AGREEMENT

BETWEEN THE COUNTYOF HUMBOLDT

AND

HUMBOLDT SANITATION, COMPANY

FOR

THE FOR OPERATION OF

THE WILLOW CREEK, ORICK, REDWOOD

VALLEY AND ORLEANS CONTAINER SITES,

AND

THE TRANSPORT OF REFUSE

FROM THE WILLOW CREEK, ORICK,

REDWOOD VALLEY, ORLEANS, AND

WEITCHPEC CONTAINER SITES

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AGREEMENT BETWEEN THE COUNTYOF HUMBOLDT AND HUMBOLDT SANITATION, COMPANY FOR THE FOR OPERATION OF THE WILLOW CREEK, ORICK, REDWOOD VALLEY AND ORLEANS CONTAINER SITES, AND THE TRANSPORT OF REFUSE FROM THE WILLOW CREEK, ORICK, REDWOOD VALLEY, ORLEANS, AND WEITCHPEC CONTAINER SITES

This Agreement is entered into this _____ day of _____, 2026 and between the COUNTY OF HUMBOLDT, a political subdivision of, hereinafter called COUNTY, and Humboldt Sanitation Company Inc., hereinafter called CONTRACTOR.

RECITALS

WHEREAS, the CONTRACTOR and has provided solid waste service for the northeastern container sites for several years; and

WHEREAS, COUNTY, has determined that CONTRACTOR is qualified to continue providing solid waste services for the northeastern container sites as required by this Agreement;

NOW, THEREFORE, the parties hereto mutually agree as follows:

DIVISION I: INITIAL PROVISIONS

1. GRANT OF AGREEMENT

There is hereby granted to CONTRACTOR, upon the terms and conditions hereinafter specified, an 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. .

The definition of "solid waste" and all other definitions not otherwise defined in this document shall be as defined in Section 521-3, Chapter 1 of Division 2 of Title V of the Humboldt County Code.

2. TERM OF AGREEMENT

Unless terminated pursuant to the Agreement, the term shall commence July 1, 2025, and terminate on June 30, 2027. If both parties agree, this Agreement may be extended by amendment for an additional five years, consistent with Section 521-6(c), Chapter 1 of Division 2 of Title V of the Humboldt County Code.

3. OPERATION IN ACCORDANCE WITH LAW

CONTRACTOR shall operate equipment and provide the services contained herein in accordance with the terms of this Agreement and all laws, standards, ordinances, and regulations of the County of Humboldt, the State of California, and the Federal Government, presently in effect or as may be enacted or amended during the term of this Agreement.

Permits issued by the Local Enforcement Agency of the Public Health Branch of the Department of Health and Human Services shall be held in the name of and issued to CONTRACTOR. All costs of complying with such laws and regulations, and of obtaining permits and licenses therefor, shall be the responsibility of CONTRACTOR.

4. SOLID WASTE CONTAINER SITE LOCATIONS

The sites contained in the Northeastern Container System consist of the sites at or near Willow Creek, Orleans, Orick, Redwood Valley and Weitchpec (sometimes referred to in the Contract as "Site" or "Sites"), and more specifically located as follows:

1. Willow Creek - located adjacent to and west of Highway 96, 6.16 miles north of Willow Creek/ SW 1/4, Section 5, T7N, R5E, H.B.&M.

2. Orleans - located adjacent to and west of Ishi Pishi Road, 3 miles north of Orleans/NW ¼, Section 29, Tl IN, R6E, H.B.&M

3. Orick - located adjacent to and north of Highway 101, one mile west of Orick/NE ¼, Section 5, TION, RlE, H.B.&M.

4. Weitchpec (Hauling Only) - located at Section 5, T 9North R 4East

5. Redwood Valley - located at Section 6, T 7North R 3East5.

DIVISION 2: OPERATIONS

5. SCHEDULE OF SERVICES.

A. CONTRACTOR shall make the sites open and available to the general public on such days and hours as listed herein, and as may be specified from time to time by COUNTY. If conditions warrant, CONTRACTOR may request changes in days and/or hours of operation in order to increase efficiency of operation, and/or in response to requests from the community by submitting a written request to COUNTY at least sixty (60) calendar days prior to scheduled changes. Such changes must be approved in writing, in advance by COUNTY. CONTRACTOR shall submit a calculation of its adjusted site cost when site hours are increased or decreased, and COUNTY shall adjust compensation to CONTRACTOR.

