



COUNTY OF HUMBOLDT

AGENDA ITEM NO.
C-36

For the meeting of: June 23, 2015

Date: June 10, 2015

To: Board of Supervisors

From: *(M)* Thomas K. Mattson, Public Works Director

Subject: Approve the Amendments to Solid Waste Container Sites and Transfer Station Agreements for FY 2015-16

RECOMMENDATION(S): That the Board of Supervisors:

1. Approves the amendments with Eel River Disposal & Resource Recovery, Inc. for the Southern Container Sites and Redway Transfer Station effective July 1, 2015;
2. Approves the amendment with Humboldt Sanitation Company, Inc. for the Northern Container Sites effective July 1, 2015; and
3. Directs the Clerk of the Board to return two fully executed copies of said amendments to Public Works for distribution.

SOURCE OF FUNDING: General Fund – Solid Waste (1100438)

DISCUSSION: Price forms for the container sites are also calculated each year through index-based adjustments as stipulated in the agreements plus any changes in disposal, processing and operating costs.

- Eel River Disposal & Resource Recovery, Inc.: Redway Transfer Station – County reimbursement in FY 2015-16 is \$14,621.34/month or a decrease of \$1,276.73 from the prior year's reimbursement of \$15,898.07.

Prepared by Thomas K. Mattson/jg

CAO Approval *TZFR*

REVIEW: Auditor *MSM* County Counsel *Sm* Human Resources *Df.* Other _____

TYPE OF ITEM:
 Consent
 Departmental
 Public Hearing
 Other _____

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT
Upon motion of Supervisor *Bass* Seconded by Supervisor *Sundberg*
Ayes *Sundberg, Fennell, Bohn, Bass*
Nays _____
Abstain _____
Absent *Lorelace*

PREVIOUS ACTION/REFERRAL:

Board Order No. _____

Meeting of: _____

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

Dated: *June 23, 2015*
By: *[Signature]*
Kathy Hayes, Clerk of the Board

**SIXTH AMENDMENT TO AGREEMENT
FOR OPERATION AND MAINTENANCE OF THE REDWAY TRANSFER STATION**

This the Sixth Amendment to the Agreement for Operation and Maintenance of the Redway Transfer Station dated June 22, 2010 ("Agreement"), executed by and between the County of Humboldt, hereinafter referred to as "COUNTY," and Eel River Disposal & Resource Recovery, Inc., hereinafter referred to as "CONTRACTOR," is entered into, and shall be effective as of, July 1, 2015.

RECITALS

Whereas, on June 22, 2010, COUNTY and CONTRACTOR entered into the Agreement to operate and maintain the Redway Transfer Station for the purpose of hauling and disposing of the solid waste, and collecting and processing the source separated recyclable materials, collected therein from May 1, 2010 to June 30, 2029; and

Whereas, the parties desire to amend the Agreement to adjust the compensation payable to CONTRACTOR for the handling of solid waste pursuant to said Agreement.

NOW, THEREFORE, IT IS AGREED as follows:

1. Section 16(A) is deleted in its entirety and replaced with the following:

16. PAYMENT TO CONTRACTOR

- A. Payment Amount – COUNTY shall pay CONTRACTOR a fixed annual payment as specified in the Site Price Form in Exhibit 1-A for the period of July 1, 2015 to June 30, 2016. The Payment amount shall be calculated as specified in Exhibit 1-B.

The total annual amount payable to CONTRACTOR, as it may be modified pursuant to the provisions of this Section or Sections 17, 18, or 19, shall be known as the "Payment Amount." Payment shall be made in twelve equal monthly installments, according to the procedure set forth in Section 16(B). If any alternate disposal site or sites are designated, the Payment Amount shall be adjusted as provided for in Section 18(C) of this Agreement.

If Gate Fees or Disposal Rates are changed, the Payment Amount shall be adjusted as provided for in Sections 17.B or 18.B of this Agreement.

2. The Agreement is hereby amended to delete Exhibit 1-A – Redway Transfer Station and Recycling Center Site Price Form and replace it in its entirety with the revised Redway Transfer Station and Recycling Center Site Price Form, which is attached hereto and incorporated herein by reference.
3. The Agreement is hereby amended to delete Exhibit 1-B – Formula to Calculate Payment Amount and replace it in its entirety with the revised Formula to Calculate Payment Amount, which is attached hereto and incorporated herein by reference.
4. The Agreement is hereby amended to delete Exhibit 2 – Standard of Fee Collection and replace it in its entirety with the revised Standard of Fee Collection, which is attached hereto and incorporated herein by reference.

