393.08		\$767.25		\$2,160.33		4x per week
	\$784.21		\$86.52		\$853.42		\$1,724.15		\$958.83		\$2,682.98		5x per week
	\$934.85		\$103.22		\$1,017.46		\$2,055.53		\$1,150.41		\$3,205.94		6x per week
4.0 CY	\$232.27		\$25.38		\$252.75		\$510.40		\$256.36		\$766.76		ONCE PER WEEK
	\$429.09		\$47.24		\$466.97		\$943.30		\$511.69		\$1,454.99		2x per week
	\$625.82		\$69.07		\$681.11		\$1,376.00		\$767.02		\$2,143.02		3x per week
	\$822.63		\$90.91		\$895.35		\$1,808.89		\$1,022.35		\$2,831.24		4x per week
	\$1,019.49		\$112.79		\$1,109.66		\$2,241.94		\$1,277.68		\$3,519.62		5x per week
	\$1,216.24		\$134.63		\$1,323.81		\$2,674.68		\$1,533.00		\$4,207.68		6x per week
5.0 CY	\$280.59		\$30.76		\$305.32		\$616.67		\$320.17		\$936.84		ONCE PER WEEK
	\$543.78		\$59.79		\$591.77		\$1,195.34		\$639.83		\$1,835.17		2x per week
	\$762.59		\$84.37		\$830.05		\$1,677.01		\$958.20		\$2,635.21		3x per week
	\$1,003.60		\$111.20		\$1,092.48		\$2,207.28		\$1,277.22		\$3,484.50		4x per week
	\$1,244.62		\$138.01		\$1,354.84		\$2,737.47		\$1,596.24		\$4,333.71		5x per week
	\$1,485.66		\$164.83		\$1,617.23		\$3,267.72		\$1,915.25		\$5,182.97		6x per week
6.0 CY	\$327.96		\$36.03		\$356.83		\$720.82		\$383.95		\$1,104.77		ONCE PER WEEK
	\$612.16		\$67.72		\$666.28		\$1,346.16		\$766.62		\$2,112.78		2x per week
	\$896.51		\$99.39		\$975.92		\$1,971.82		\$1,149.30		\$3,121.12		3x per week
	\$1,180.75		\$131.09		\$1,285.38		\$2,597.22		\$1,531.97		\$4,129.19		4x per week
	\$1,465.00		\$162.77		\$1,594.88		\$3,222.65		\$1,914.65		\$5,137.30		5x per week
	\$1,749.26		\$194.46		\$1,904.39		\$3,848.11		\$2,297.32		\$6,145.43		6x per week
7.0 CY	\$370.11		\$40.79		\$402.79		\$813.69		\$447.57		\$1,261.26		ONCE PER WEEK
	\$692.99		\$76.88		\$754.37		\$1,524.24		\$893.77		\$2,418.01		2x per week
	\$1,015.89		\$112.98		\$1,105.98		\$2,234.85		\$1,339.97		\$3,574.82		3x per week
	\$1,338.82		\$149.09		\$1,457.66		\$2,945.57		\$1,786.17		\$4,731.74		4x per week
	\$1,661.57		\$185.17		\$1,809.14		\$3,655.88		\$2,232.36		\$5,888.24		5x per week
	\$1,984.58		\$221.28		\$2,160.85		\$4,366.71		\$2,678.56		\$7,045.27		6x per week
DEBRIS BOX RATES (Per Pick Up Rates for One Container)													
15 YD	\$172.07		\$19.10		\$187.32		\$378.49		\$221.01		\$599.50		Per pick up to 1.515 Tons
18 YD	\$183.74		\$20.63		\$200.08		\$404.45		\$264.54		\$668.99		Per pick up to 1.818 Tons
20 YD	\$191.45		\$21.66		\$208.60		\$421.71		\$293.58		\$715.29		Per pick up to 2.0196 Tons
30 YD	\$229.79		\$26.85		\$251.29		\$507.93		\$438.70		\$946.63		Per pick up to 4.0392 Tons
40 YD	\$268.49		\$32.01		\$293.96		\$594.46		\$583.82		\$1,178.28		Per pick up to 4.0392 Tons
								\$140.66	per ton		\$140.66		per ton for overweight
TOTAL:													

EXHIBIT A: MID-COUNTY FRANCHISE RATES

EUREKA AREA (EOC)

TABLE 3 BIN RENTAL RATES

	Monthly	Daily
1 YARD	\$32.82	N/A
1.5 YARD	\$32.82	N/A
2 YARD	\$32.82	N/A
2.5 YARD	\$32.82	N/A
3 YARD	\$32.82	N/A
4 YARD	\$32.82	N/A
5 YARD	\$32.82	N/A
6 YARD	\$32.82	N/A
7 YARD	\$32.82	N/A
15 YARD	\$206.06	\$29.24
20 YARD	\$206.06	\$29.24
40 YARD	\$206.06	\$29.24