B. Hours - The initial hours of operation for the Northern Container Sites are:

i. Willow Creek Container Site

1. April I through October 31
   Thursday through Monday
   10:00 a.m. to 4:00 p.m.

2. November I thru March 31
   Thursday through Sunday
   10:00 a.m. to 4:00 p.m.

ii. Orleans Container Site

Thursday through Sunday
11 :00 a.m. to 4:00 p.m.

iii. Orick Container Site

Saturday Only.
10:00 am. to 4:00 p.m.

iv. **Weitchpec (Hauling Only)**

Wednesday through Sunday
10:00 a.m. to 4:00 p.m.

v. **Redwood Valley**

Sunday Only,
10:00 a.m. to 4:00 p.m

C. Holidays - Willow Creek, Orick, Redwood Valley and Orleans Sites may be closed on Labor Day, Thanksgiving, Christmas Day, New Year's Day, Easter Sunday, Memorial Day and Independence Day. CONTRACTOR shall have the option of closing sites from December 24 to January I. In the event that CONTRACTOR exercises this option, a sign indicating such closure shall be posted 30 days prior to the closure date. Days of closure for the Weitchpec Site shall at the discretion of the Yurok Tribe, which operates the site. CONTRACTOR shall be notified in advance of the schedule of holidays as established by the Tribe, and as may be changed from time to time.

6. DESCRIPTION OF WORK.

CONTRACTOR agrees to do the following work and provide the following services:

A. Operate and maintain the Willow Creek, Orick, Orleans and Redwood Valley container sites listed herein in accordance with all laws and regulations presently in effect or as may be modified or enacted during the term of this Agreement.

B. Haul and dispose solid waste from the Willow Creek, Orick, Orleans, Redwood Valley and Weitchpec sites, in accordance with all laws and regulations presently in effect or as may be modified or enacted during the term of this Agreement.

C. Collect fees, measure the volume of loads arriving at the sites operated under this Agreement, calculate the cost of each load, give a receipt indicating the quantity of waste disposed and the amount of fees collected to each customer, and treat users in a polite and helpful manner.

D. Accept for recycling materials designated by COUNTY at the sites operated under this Agreement, including but not limited to recyclable glass, aluminum, newspapers, and corrugated cardboard. Additional materials may be accepted at the discretion of the CONTRACTOR. Recycling of these materials may not be discontinued without prior written authorization of Contract Administrator.

E. Provide information regarding waste reduction, recycling, composting, and proper management of potentially hazardous household wastes to site users on a continuing basis at the sites operated under this Agreement. Informational materials to be distributed will be supplied by COUNTY

F. As an alternative to disposal, CONTRACTOR may manage brush and woody debris at the sites in a manner approved by COUNTY, including:

1) Mulching or composting, in accordance with conditions approved by the Local Enforcement Agency (hereinafter LEA) and/or California Integrated Waste Management Board (hereinafter CIWMB); or
2) Burning, if a designated burn area is approved by COUNTY and the California Department of Forestry and Fire Protection (hereinafter CDF), in accordance with the rules and regulations of the CDF.

G. Provide a load checking program at the sites operated under this Agreement to prevent hazardous wastes from entering the disposal container. Such load checking program shall include training employees to recognize and safely handle, as appropriate, hazardous wastes received on site; distributing information to customers regarding the reduction and safe disposal of such materials, and random checking, as determined by CONTRACTOR, of waste received to deter disposal of such materials. Notwithstanding CONTRACTOR's discretion to decide when to perform random checks, CONTRACTOR must perform a minimum of one random check per day per site for each day the facility is open.

H. In conformance with Section 523-1 of the Humboldt County Code, CONTRACTOR shall not allow the following items and materials to be deposed of at the Northern solid waste container sites.

1) Class I hazardous waste, as defined by State law;
2) Liquid waste, including petroleum products and septage;
3) Automobiles, automobile bodies, automobile frames, engines or engine blocks or portions thereof larger than five feet (5 ') in largest dimension and two feet (2 ') in any other dimension. Light-gauge automobile, parts such as hoods, doors, grilles or fenders are permitted;
4) Animal bodies or portions thereof, except for dogs, cats or small animals on an individual basis;
5) Hot ashes or burning materials;
6) Wood waste from sawmill operations in quantities exceeding three (3) cubic yards, without prior approval of COUNTY;
7) Fish processing waste more than four (4) days old;

In addition to the items specified above, CONTRACTOR shall not allow the following items and materials to be deposited into THE COUNTY NORTHERN SOLID WASTE CONTAINER SITES:

8) Asbestos-containing waste;
9) Appliances which have not had Freon and other fluids removed; and
10) Unaltered tires.

CONTRACTOR may provide opportunities at the site for customers to deposit small quantities of appliances for recycling or altered waste tires, providing these materials are managed in accordance with permit conditions and state law.

I. Maintain and repair as necessary all of the COUN1Y-owned constructed and installed facilities located at the sites operated under this Agreement, such as entrance gates, fee collector sheds, pads, perimeter fences, drainage ways, aprons, and asphalt dikes and culverts associated with the site. This includes keeping vegetation trimmed as necessary to permit safe vehicular access, and the mowing and trimming of grasses to a maximum height of six inches (6") to minimize fire hazard and to keep the site in a presentable fashion. No container site building may be constructed, modified or demolished without prior written permission of COUNTY. COUNTY shall be responsible for replacement of the above-referenced facilities located at the sites as necessary due to normal wear and tear.