5. The Agreement is hereby amended to delete Exhibit 3 – List of Fees and Charges for Recyclable Materials Accepted at Sites and replace it in its entirety with the revised List of Fees and Charges for Recyclable Materials Accepted at Sites, which is attached hereto and incorporated herein by reference.
6. Except as modified herein or by prior amendments, the Agreement shall remain in full force and effect. In the event of a conflict between the provisions of this Sixth Amendment and the original Agreement, or any prior amendments thereto, the provisions of this Sixth Amendment shall govern.

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

COUNTY OF HUMBOLDT

By: 
Chair, County Board of Supervisors

Date: 6/23/2015

ATTEST:

By: 
Clerk of the Board of Supervisors

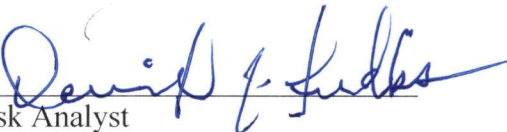
Date: 6-23-2015

APPROVED AS TO FORM:

By: 
Deputy County Counsel

Date: 6/15/15

INSURANCE CERTIFICATES APPROVED:

By: 
Risk Analyst

Date: 6/16/15

EEL RIVER DISPOSAL AND RESOURCE RECOVERY, INC.

By: 
Harry A. Hardin, President

Date: 6-1-15

By: 
Karen Smith, Secretary

Date: 6-1-15

Exhibit 1-A
 REDWAY TRANSFER STATION AND RECYCLING CENTER
 Effective July 1, 2015

	A	B	C	D	E	F	G	H	I	J
Site	Tons*	Site Costs**	Environmental Liability Insurance Cost	Haul Costs	Disposal Costs	Overhead & Profit 25% C+E	Total Operating Cost	Contract Revenue	Net County Cost	
Redway Transfer Station Total:	3,567.46 from ERD	\$ 256,007 from ERD	\$ 10,010 Annual Fee	\$ 49,231.35 tons x haul cost per ton	\$ 436,050.64 tons x tipping fee	\$ 76,309.65	\$ 827,608.86 C+D+E+F+G	\$ 642,142.80 tons x fee per ton	\$ 185,466.06 Oper Cost less Revenue	
CPI Adjustment Factor	Prior Yr	Current Yr	Proposed FY 15/16							
ERD Tipping Fee**	121.41	\$ 122.23	\$ 122.23							
Hourly Haul Rate**	92.60	\$ 92.00								
Haul Cost Per Ton	13.89	\$ 13.80								
Fee per ton (County Fee Schedule)	180.00	\$ 180.00								
Site Cost per Hour:										
Site Cost		\$ 256,007								
divided # weeks/yr		52								
divided # hrs/week		41								
		\$ 120.08								
Total Six Month Payment from County:										
Net County Cost		\$ 185,466.06								
Environmental Liability Insurance		\$ 10,010.00								
divided by mos./yr.		\$ 175,456.06								
Monthly Payment from County		\$ 14,621.34								

*Tons used are from January to December 2014

**Subject to annual CPI adjustment

Exhibit 1-B

Formula to Calculate Payment Amount:

Contract Revenue Less Total Operating Cost = Net County Cost or Payment Amount

Where:

Contract Revenue = Tonnage X Fee Per Ton
(Column I of Site Price Form)

Less

Total Operating Cost = Site Cost + Environmental Liability Insurance Premium + Haul Cost +
Disposal Cost + Overhead Profit as described below:

Site Cost Provided By CONTRACTOR at the beginning of this Agreement
(Column C of the Site Price Form)

Add

Environmental Liability Insurance Premium, if coverage is provided by
COUNTY
(Column D of the Site Price Form)

Add

Haul Cost equals the Tonnage X Haul Cost after CPI adjustment
(Column E of the Site Price Form)

Add

Disposal Cost equals the Tonnage X Disposal Cost per ton
(Column F of the Site Price Form)

Add

Overhead Profit which is 25% of Site Cost plus Haul Cost
(Column G of Site Price Form)