TABLE 4 CHARGES FOR SPECIAL SERVICES

PER HOUR FOR ONE (1) MAN AND ONE (1) TRUCK:	\$116.74			
	OR			
PER CUBIC YARD PICKUP	\$37.93	WHICHEVER IS GREATER		
	\$11.44	BASE, +	\$14.21	DISPOSAL
OCCASIONAL USE CONTAINERS:	1.0 YD:	\$40.84	TO DELIVER TO SITE, PLUS	\$55.68 PER EMPTY
(includes container rental)		\$29.22	BASE, +	\$14.21 DISPOSAL
REINSTATEMENT OF SERVICE		\$25.00		
SPECIAL COLLECTION AFTER IMPROPER SET-OUT		\$25.00		
SENIOR SERVICE RATE		\$12.90		
SPECIAL SERVICE FOR BULKY ITEMS & APPLIANCES:				
		\$58.70	PER STOP, PLUS "PASS-THROUGH" COST OF DISPOSAL OR RECYCLING	

TABLE 5	RECYCLING SERVICE	Weekly	\$4.71 per month
	GREEN WASTE SERVICE	Weekly	\$4.71 per month

Exhibit C
Franchise Area

The Franchise Area shall consist of all of the following three areas:

1. Eureka Area

Beginning at the eastern $\frac{1}{4}$ corner of Section 15, T5N, R1E, H.B.&M.; and

Thence south approximately 1 mile to the easterly $\frac{1}{4}$ corner of Section 22; and

Thence south easterly parallel approximately 1,000 feet north of Greenwood Heights Drive (Co. Rd. 4K160) and Kneeland Road (Co. Rd. F6F060) to the intersection with the east side of Section 6, T4N, R2E, H.B.&M.; and

Thence south, to the southeast corner of said Section 6; and

Thence west approximately 8 miles to the southeast corner of Section 2, T4N, R1W, H.B.&M.; and

Thence south approximately 4 miles to the southeast corner of Section 26, T4N, R1W, H.B.&M.; and

Thence due west to State Route 101; and

Thence northerly along Highway 101 to the intersection of the north line of Section 29, T4N, R1W, H.B.&M.; and

Thence west to the east edge of Humboldt Bay; and

Thence following the edge of Humboldt Bay in a northerly direction to a point that is due west of the point of beginning; and

Thence east to the point of beginning; and

Also, the area of the Samoa Peninsula south of the south sides of Section 26 & 27, T6N, R1W, H.B.&M. and the northeast $\frac{1}{4}$ of Section 10, T4N, R1E.

2. Blue Lake/Fieldbrook Area

Beginning at the NW corner of Section 3, T7N, R1E; and

Thence east to the NE corner of Section 1, T7N, R1E; and

Thence south approximately 7 miles to the SE corner of Section 1, T6N, R1E; and

Thence east to the NE corner of Section 9, T6N, R2E; and

Thence south approximately 5 miles to the SE corner of Section 33, T6N, R2E; and

Thence west to the SW corner of Section 36, T6N, R1E; and

Thence north approximately $2\frac{3}{4}$ miles to the center of the Mad River; and

Thence along the center of the Mad River north westerly approximately 1 ½ miles to a point on the Mad River approximately 1,000 feet south of the NW corner of the NE quarter of Section 15, T6N, R1E; and

Thence north approximately 1,000 feet to the middle of the north line of Section 15, T6N, R1E; and

Thence west to the NW corner of Section 15, T6N, R1E; and

Thence north approximately 8 miles to the point of origin.

3. Arcata Area

Beginning at the mouth of the Mad River at the Pacific Ocean;

Thence in a southeasterly direction along the centerline of the Mad River to the east line of Section 23, T6N, R1 E, H.B.&M;

Thence south five and one-quarter (5-1/4) miles, more or less, to the southeast corner of the northeast quarter of Section 14, T5N, R1E, H.B.&M;

Thence west three and three-quarters (3-3/4) miles, more or less, to the east shoreline of Humboldt Bay;

Thence following the shoreline of Humboldt Bay northerly and westerly to the center of Mad River Slough;

Thence along the center of Mad River Slough northwesterly to the northern line of Section 35, T6N, R1W, H.B.&M;

Thence west to the shoreline of the Pacific Ocean;

Thence following said shoreline northeasterly to the point of beginning.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/30/2016

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 have ADDITIONAL INSURED provisions or 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
21650 Oxnard Street, Suite 1600
Woodland Hills, CA 91367