J. Maintain all containers provided by COUNTY in accordance with Section 7.A of this Agreement.

K. Provide and maintain covered, labeled, lockable, containers painted dark brown, dark green, or other color as approved by COUNTY, for the purpose of storing source-separated recyclable materials accepted at the site from

customers.

L. Maintain the container sites operated under this Agreement in a litter-free condition, including keeping the pad and entire site plus areas up to 300 feet outside the site boundary and in addition, up to 500 feet of the County Road and/or State Highway, in all directions, free of litter or debris.

M. Collect and transport 40-cubic yard refuse containers from northeastern container sites, which are identified in paragraph 7 A below, to a specified point of disposal. The point of disposal shall be determined by the terms of the three-party agreement entered into between CONTRACTOR, the COUNTY and HWMA.

7. COLLECTION EQUIPMENT

A. Containers - COUNTY shall provide CONTRACTOR fourteen (14) 40 cubic yard containers, for the northeastern sites, namely Willow Creek, Orleans, Orick, Redwood Valley and Weitchpec. Containers to be provided will be in as-is condition

CONTRACTOR will maintain containers at the sites in good working condition and appearance during the term of this Agreement. Container lids shall be maintained so that they can be fully closed and locked at the site and during transport, and so that they can be opened and operated by the site caretaker. All containers shall have solid lids capable of preventing rain from entering containers. Containers shall be kept clean and free of any buildup of residual materials, and shall be kept painted with no bare metal or rust visible. CONTRACTOR shall maintain a minimum of one (1) container at each site.

CONTRACTOR shall maintain a minimum of two (2) containers each at the Willow Creek and Orleans sites

CONTRACTOR will return the san1e number of containers in at least as good working condition and appearance as received to COUNTY at the end of the term of this Agreement, or at such time as the Agreement is terminated for any reason, less an allowance for normal wear and tear. COUNTY may conduct periodic inspections to ascertain that containers are in good working condition at all times.

Each container shall be clearly painted on both sidewalls with a number unique to that container, which is to be provided to CONTRACTOR by COUNTY. The numbers shall be legible from the distance of a least fifty feet (50'), and painted in white. In addition, both sides of the container should be labeled with the words "PROPERTY OF HUMBOLDT COUNTY". In the event that CONTRACTOR and COUNTY mutually agree that ownership of said containers shall be transferred to CONTRACTOR, CONTRACTOR agrees to repaint containers to remove the COUNTY'S name and numbering.

CONTRACTOR shall use COUNTY-owned containers to collect and haul solid waste from container sites. No other use of these containers is allowed unless prior written authorization is obtained from COUNTY.

B. Trucks and Trailers – CONTRACTOR will be responsible for providing the required trucks and trailers for transport of the containers.

C. Other Equipment – CONTRACTOR will be responsible for providing any other equipment, supplies, and materials required to carry out the terms and conditions of this Agreement. CONTRACTOR shall provide signs for each site using yellow letters on dark brown background, or other color scheme as approved by COUNTY, in the same style and size as the signs currently at the sites.

CONTRACTOR shall provide safety gear and first-aid equipment for the site. Any site which is open more than four hours per day must be equipped with portable toilet facility for use by site caretaker.

CONTRACTOR shall supply small tools for use on site, including but not limited to a metal tape measure, small calculator, clipboards, writing tablet, chair, broom, shovel, plastic tubs and absorbent for temporary storage of recovered household hazardous wastes, and heavy gloves for each caretaker responsible for collecting fees and maintaining the site.

CONTRACTOR is responsible for determining any and all equipment required, both on and off site, by regulations and laws in effect at the time of signing of this Agreement. All costs for such equipment are included in the payment to CONTRACTOR herein specified. Any additional regulatory-driven costs incurred by CONTRACTOR in the performance of the Agreement shall be subject to negotiations between COUNTY and CONTRACTOR prior to such costs being incurred by CONTRACTOR. Reimbursement for such costs shall be made only if CONTRACTOR has obtained prior written authorization from Contract Administrator for such expenditure.

8. CLEANLINESS OF EQUIPMENT.

CONTRACTOR will maintain all trucks, trailers, containers, and facilities in a clean and sanitary manner. Equipment, storage containers, sheds and site signs shall be repainted as necessary to maintain a good appearance. Trailers and facilities shall be cleaned regularly, as required to remove any residual waste contents. All water from container and facility washing shall be controlled and disposed as required by law.

9. HAZARDOUS WASTE.

CONTRACTOR shall not knowingly allow hazardous waste to enter the solid waste system. COUNTY recognizes that it is impractical for CONTRACTOR to inspect every can and plastic bag. However, CONTRACTOR shall use all reasonable efforts and due diligence in keeping hazardous waste from entering the solid waste stream.