Exhibit 3**List of Fees and Charges for Recyclable Materials Accepted at Sites**

Material Type	Cost per Unit	Conditions of Acceptance
Debris (per ton)	\$ 180.00	\$12 minimum
Metal (per ton)	\$ 35.00	\$12 minimum
Brush & Wood (per ton)	\$ 140.00	\$12 minimum
TVs or Monitors (each)	\$ 25.00	
Appliance with freon (each)	\$ 35.00	
Other appliances (each)	\$ 20.00	
Car Batteries (each)	\$ 2.00	
Oil (each)	\$ 0.25	
Oil Filters (small, each)	\$ 0.50	
Oil Filters (large, each)	\$ 0.75	

**SEVENTH AMENDMENT TO AGREEMENT
FOR OPERATION OF SOUTHERN SOLID WASTE CONTAINER SITES**

This the Seventh Amendment to the Agreement for Operation of Seven Southern Solid Waste Container Sites dated April 27, 2010 ("Agreement"), executed by and between the County of Humboldt, hereinafter referred to as "COUNTY," and Eel River Disposal & Resource Recovery, Inc., hereinafter referred to as "CONTRACTOR," is entered into, and shall be effective as of, July 1, 2015.

RECITALS

WHEREAS, on April 27, 2010, COUNTY and CONTRACTOR entered into the Agreement to operate seven (7) solid waste container sites in southern Humboldt County for the purpose of collecting, transporting and disposing of solid waste and source separated recyclable materials from May 1, 2010 to June 30, 2019; and

WHEREAS, the parties desire to amend the Agreement to adjust the compensation payable to CONTRACTOR for the handling of solid waste pursuant to said Agreement.

NOW, THEREFORE, IT IS AGREED as follows:

1. Section 16(A) is deleted in its entirety and replaced with the following:

16. PAYMENT TO CONTRACTOR

- A. Payment Amount – COUNTY shall pay CONTRACTOR a fixed annual payment as specified in the Site Price Form in Exhibit 1-A for the period of July 1, 2015 to June 30, 2016. The Payment amount shall be calculated as specified in Exhibit 1-B.

The total annual amount payable to CONTRACTOR, as it may be modified pursuant to the provisions of this Section or Sections 17, 18, or 19, shall be known as the "Payment Amount." Payment shall be made in twelve equal monthly installments, according to the procedure set forth in Section 16(B). If any alternate disposal site or sites are designated, the Payment Amount shall be adjusted as provided for in Section 18(C) of this Agreement.

If Gate Fees or Disposal Rates are changed, the Payment Amount shall be adjusted as provided for in Sections 17.B or 18.B of this Agreement.

If any container sites are closed or new container sites are opened, the payment amount shall be adjusted as provided for in Section 19 of this Agreement.

2. The Agreement is hereby amended to delete Exhibit 1-A – Southern Container Sites Price Form and replace it in its entirety with the revised Southern Container Sites Price Form, which is attached hereto and incorporated herein by reference.
3. The Agreement is hereby amended to delete Exhibit 1-B – Formula to Calculate Payment Amount and replace it in its entirety with the revised Formula to Calculate Payment Amount, which is attached hereto and incorporated herein by reference.

4. The Agreement is hereby amended to delete Exhibit 2 – Standard of Fee Collection and replace it in its entirety with the revised Standard of Fee Collection, which is attached hereto and incorporated herein by reference.
5. The Agreement is hereby amended to delete Exhibit 3 – List of Fees and Charges for Recyclable Materials Accepted at Sites and replace it in its entirety with the revised List of Fees and Charges for Recyclable Materials Accepted at Sites, which is attached hereto and incorporated herein by reference.
6. Except as modified herein or by prior amendments, the Agreement shall remain in full force and effect. In the event of a conflict between the provisions of this Seventh Amendment and the original Agreement, or any prior amendments thereto, the provisions of this Seventh Amendment shall govern.

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

COUNTY OF HUMBOLDT

By: 
Chair, County Board of Supervisors

Date: 6/23/2015

ATTEST:

By: 
Clerk of the Board of Supervisors


Date: 6-23-2015

APPROVED AS TO FORM:

By: 
Deputy County Counsel


Date: 6/15/15

INSURANCE CERTIFICATES APPROVED:

By: 
Risk Analyst

Date: 6/16/15

EEL RIVER DISPOSAL AND RESOURCE RECOVERY, INC.