CONTACT NAME: Beecher Carlson Insurance Services
PHONE (A/C No. Ext): 818-598-4200 FAX (A/C No.): 770-870-3043
E-MAIL:
ADDRESS:

www.beechercarlson.com

INSURED
Recology Humboldt County
949 West Hawthorne
Eureka CA 95501

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	ACE American Insurance Company	22667
INSURER B:	Ironshore Europe DAC	N/A
INSURER C:	XL Specialty Insurance Company	37885
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 32193960

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR: \$500,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			XSL G27628321	10/1/2016	10/1/2017	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 - COMPROP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> SIR: \$500K			XSA H08872533	10/1/2016	10/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Auto Physical Damage \$ Self Insured
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS			PN1600870	10/1/2016	10/1/2017	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	N/A	RWE5000442-2 (includes WA Stop Gap) SIR: \$1,000,000	10/1/2016	10/1/2017	<input checked="" type="checkbox"/> PER STATUTE <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 (ACORD 101, Additional Remarks Schedule, may be attached 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: Fieldbrook/Blue Lake

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

JUL 06 2016



July 6, 2016

City Clerk
County of Humboldt
1106 Second Street
Eureka, CA 95501

Dear City Clerk:

Enclosed is our Continuation Certificate for Performance Bond number 104561607 by Travelers Casualty and Surety Company of America on behalf of Recology Humboldt County.

Sincerely,

A handwritten signature in black ink, appearing to read 'Moira Bross'.

Moira Bross
Risk Management Coordinator
Risk Management & Environmental Compliance
415.875.1142 or mbross@recology.com

Enclosure

CONTINUATION CERTIFICATE

The Travelers Casualty and Surety Company of America (hereinafter called the Surety) hereby continues in force its Bond No. 104561607 in the sum of Fifty Thousand Dollars and 00/100 (\$50,000.00) Dollars,

on behalf of Recology Humboldt County

in favor of County of Humboldt, CA

subject to all the conditions and terms thereof through July 1, 2017 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 30th day of June, 2016.

Travelers Casualty and Surety Company of America
Surety

By: [Signature]
Jennifer J. McComb Attorney-in-Fact



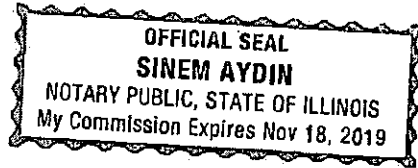
State of Illinois} ss.

On June 30, 2016, before me, Sinem Aydin, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Jennifer J. McComb known to me to be Attorney-in-Fact of Travelers Casualty and Surety Company of America the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires November 18, 2019

Sinem Aydin, Notary Public



Commission No. 829295



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

Surety Bond No. 104561607

Principal: Recology Humboldt County

OR

Project Description:

Obligee: County of Humboldt, CA

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 **Jennifer J. McComb** of the City of **Westmont**, State of **IL**, their true and lawful Attorney-In-Fact, to sign, execute, seal and acknowledge the surety bond(s) referenced above.

IN WITNESS WHEREOF, the Companies have caused this Instrument to be signed and their corporate seals to be hereto affixed, this **10th** day of **September, 2012**.

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:


Robert L. Raney, Senior Vice President

On this the **10th** day of **September, 2012**, 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**.




Marie C. Tetreault, Notary Public

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

This Eighth Amendment to the Solid Waste Collection Franchise Agreement dated June 28, 2011, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Recology Arcata (f/k/a Arcata Garbage Company, Inc.), a California corporation, hereinafter referred to as "CONTRACTOR," is entered into as of June 20, 2017.

RECITALS

WHEREAS, on June 28, 2011, COUNTY and CONTRACTOR entered into a Solid Waste Collection Franchise Agreement for the handling and disposal of solid waste in the unincorporated Arcata area of Humboldt County ("Franchise Agreement") for the period of July 1, 2011 to June 30, 2021; and

WHEREAS, COUNTY and CONTRACTOR subsequently amended the Franchise Agreement seven times; and

WHEREAS, with COUNTY's consent, Recology Inc. acquired all the outstanding shares of CONTRACTOR and changed its name to Recology Arcata; and

WHEREAS, COUNTY and CONTRACTOR desire to amend the Franchise Agreement to shorten the term thereof to June 30, 2017 in order to allow the unincorporated Arcata area of Humboldt County to be merged into the Amended, Restated and Consolidated Solid Waste Collection Franchise Agreement for the Unincorporated Eureka, Arcata, Blue Lake and Fieldbrook Areas of Humboldt County by and between COUNTY and Recology Humboldt County.