10. FREQUENCY OF COLLECTION.

Frequency of collection shall be based on vector population density, odors and the volume of solid waste in the containers on site. Providing that vector population is kept to a minimum level and that no excessive odors are present, containers shall be collected only when full. Regular inspection by the County Environmental Health Division shall determine whether frequency of collection is adequate to control vector population and odors.

In the event that CONTRACTOR receives notification from the County Division of Environmental Health that frequency of collection is inadequate to control vector populations and odors, CONTRACTOR shall make such collections as are necessary to prevent excess vector populations and odors.

COUNTY shall monitor collection frequency, and in the event of documented occurrences of overflow of containers, may assess the following penalties in any two-year period, which shall be deducted from the monthly payments made to CONTRACTOR:

i. $ 50.00 for the first occurrence;
ii. $100.00 for the second occurrence;
iii. $200.00 for the third and any subsequent occurrences.

In addition to these penalties, in the event that continues violations of this, or other Sections of this Agreement require increased frequency of inspection by the County Public Health Department, CONTRACTOR shall be liable for any increased costs for such inspections.

11. COLLECTION DURING EMERGENCIES.

In the event the CONTRACTOR determines he is unable to properly provide service due to natural or man-made disasters, CONTRACTOR shall immediately notify COUNTY. COUNTY shall, after investigating the circumstances, either:

1. Direct CONTRACTOR to collect the container;
2. Collect the container using Department of Public Works' equipment and labor, withholding the cost thereof from the next monthly payment to CONTRACTOR; or
3. Direct CONTRACTOR not to collect container until such time as

COUNTY determines that it is possible to do so.

Any additional expense incurred by CONTRACTOR as the result of temporary road or bridge closures or limitations, or any re-routing required thereby, shall be borne by CONTRACTOR.

In the event that any road or bridge included in the route used to calculate one-way mileage from the container site to the disposal site is permanently closed, or closed for a period of more than one month, COUNTY shall recalculate Payment Amount using the formula provided in Section 18.C, and shall adjust the amount paid to CONTRACTOR to reflect such change.

12. DISPOSAL FACILITY

All non-hazardous solid waste collected by the CONTRACTOR shall be disposed of at the disposal facility designated by COUNTY, as may be changed from time to time. As of the date of this Agreement, the designated locations are the two facilities described in Attachment 1 according to their allotments.

In the event that COUNTY unilaterally designates an alternate disposal facility, the provisions of Section 18 shall determine any increase or decrease in the amount of payment to which CONTRACTOR is entitled.

13. CONDITIONS OF HAULING DIRECTLY TO LANDFILL

CONTRACTOR shall not be entitled to transport refuse directly to the Dry Creek or Anderson Landfills, without the express written permission of HWMA and the COUNTY. Any such permission may include conditions as specified by the HWMA and the COUNTY, and shall be in the form of a three-party agreement between the CONTRACTOR, HWMA and COUNTY.

DIVISION 3: GENERAL PROVISIONS

14. OWNERSHIP OF WASTE AND RECYCLABLE MATERIALS

Ownership of solid waste and recyclable materials deposited at a container site is vested in the customer until customer deposits solid waste into the 40-cubic yard container, or places recyclable items in the proper location as directed by site caretaker. At such time as materials are deposited as described herein, such materials become the property of CONTRACTOR.

CONTRACTOR shall have salvage rights, and may remove recyclable materials from the bins in an environmentally and physically safe manner.

All solid waste that is not salvaged. shall be hauled to the designated disposal site. All recyclable material stored on site shall be kept in labeled, lockable, covered containers, in a manner which does not create a nuisance or a hazard. Recyclable materials shall be removed from the site on a regular basis, and may not be held on site for a period exceeding a maximum of thirty (30) days, without written permission from the Contract Administrator. In any case, CONTRACTOR shall ensure that recyclable materials are removed at least as necessary to prevent the creation of a nuisance or hazard.

15. DETERMINATION OF TONS COLLECTED AND HAULED

A. All loaded containers shall be weighed prior to unloading at the specified disposal site. Weighmaster shall be informed of the source and content of each container. CONTRACTOR shall keep a daily Jog containing a record of the source, content and weight of each load hauled from any container site, and shall provide this information to COUNTY as required by Section 20.C.

B. In the event that CONTRACTOR for the container sites is also the operator and weighmaster for the specified disposal site, COUNTY may require that loaded containers be weighed at an alternate certified scale as needed to ensure the accuracy of information provided by CONTRACTOR, at CONTRACTOR'S expense.

C. CONTRACTOR warrants, by his or his employee's signature on each weigh ticket, Jog and report to COUNTY, that all waste hauled in containers under this Agreement originates from and was received at the container sites specified in this Agreement. Any false information knowingly provided to COUNTY may constitute grounds for termination of this Agreement, as specified in Sections 24.A and 25. A.