By: 
Harry A. Hardin, President

Date: 6-1-15

By: 
Karen Smith, Secretary

Date: 6-1-15

EXHIBIT 1-A
SOUTHERN CONTAINER SITES PRICE FORM
 Effective July 1, 2015

A	B	C	D	E	F	G	H	I	J	K	L
Site Tons CY 2013	# Trips CY 2013	Hrs/ wk	Site Cost	Env. Liability Insurance	Haul Cost	Disposal Cost	Overhead & Profit	Total Operating Cost	Contract Revenue	Net County Cost	
from monthly reports	from monthly reports	by agreement	Last Year x CPI Adjustment Factor		trips x haul cost/trip	tons x disposal cost/ton	20% of E&G	sum of costs E+F+G+H+I	tons x fee	total cost - revenue	
Alderpoint	63.26	15	\$ 17,958	\$ 202	\$ 9,201	\$ 7,732	\$ 5,432	\$ 40,525	\$ 21,232	\$ 19,293	
Blocksburg	17.94	5	\$ 14,317	\$ 57	\$ 3,303	\$ 2,193	\$ 3,524	\$ 23,394	\$ 6,021	\$ 17,373	
Fruitland	35.07	9	\$ 16,810	\$ 112	\$ 3,186	\$ 4,287	\$ 3,999	\$ 28,394	\$ 11,771	\$ 16,623	
Petrolia	59.81	10	\$ 20,065	\$ 191	\$ 3,775	\$ 7,311	\$ 4,768	\$ 36,109	\$ 20,074	\$ 16,035	
Shelter Cove	70.77	17	\$ 14,853	\$ 226	\$ 10,029	\$ 8,650	\$ 4,976	\$ 38,735	\$ 23,753	\$ 14,982	
Whitethorn	63.23	12	\$ 21,753	\$ 202	\$ 5,944	\$ 7,729	\$ 5,539	\$ 41,167	\$ 21,222	\$ 19,945	
TOTAL:	310.08	68	\$ 105,756	\$ 990	\$ 35,438	\$ 37,901	\$ 28,239	\$ 208,324	\$ 104,072	\$ 104,252	

Prior Yr Current Yr
 Proposed FY 15/16

CPI Adjustment Factor: -0.006471448
Per Ton Disposal Cost: \$ 121.41 \$ 122.23 \$ 122.23

Haul Cost/Trip	Prior Yr	Adjusted for CPI	Proposed Increase
Alderpoint	\$ 617.41	\$ 613.41	\$ 613.41
Blocksburg	\$ 664.90	\$ 660.60	\$ 660.60
Fruitland	\$ 356.33	\$ 354.02	\$ 354.02
Petrolia	\$ 379.94	\$ 377.48	\$ 377.48
Shelter Cove	\$ 593.79	\$ 589.95	\$ 589.95
Whitethorn	\$ 498.55	\$ 495.32	\$ 495.32
Hourly Haul Rate	\$ 92.60	\$ 92.00	\$ 92.00

Tonnage Info*	Total
Alderpoint	63.26
Blocksburg	17.94
Fruitland	35.07
Petrolia	59.81
Shelter Cove	70.77
Whitethorn	63.23
Total	310.08

Fee: Fiscal Year 2012/13 = (50cans/ton)*\$8.95*75% = \$ 335.63

Net County Cost 104,251.99
 Less: Environmental Liability Insurance Cost 990.00
 Annual Cost 103,261.99

Total Monthly Payment 8,605.17
 Plus documented costs for additional work not to exceed \$14,130 annually (County Fiscal Year)

Exhibit 1-B

Formula to Calculate Payment Amount:

Contract Revenue Less Total Operating Cost = Net County Cost or Payment Amount

Where:

Contract Revenue = Tonnage per site X 75% of County Fee (Column K of Site Price Form)

Less

Total Operating Cost = Site Cost + Environmental Liability Insurance Premium + Haul Cost + Disposal Cost + Overhead Profit as described below:

Site Cost Provided By CONTRACTOR at the beginning of this Agreement (Column E of the Site Price Form)

Add

Environmental Liability Insurance Premium, if coverage is provided by COUNTY (Column F of the Site Price Form)

Add

Haul Cost equals the Number of Trips per site X Haul Cost after CPI adjustment (Column G of the Site Price Form)

Add

Disposal Cost equals the Tonnage per site X Disposal Cost per ton (Column H of the Site Price Form)

Add

Overhead Profit which is 20% of Site Cost plus Haul Cost (Column I of Site Price Form)