NOW THEREFORE, the parties mutually agree as follows:

1. Section 2 of the Franchise Agreement (Term of Franchise) is hereby amended to read in its entirety as follows:

"2. Term of Franchise.

Unless earlier terminated pursuant to this Agreement, the term of this Agreement shall begin on July 1, 2011 and terminate on June 30, 2017."

2. The effectiveness of this Eighth Amendment is expressly conditioned on COUNTY and Recology Humboldt County entering into that certain Ninth Amendment to the Amended and Restated Solid Waste Collection Franchise Agreement for Areas of Humboldt County (Eureka Area), effective as of July 1, 2017, expanding the Franchise Area under said agreement to include the unincorporated Arcata area of Humboldt County.
3. Except as modified herein, the Franchise Agreement dated June 28, 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. Capitalized terms used, but not defined, herein shall have the meanings given to them in the Franchise Agreement. Unless otherwise expressly indicated, all references herein to sections refer to sections of the Franchise Agreement, as amended.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have entered into this Eighth Amendment as of the last date 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.

RECOLOGY ARCATA:

By: Michael J. Sangiacomo
Michael J. Sangiacomo
President & CEO

Date: June 21, 2017

By: Cary Chen
Cary Chen
Corporate Secretary

Recology
Reviewed by:
RG
Legal

Date: June 21, 2017

COUNTY OF HUMBOLDT:

By: Virginia Bass
Virginia Bass
Chair, Board of Supervisors

Date: 6/20/17

INSURANCE CERTIFICATES APPROVED:

By: Kaylen
Risk Management

Date: 6/22/17

**EIGHTH AMENDMENT
SOLID WASTE COLLECTION FRANCHISE AGREEMENT
FOR AREAS OF HUMBOLDT COUNTY (BLUE LAKE/FIELDBROOK AREA)**

This Eighth Amendment to the Solid Waste Collection Franchise Agreement dated April 26, 2011, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Recology Humboldt County, a California corporation, hereinafter referred to as "CONTRACTOR," is entered into as of June 20, 2017.

RECITALS

WHEREAS, on April 26, 2011, COUNTY and CONTRACTOR entered into a Solid Waste Collection Franchise Agreement for the handling and disposal of solid waste and recyclables in the Blue Lake and Fieldbrook areas of Humboldt County ("Franchise Agreement") for the period of July 1, 2011 to December 31, 2020; and

WHEREAS, COUNTY and CONTRACTOR subsequently amended the Franchise Agreement seven times; and

WHEREAS, COUNTY and CONTRACTOR desire to amend the Franchise Agreement to shorten the term thereof to June 30, 2017 in order to allow the unincorporated Blue Lake and Fieldbrook areas of Humboldt County to be merged into the Amended, Restated and Consolidated Solid Waste Collection Franchise Agreement for the Unincorporated Eureka, Arcata, Blue Lake and Fieldbrook Areas of Humboldt County by and between COUNTY and Recology Humboldt County.

NOW THEREFORE, the parties mutually agree as follows:

1. Section 2 of the Franchise Agreement (Term of Franchise) is hereby amended to read in its entirety as follows:

"2. Term of Franchise.

Unless earlier terminated pursuant to this Agreement, the term of this Agreement shall begin on July 1, 2011 and terminate on June 30, 2017."

2. The effectiveness of this Eighth Amendment is expressly conditioned on COUNTY and CONTRACTOR entering into that certain Ninth Amendment to the Amended and Restated Solid Waste Collection Franchise Agreement for Areas of Humboldt County (Eureka Area), effective as of July 1, 2017, expanding the Franchise Area under said agreement to include the unincorporated Blue Lake and Fieldbrook areas of Humboldt County.
3. Except as modified herein, the Franchise Agreement dated April 26, 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. Capitalized terms used, but not defined, herein shall have the meanings given to them in the Franchise Agreement. Unless otherwise expressly indicated, all references herein to sections refer to sections of the Franchise Agreement, as amended.

[Remainder of this page intentionally left blank]

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

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

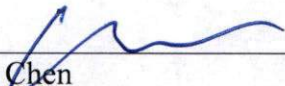
(1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND


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

RECOLOGY HUMBOLDT COUNTY:

By: 
Michael J. Sangiacomo
President & CEO

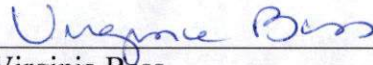
Date: June 21, 2017

By: 
Cary Chen
Corporate Secretary

Recology
Reviewed by: 
Legal

Date: June 21, 2017

COUNTY OF HUMBOLDT:

By: 
Virginia Bass
Chair, Board of Supervisors

Date: 6/20/17

INSURANCE CERTIFICATES APPROVED:

By: 
Risk Management

Date: 6/22/17