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. 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 sub-section B,. below.

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.

B. Billing Procedure - On or before the fifteenth (15^{th}) of each month, CONTRACTOR shall submit an invoice to COUNTY at the **Department of Public works, 1106 Second Street, Eureka, California**, or other location as may be designated by Contract Administrator. Invoice shall include a monthly report containing the information required by Section 20. D of this Agreement ("Monthly Summary)". On or before the twenty-fifth (25^{th}) of each month, pending receipt of invoice and adequacy of report, or within ten days of receipt of said invoice and adequacy of said report, Contract Administrator shall approve payment and submit invoice to COUNTY Auditor-Controller for payment to CONTRACTOR.

In the event that reports as required by Section 20.D are not received by COUNTY, approval of payment may be withheld until such time as reports are provided to COUNTY by CONTRACTOR.

C. Annual CPI Adjustment to Payment - The first Consumer Price Index (CPI) rate change, if applicable, shall be effective July 1, 2026, and shall be implemented each fiscal year for changes in the Consumer Price Index (CPI). The percentage increase or decrease shall be computed based on the consumer Price Index (CPI) All Cities Average-Urban Wage Earners and Clerical Workers, as determined by the Bureau of Labor Statistics of the U.S, Department of Labor, and as adjusted based on the percentage of CPI included in the bid (100% of CPI). The month of February shall be used as the month of comparison. The percent increase or decrease shall be calculated by comparing February of each rate year to the previous February. CPI rate adjustment shall not be compounded. Annual CPI adjustments must be approved by the Contract Administrator.

An increase greater than the CPI shall require justification by the CONTRACTOR. In addition to any other relevant information, COUNTY may require a certified revenue and expense statement, reviewed by a Certified Public Accountant licensed in the State of California, when considering such a request. All cost associated with the preparation of the submittal shall be borne by the CONTRACTOR.

D. Annual Review and Adjustment of Payment Amount - Beginning in March of the second year of the Agreement, and continuing every successive year thereafter, COUNTY and CONTRACTOR will conduct an annual review of the Agreement, to determine and evaluate the degree and impact of changes which

have occurred since July 1 of the preceding year. COUNTY shall initiate the annual review by performing an analysis of system operation, based on information provided to COUNTY by CONTRACTOR in the monthly reports required by Section 20. C.

In the event that tonnage received at and hauled from the Transfer Station increases by 5% or more in any calendar year, Payment Amount will be increased in accordance with the existing funding methodology, i.e. CONTRACTOR may request that the Payment Amount be revised to compensate for the additional hauling and disposal costs minus the additional revenue generated. If increased tonnage results in increased hauling costs, CONTRACTOR and COUNTY agree to evaluate the implementation of additional measures to reduce tonnage and control costs, including but not limited to the expansion of recycling programs, increase hauling efficiency and reduced hours of site operation.

CONTRACTOR agrees to cooperate with COUNTY in efforts to reduce the amount of waste requiring landfill disposal.

In the event that tonnage received at the container sites decreases by more than 5% in any calendar year, Payment Amount will be decreased at a minimum by the amount saved in disposal costs for the reduced tonnage. Any additional savings in the form of reduced hauling costs shall be retained by CONTRACTOR to offset decreased gate fee revenue, provided that at least one half of any net savings, as determined by COUNTY and CONTRACTOR, shall be spent by CONTRACTOR on increased recycling and waste reduction opportunities for site customers.

If COUNTY and CONTRACTOR cannot agree as to the amount of the adjustment to the Payment Amount to be pursuant to the provisions of this Section, the parties hereto may either arbitrate or terminate this Agreement, as provided in Sections 25 and 26 of the Agreement.

17. GATE FEES

A. Collection by CONTRACTOR – CONTRACTOR shall charge, collect and keep fees as set by the Board of Supervisors by resolution. Such fees shall not be adjusted without the holding of a public hearing. It is the policy of the Board of Supervisors to consider fee adjustments only on an annual basis. Failure by CONTRACTOR to collect adequate levels of fees as set by the Board of Supervisors, and as calculated by Contract Administrator, shall not entitle CONTRACTOR to additional payment from COUNTY.

The Payment Amount established by this Agreement is based on the ability of CONTRACTOR to collect fees as established by COUNTY to partially offset the cost of operation for the Container Sites. In addition to the current level of fees,

Attachment 2 establishes the standard of fee collection assumed by COUNTY, based on an average density of solid waste equal to 40 pounds per 30 gallon containers and 267 pounds per cubic yard of self-haul waste delivered to container sites. This fee schedule shall be updated in the event that fees charged are changed. Standard of fee collection assumed by COUNTY shall be such that the possible revenue per ton collected equals the rate per 30-gallon can times the number of cans per ton. The average of all gate fees collected by CONTRACTOR shall equal or exceed 75% of the fee collection standard established by this Section. CONTRACTOR agrees that the average density determination shall be used to calculate the adequacy of fees in **Attachment 2** unless COUNTY and CONTRACTOR mutually determine that a different average density is justified. COUNTY agrees to adjust the fees accordingly if such a determination is made.