Exhibit 2

Standard of Fee Collection

- A. Based on current fees:
- | | |
|---------|-------------------|
| \$8.95 | per 30-gallon can |
| \$59.80 | per cubic yard |
- B. And the following assumptions:
- average weight of a 30-gallon can = 40#
average weight of a cubic yard = 267#
- C. Using can-equivalents:
- | | |
|-------------|--------------------|
| 50 cans | = 1 ton |
| 50 x \$8.95 | = \$447.50 per ton |
- D. Using cubic yard equivalents:
- | | |
|---------------|--------------------|
| 7.5 cu yd | = 1 ton |
| 7.5 x \$59.80 | = \$448.50 per ton |
- E. Possible average revenue per ton at 100% of current fee level = **\$448.50 - \$ 447.50**
- F. Minimum adequate level of fee collection = 75% of \$448.50 - \$447.50 = **\$336.38 - \$335.63**

Exhibit 3

List of Fees and Charges for Recyclable Materials Accepted at Sites

Material Type	Cost per Unit	Conditions of Acceptance
Glass	No charge to customer for these materials. Hauling cost paid by County	
Aluminum		
Newspaper		
Cardboard		

Per haul recycling cost, by site: (To be paid by County)

Alderpoint @	\$	613.41 per haul
Blocksburg @	\$	660.60 per haul
Fruitland @	\$	354.02 per haul
Petrolia @	\$	377.48 per haul
Shelter Cove @	\$	589.95 per haul
Whitehorn @	\$	495.32 per haul

Recycling materials may be kept on site as needed to promote the efficient hauling of collected loads, so long as such materials are appropriately controlled and contained, and do not constitute a nuisance or hazard, as determined by the Local Enforcement Agency.

**FIFTH AMENDMENT TO AGREEMENT FOR THE
OPERATION OF THE WILLOW CREEK, ORICK, REDWOOD VALLEY AND ORLEANS
SOLID WASTE CONTAINER SITES,
AND THE HAULING OF REFUSE FROM THE WILLOW CREEK, ORICK, REDWOOD
VALLEY, ORLEANS, and WEITCHPEC CONTAINER SITES**

This the Fifth Amendment to the Agreement for the Operation of the Willow Creek, Orick, Redwood Valley and Orleans Solid Waste Container Sites and the Hauling of Refuse from the Willow Creek, Orick, Redwood Valley, Orleans and Weitchpec Container Sites dated December 13, 2011 ("Agreement"), executed by and between the County of Humboldt, hereinafter referred to as "COUNTY," and Gregory and Christine Cain, and assigned to Humboldt Sanitation Company, Inc., hereinafter referred to as "CONTRACTOR," is entered into, and shall be effective as of, July 1, 2015.

RECITALS

WHEREAS, on December 13, 2011, COUNTY and CONTRACTOR entered into the Agreement to operate and maintain the Willow Creek, Orick, Redwood Valley and Orleans Solid Waste Container Sites, and to haul waste from the Willow Creek, Orick, Redwood Valley, Orleans, and Weitchpec Container Sites, for the purpose of collecting, transporting and disposing of solid waste and source separated recyclable materials from January 1, 2012 to December 31, 2021; and

WHEREAS, the parties desire to amend the Agreement to adjust the compensation payable to CONTRACTOR for the handling of solid waste pursuant to said Agreement.

NOW, THEREFORE, IT IS AGREED as follows:

1. Section 16(A) is deleted in its entirety and replaced with the following:

16. PAYMENT TO CONTRACTOR

- A. Payment Amount – COUNTY shall pay CONTRACTOR a fixed annual payment as specified in the "Price form for the operation, maintenance and transport of waste from the four solid waste container sites in northeastern Humboldt County and transport of waste from the Weitchpec container site," as stated in **Attachment 1** for the period of July 1, 2015 to June 30, 2016. The total annual amount payable to CONTRACTOR, as it may be modified pursuant to the provisions of this Section or Sections 17, 18, or 19, shall be known as the "Payment Amount." Payment shall be made in twelve monthly installments, according to the procedure set forth in Section 16(B).

If Gate Fees or Disposal Rates are changed, the Payment Amount shall be adjusted as provided for in Sections 17(B) or 18(B) of this Agreement.

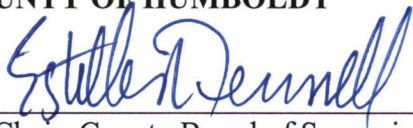
If any alternate disposal site or sites are designated, the Payment Amount shall be adjusted as provided for in Section 18(C) of this Agreement.

If any container sites are closed or new container sites are opened, the payment amount shall be adjusted as provided for in Section 19 of this Agreement.

2. The Agreement is hereby amended to delete Attachment 1 – Northern Container Sites Price Form and replace it in its entirety with the revised Northern Container Sites Price Form, which is attached hereto and incorporated herein by reference.
3. The Agreement is hereby amended to delete Attachment 2 – Standard of Fee Collection and replace it in its entirety with the revised Standard of Fee Collection, which is attached hereto and incorporated herein by reference.
4. The Agreement is hereby amended to delete Attachment 3 – List of Fees and Charges for Recyclable Materials Accepted at Sites and replace it in its entirety with the revised List of Fees and Charges for Recyclable Materials Accepted at Sites, which is attached hereto and incorporated herein by reference.
5. Except as modified herein or by prior amendments, the Agreement shall remain in full force and effect. In the event of a conflict between the provisions of this Fifth Amendment and the original Agreement, or any prior amendments thereto, the provisions of this Fifth Amendment shall govern.

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

COUNTY OF HUMBOLDT

By: 
Chair, County Board of Supervisors

Date: 6/23/2015

ATTEST:

By: 
Clerk of the Board of Supervisors

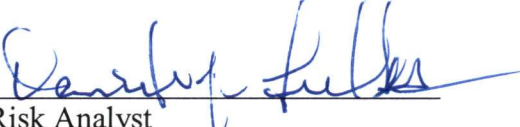
Date: 6-23-2015

APPROVED AS TO FORM:

By: 
Deputy County Counsel


Date: 6/15/15

INSURANCE CERTIFICATES APPROVED:


By: 
Risk Analyst

Date: 6/16/15

HUMBOLDT SANITATION COMPANY, INC.

By: 
Gregory D. Cain, President

Date: 6-9-15

By: 
Christine A. Cain, CFO

Date: 6-9-15

NORTHERN CONTAINER SITES PRICE FORM
Effective July 1, 2015

Attachment 1

Site	Tons*	# Trips	Hrs/ wk	A. Site Costs	B. Haul Costs	C. Fuel	D. Disposal Costs	E. Overhead & Profit	OPERATING COST	F. Est. Revenue	G. NET COST
Willow Creek	798.26	68.0	26.54	40,927.32	45,985.24	15,126.31	\$102,984	53,983.57	\$259,006	\$155,680	\$103,326
Orleans	12.28	2.0	19.71	25,462.08	6,020.81	2,030.85	\$1,584	9,673.53	\$44,772	\$4,122	\$40,650
Orick	6.60	2.0	6.00	13,211.94	6,020.81	1,015.42	\$851	6,354.93	\$27,455	\$2,215	\$25,239
Redwood Valley	12.41	4.0	5.88	14,113.78	5,793.73	660.28	\$1,601	6,433.56	\$28,602	\$4,165	\$24,437
Weitchpec	142.54	21.0	0.00	-	6,815.58	2,403.50	\$18,389	5,615.19	\$33,223	\$0	\$33,223
TOTAL:	972.09	97.0	58.13	\$93,715	\$70,636	\$21,236	\$125,409	\$82,061	\$393,058	\$166,182	\$226,876

PRICE FORM for the operation, maintenance and transport of waste from the four solid waste container sites in northeastern Humboldt County (Willow Creek, Orleans, Orick and Redwood Valley), and transport of waste from the Weitchpec container site to the County's authorized disposal site. Based on 100% HWMA disposal cost @ \$ 129.01 per ton

Annual Adjustment: CPI less energy 1.7647%
 Fuel Index -8.1361%

Total Annual Payment from County
 Less: Environmental Liability Coverage
 Net Annual Payment from County:

\$226,875.85
 0.00 Contractor has own coverage
 \$ 226,875.85

Amount Due from County per Month

\$18,906.32

*Tonnage Totals are from Jan 1, 2014 thru Dec 31, 2014

	Tons*	Rate	Est Rev
Willow Creek Estimated Revenue	771	\$ 190.00	\$ 146,436.80
Gen. Public	28	\$ 335.63	\$ 9,243.25
TOTAL	798		\$ 155,680.05

	Tons*	Rate	Est Rev
Orleans, Orick, Redwood Valley & Weitchpec Estimated Revenue	12	\$ 335.63	\$ 4,121.54
Orleans	7	\$ 335.63	\$ 2,215.16
Orick	12	\$ 335.63	\$ 4,165.17
Redwood Valley	143	\$ 335.63	\$ 48,095.19
Weitchpec	174	\$ 335.63	\$ 58,401.61
TOTAL	174		\$ 10,501.86