CONTRACTOR may charge and collect a reasonable fee for recyclable materials, and for brush and woody debris, up to a maximum amount of one half the fee set by the Board of Supervisors for landfill waste. Fees and charges for recyclable or compostable materials may be based on volume instead of weight. CONTRACTOR shall provide to COUNTY a list of fees charged for recyclable materials, which list shall be incorporated into this Agreement as **Attachment 3,** and shall update such list in writing to the Franchise Contract Administrator in the event that materials accepted, or fees charged are changed. In the event that CONTRACTOR accepts appliances for recycling at the sites, an additional fee may be collected to offset the cost for removal of Freon or other hazardous materials. Records providing proof of recycling materials for which recycling fees are charged, and of the removal of Freon from recycled appliances, shall be provided to COUNTY upon request, and as part of the reports required by Section 20.C.

B. Contract Adjustment Due to Change in Gate Fees – The fees collected by CONTRACTOR shall be reviewed for adjustment each year as provided in this Section. The fees specified in **Exhibit 2** are the fees in effect as of the date of execution of this Agreement, and the level of fee collection upon which the Payment Amount is based is specified therein. In the event that gate fees are increased by the Board of Supervisors, pursuant to a properly noticed public hearing, the following formula shall be used to calculate the change to the Payment Amount due CONTRACTOR under this Agreement.

Amount of old fee= **A**
Amount of new fee = **B**
New fee/ Old fee = **C**
B x tons received during the prior twelve-month period= **Revenue new**
New Revenue – Old Revenue = Adjustment Amount

Possible Per Ton Revenue for old fees as established in Attachment 2 x C = Possible Per Ton Revenue for new fee.
Adequate Per Ton Revenue for new fee = Possible Revenue x 75%.

Payment Amount due CONTRACTOR in the event of an increase in Gate Fees shall be reduced by the amount of additional revenue presumed collected using the "Adequate Per Ton Revenue" formula provided in this section. Payment Amount due CONTRACTOR in the event of a decrease in Gate Fees shall be increased by the amount of the revenue decrease presumed collected under this same formula. Adjustments to the Payment Amount due CONTRACTOR under this section shall be determined by the Contract Administrator.

18. DISPOSAL RATES

A. Payment by CONTRACTOR – All charges for disposal of collected waste shall be the responsibility of CONTRACTOR. Documented changes to the quantity of waste requiring disposal will be included in the annual adjustment of this Agreement conducted by COUNTY as part of the annual contract adjustment process, as specified in Section 16.D.

B. Contract Adjustment Due to Change in Disposal Rates – If a disposal rate adjustment at the COUNTY-designated disposal site is approved by the Board of Supervisors, which adjustment results in an increase or decrease greater than the annual change to the Consumer Price Index, the Payment Amount established by Section 16 of this Agreement may be amended, subject to the approval of the Board of Supervisors.

C. Change in Point of Disposal: Change in Compensation– In the event that Contract Administrator and/or the Board of Supervisors determines that it is necessary to acquire or use an alternative disposal site or disposal sites, CONTRACTOR shall not be entitled to any compensation by reason thereof, except in the amount hereinafter prescribed:

When a new disposal site is acquired and is designated for use, or when a specified disposal site is abandoned and an alternative disposal site is designed for use, CONTRACTOR shall deliver waste to the new or alternative disposal site as may be ordered by the Board of Supervisors and/or the Contract Administrator(HWMA) Transfer Station located at 1059 West Hawthorne Street, Eureka, California, shall not be considered a new facility.
In the event that the location of the new facility is more than five (5) miles further from the CONTRACTOR'S point of origin than prior facility at Contractor's facility at 2585 Central Avenue, McKinleyville, California, CONTRACTOR may request an increase or decrease in compensation computed as follows:

1. Contract Administrator shall measure the one-way distance, along the most direct route on usable highways, roads and street, from each container site to the entrance of the existing disposal site. For each site, this distance shall

be designated by the site name plus the letter "A:" (e.g., Willow Creek -A, Orleans • A, etc.).

2. Contract Administrator shall also measure the one-way distance, along the most direct route on usable highways, roads and streets, from each container site to the entrance of the new disposal site. For each site, this distance shall be designated by the site name plus the Letter "B" (e.g., Willow Creek-8, Orleans-B, etc.).

3. New distance for each site (B) divided by existing distance for each site (A) shall be used as the "Adjustment Factor" for Hauling Costs, such that:

4. B/A x Existing Hauling Costs= New Hauling Costs

5. In the event that a decrease in one-way mileage greater than 5% results from the designation of a new site, CONTRACTOR shall be permitted to negotiate an adjustment to Total Payment from/to COUNTY to reflect a reallocation of a portion of fixed costs.