Revenue (50(cans/ton)*\$8.95*75% = \$ 335.63

Attachment 2

Standard of Fee Collection

- A. Based on current fees: \$8.95 per 30-gallon can
 \$59.80 per cubic yard
- B. And the following assumptions average weight of a 30-gallon can = 40#
 average weight of a cubic yard = 267#
- C. Using can-equivalents: 50 cans = 1 ton
 50 x \$8.95 = \$447.50 per ton
- D. Using cubic yard equivalents: 7.5 cu yd = 1 ton
 7.5 x \$59.80 = \$448.50 per ton
- E. Possible average revenue per ton at 100% of current fee level = **\$448.50 - \$ 447.50**
- F. Minimum adequate level of fee collection = 75% of \$448.50 - \$447.50 = **\$336.38 - \$335.63**

Attachment 3

List of Fees and Charges for Recyclable Materials Accepted at Sites

Standard recyclable materials are accepted at Willow Creek and Orleans, at no charge, including glass, CA redemption aluminum, CA Redemption #1 Plastic, and newspaper

Material Type	Cost per Unit	Conditions of Acceptance
Refrigerator/Freezer	\$30.00 each	with freon removed
Other appliances	\$30.00 each	
Hot Water Heater	\$20.00 each	
Burn Barrels	\$17.50 each	
Couch	\$30.00 each	
Chair	\$25.00 each	
Mattress or Box Spring	\$17.50 each	

Recycling Materials

For disposal of recyclable materials, Humboldt Sanition may charge between \$0 - \$29.90 per cubic yard.

- Eel River Disposal & Resource Recovery, Inc.: Southern Container Sites – County reimbursement in FY 2015-16 is \$8,605.17/month or an increase of \$89.95 or 1.06% from the prior year’s reimbursement of \$8,515.22.
- Humboldt Sanitation: Northern Container Sites – County reimbursement in FY 2015-16 is \$18,906.32/month or an increase of \$1,078.45 or 6.06% from the prior year’s reimbursement of \$17,827.87.

FINANCIAL IMPACT: County reimbursement to Eel River Disposal & Resource Recovery, Inc. and Humboldt Sanitation for the Southern Container Sites, Redway Transfer Station and Northern Container Sites is projected at \$505,593.96 in FY 2015-16. Professional & Special Services (1100438-2118) which covers the cost of reimbursement is proposed at \$550,000 in the new fiscal year budget to cover these payments and other professional and special service costs.

The requested action conforms to the Board of Supervisors’ Core Roles of encouraging local enterprise and ensuring proper operation of markets. It also provides core services in ways that provide community-appropriate levels of service.

OTHER AGENCY INVOLVEMENT: None

ALTERNATIVES TO STAFF RECOMMENDATIONS: Board discretion

ATTACHMENTS:

- | | |
|---------------|---|
| Attachment #1 | Sixth Amendment to Agreement with Eel River Disposal and Resource Recovery, Inc. for the Redway Transfer Station |
| Attachment #2 | Seventh Amendment to Agreement with Eel River Disposal and Resource Recovery, Inc. for the Southern Container Sites |
| Attachment #3 | Fifth Amendment to Agreement for the Operation of the Willow Creek, Orick, Redwood Valley and Orleans Solid Waste Container Sites, and the Hauling of Refuse from the Willow Creek, Orick, Redwood Valley, Orleans, and Weitchpec Container Sites |

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



POLICY NUMBER: 01LX0117399962

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization: AS PER WRITTEN CONTRACT.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



Edgewood Partners Insurance Center (EPIC)
5350 Old Redwood Highway
Suite 600
Petaluma, CA 94954

Electronic Service Requested

EBIX BPO

SINGLE PIECE

708 2.2601 SP 0.900



County of Humboldt
1106 2ND ST
EUREKA, CA 95501-0531

4



This document has been brought to you by CertificatesNow on behalf of Edgewood Partners Insurance Center.-

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PLEASE NOTE: Requests must be submitted or approved by the Named Insured.-

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-

FREQUENTLY ASKED QUESTIONS:-

-

Q: What is a Certificate of Insurance?-

A: A written document verifying insurance coverage of the Named Insured listed in the top left corner.-

-
-

Q: Why am I receiving this?-

A: The Named Insured listed in the top left corner is performing or has performed operations for you where they have been required to show you evidence of their insurance.-

-
-

Q: What is this costing me?-

A: Certificates are issued as a service to our Named Insured. We will not be sending you an invoice for having received this document.-

-
-

If you have any additional questions or concerns regarding the content of this document, contact our office at (707) 794-7400.-

-

cc:

The data included in this notice and in the attached document is confidential to Ebix BPO and the party responsible for bringing you this information.