This section is not applicable to any change of disposal site which is voluntarily made by CONTRACTOR, at its option. It applies only to changes of disposal site which occur at the direction of the COUNTY.

19. CHANGE IN NUMBER OF CONTAINER SITES

COUNTY reserves the right to close any of the container sites, and/or any disposal site operated by COUNTY, upon thirty (30) days' notice to CONTRACTOR. Additionally, COUNTY reserves the right to add one or more container sites to this Agreement. In the event that the number of sites under this Agreement changes, COUNTY and CONTRACTOR shall negotiate a fair and reasonable adjustment to· the amount of compensation to which CONTRACTOR is entitled.

If COUNTY and CONTRACTOR cannot agree as to the amount of the adjustment to the compensation to be made, pursuant to the provisions of this Section, then either COUNTY or CONTRACTOR may terminate this Agreement by giving tile other party ninety (90) days written notice of its intent to terminate the Agreement, as specified in Section 25.C. In the alternative, if both COUNTY and CONTRACTOR agree, the issue of what tile amount of the adjustment should be may be submitted to arbitration in accordance with the Expedited Rules of the American Arbitration Association (AAA), provided that COUNTY and CONTRACTOR may agree to have the arbitration hearing heard by a single arbitrator acceptable to both COUNTY and CONTRACTOR, but otherwise in accordance with the Expedited Rules of the AAA, as specified in Section 26 of this Agreement.

20. REPORTING AND RECORDKEEPING

A. Books and Records - CONTRACTOR shall keep daily records of all waste and recyclable materials transported, fees collected, and recyclable materials sold, in a form acceptable to COUNTY, and COUNTY shall have the right to inspect the same at any time during regular business hours. The records will also show the weight of all waste and recyclable materials transported, the name of the container site from which the waste and recyclable materials were collected, and the number of labor and equipment hours and materials utilized in operating the container site collection system. Such records shall also include a log of all maintenance and repair work performed at each site and on the containers, as well as a record of all non-ordinary occurrences, complaints, and responses thereto.

B. Quarterly Survey of Waste Origin - During a one-week period for each calendar quarter, from the 8th to the 14th of the months of March, June, September and December, CONTRACTOR shall direct the gatekeeper at each site to conduct a survey of all site users, on forms provided by COUNTY, in order to determine the origin of the waste deposited at the container site during this period. A copy of this survey shall be provided to COUNTY with the Monthly Summary required by Section 20.C, for each month that surveys are required (by April, July, October, and January I 0th).

C. Reports - CONTRACTOR shall, within fifteen (15) days of the end of each month, present to COUNTY a Monthly Summary of the fees collected, recyclable materials sold, tons of waste and tons and types of recyclable materials hauled, number of trips and number of containers hauled, and all ordinary labor and equipment hours, not including maintenance and repairs, for each container site.

In addition to monthly summary reports required to accompany invoices to COUNTY, CONTRACTOR shall submit to the Contract Administrator an annual written report, as required by State and local regulation, compiling the information provided in the monthly summaries, and including a summary of all maintenance and repair work, as well as non-ordinary occurrences, complaints, and responses thereto. Annual reports are due to COUNTY by March I for the preceding calendar year, except that the first report, due March 1, 2027, may include only information for the period from the effective date of the Agreement through December 31, 2026.

CONTRACTOR shall supply additional information, when requested by the Contract Administrator, as specified by the California Integrated Waste Management Act of 1989 and other State or local laws.

The Contract Administrator shall, when requested in writing by the CONTRACTOR, to the degree allowed by law, protect the confidentiality of information contained in reports which is specifically designated by the

CONTRACTOR as confidential and/or proprietary in nature.

D. Audits - CONTRACTOR shall keep records of the gate fees collected in the exercise of this Agreement, and shall submit a declaration under penalty of perjury as to the amount of the gate fees received. In the event that CONTRACTOR requests an increase to the Payment Amount in excess of the CPI, the COUNTY shall have the right to audit and examine records of the gate fees of the CONTRACTOR, at its own expense, or the CONTRACTOR may elect to hire an independent certified public accountant approved by the COUNTY Auditor-Controller to perform an audit, if required. In the event that such audit concludes that under-reporting by CONTRACTOR to COUNTY of two percent (2%) or more has occurred, CONTRACTOR shall reimburse COUNTY for any costs incurred in performing the audit. In the event that such audit finds no evidence of gate fees not recorded as received, COUNTY shall reimburse CONTRACTOR in the amount equal to the COUNTY'S cost to have performed the audit itself. In the event that such audit finds evidence of gate fees not recorded as received, but less than 2% away from the correct amount, CONTRACTOR and COUNTY shall share equally the cost incurred by COUNTY to perform the audit.