CONTINUATION CERTIFICATE

Premium Amount: \$875.00

In consideration of the premium charged, Indemnity Company of California, as surety, hereby continues in force Bond No. 515827P dated October 01, 1998, in the amount of Thirty-five Thousand Dollars and No/100 (\$35,000.00) on behalf of Eel River Disposal Co., Inc. as Principal, in favor of The County of Humboldt as Obligee for the period June 30, 2015 and ending June 30, 2016 subject to all terms and conditions of the said bond:

PROVIDED that the liability of Indemnity Company of California, as surety, shall not exceed in the aggregate the amount above written, whether the loss shall have occurred during the term of said bond or during any continuation or continuations thereof, or partly during said term and partly during any continuation or continuations thereof.

Signed and Sealed this 19th, Day of May, 2015.

INDEMNITY COMPANY of California
Surety

By: 

Natalie Ann Horder, Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

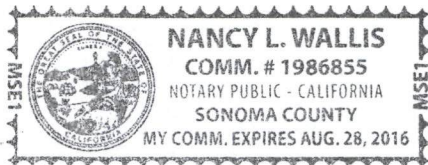
STATE OF CALIFORNIA

County of Sonoma }

On May 19, 2015 before me, Nancy L. Wallis, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Natalie Ann Horder

Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature Nancy L. Wallis
Signature of Notary Public Nancy L. Wallis

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing: _____

**POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA**
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOWALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

Catherine A. Pinney, Stacy M. Clinton, K. Dixon Wright, Nancy L. Wallis, Kandace L. Reeves, Natalie Ann Horder, Michael Landucci, jointly or severally

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this January 29, 2015.

By: *Daniel Young*
Daniel Young, Senior Vice-President

By: *Mark Lansdon*
Mark Lansdon, Vice-President



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

On January 29, 2015 before me, Lucille Raymond, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Daniel Young and Mark Lansdon
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Lucille Raymond*
Lucille Raymond, Notary Public



Place Notary Seal Above

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 19th day of May, 2015.

By: *Cassie J. Berrisford*
Cassie J. Berrisford, Assistant Secretary

CONTINUATION CERTIFICATE

Premium Amount: \$875.00

In consideration of the premium charged, Indemnity Company of California, as surety, hereby continues in force Bond No. 515828P dated October 01, 1998, in the amount of Thirty-five Thousand Dollars and No/100 (\$35,000.00) on behalf of Eel River Disposal Co., Inc. as Principal, in favor of The County of Humboldt as Obligee for the period June 30, 2015 and ending June 30, 2016 subject to all terms and conditions of the said bond:

PROVIDED that the liability of Indemnity Company of California, as surety, shall not exceed in the aggregate the amount above written, whether the loss shall have occurred during the term of said bond or during any continuation or continuations thereof, or partly during said term and partly during any continuation or continuations thereof.

Signed and Sealed this 19th, Day of May, 2015.

INDEMNITY COMPANY of California
Surety

By: 

Natalie Ann Horder, Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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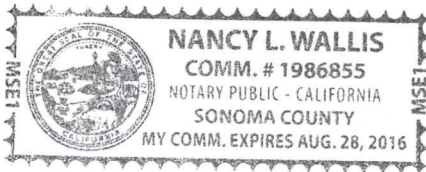
STATE OF CALIFORNIA

County of Sonoma }

On May 19, 2015 before me, Nancy L. Wallis, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Natalie Ann Horder

Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature Nancy L. Wallis
Signature of Notary Public Nancy L. Wallis

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing: _____

**POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA**
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

Catherine A. Pinney, Stacy M. Clinton, K. Dixon Wright, Nancy L. Wallis, Kandace L. Reeves, Natalie Ann Horder, Michael Landucci, jointly or severally

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this January 29, 2015.

By: *Daniel Young*
Daniel Young, Senior Vice-President

By: *Mark Lansdon*
Mark Lansdon, Vice-President



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

On January 29, 2015 before me, Lucille Raymond, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Daniel Young and Mark Lansdon
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.
Signature *Lucille Raymond*
Lucille Raymond, Notary Public



Place Notary Seal Above

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 19th day of May, 2015.

By: *Cassie J. Berrisford*
Cassie J. Berrisford, Assistant Secretary