21. INSURANCE REQUIREMENTS

This Agreement shall not be executed by COUNTY, and CONTRACTOR is not entitled to any rights hereunder, unless certificates of insurance, or other proof that the following provisions have been complied with, are received by the Humboldt County Risk Manager or a designee thereof.

A. General Insurance Requirements. Without limiting CONTRACTOR's indemnification obligations set forth herein, CONTRACTOR, and its subcontractors hereunder, shall take out and maintain, throughout the entire term of this Agreement, and any extensions thereof, the following policies of insurance, placed with insurers authorized to do business in the State of California with a current A.M. Bests rating of no less than A: VII or its equivalent against personal injury, death and property damage which may arise from, or in connection with, the activities of CONTRACTOR or its agents, officers, directors, employees, licensees, invitees, assignees or subcontractors:

1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of Two Million Dollars ($2,000,000.00) per occurrence for any, one (1) incident, including, without limitation, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.

2. Automobile/Motor Liability Insurance with a limit of liability not less than Two Million Dollars ($2,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles, and be at least as broad as Insurance Service Offices Form Code 1 (any auto).

3. Workers' Compensation Insurance, as required by the California Labor Code, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars ($1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY and its agents, officers, officials, employees and volunteers.

4. Environmental Impairment Liability coverage appropriate for hazardous materials/waste activity contemplated in the Agreement at limits no less than One Million Dollars ($1,000,000.00) per claim; and Two Million Dollars ($2,000,000.00) annual aggregate. The retroactive date (if any) is to be no later than the effective date of this agreement.

B. Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:

1. The Comprehensive or Commercial General Liability Policy shall provide that COUNTY, and its agents, officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by, or on behalf of, CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY or its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:

a. Includes contractual liability.

b. Does not contain exclusions as to property damage caused by explosion or collapse of structures or underground damage, commonly referred to as "XCU Hazards."

c. Is the primary insurance with regard to COUNTY.

d. Does not contain a pro-rata, excess only and/or escape clause.

e. Contains a cross liability, severability of interest or separation of insureds clause.

2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice requirements set forth herein. It is further understood that CONTRACTOR shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.

3. The inclusion of more than one (1) insured shall not operate to impair the rights of one (1) insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one (1) insured shall not operate to increase the limits of the insurer's liability.

4. For claims related to this Agreement, CONTRACTOR's insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to CONTRACTOR's insurance and will not be used to contribute therewith.

5. Any failure to comply with the terms and conditions of this Agreement shall not affect the coverage provided to COUNTY or its agents, officers, officials, employees and volunteers.

6. CONTRACTOR shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the Humboldt County Risk Manager. Any deductible or self-insured retention over One Hundred Thousand Dollars ($100,000.00) shall be disclosed to, and approved by, COUNTY. If CONTRACTOR does not keep all required policies in full force and effect, COUNTY may, in addition to any other available remedies, take out the necessary insurance and deduct the cost of said insurance from the monies owed to CONTRACTOR under this Agreement.

7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and CONTRACTOR shall be required to purchase additional coverage to meet the above-referenced aggregate limits.

C. Insurance Notices. Any and all insurance notices required to be given pursuant to the terms and conditions of this Agreement shall be sent to the addresses set forth below in accordance with the notice requirements contained herein.

COUNTY: County of Humboldt
Attention: Risk Management
825 Fifth Street, Room 131
Eureka, California 95501

CONTRACTOR: Humboldt Sanitation Company, Inc.
Attention: Tasha Eisner, (Vice President)
P.O. Box 2585
McKinleyville, California, 95519

22. HOLD HARMLESS

A. CONTRACTOR agrees to indemnify, defend, and hold harmless COUNTY, its Board of Supervisors, its officers, agents, employees and volunteers, from any and all claims, losses, liability, penalties, fines, settlements, forfeitures and suits (including costs of defense, settlement and reasonable attorneys' fees) which may be assessed or alleged against COUNTY, as a result of death or bodily injury to any

person, destruction of or damage to any property, contamination of or adverse effects on the environment, or any violation or alleged violation of laws, regulations or safety orders caused by, arising out of or resulting from any wrongful acts, errors and omissions, or negligence of the CONTRACTOR, its agents and employees, pertaining to the performance of this Agreement.

B. COUNTY agrees to indemnify and hold CONTRACTOR harmless from all losses, liability, claims, penalties, fines, settlements, forfeitures and suits (including costs of defense, settlement and reasonable attorneys' fees) which may be assessed or alleged against CONTRACTOR as a result of death or bodily injury to any person, destruction of or damage to any property, contamination of or adverse effects on the environment, or any violation or alleged violation of Jaws, regulations or safety orders caused by, arising out of, or resulting from any wrongful acts, errors and omissions, or negligence of COUNTY, its agents and employees, pertaining to the performance of this Agreement.

23. PERFORMANCE BOND

CONTRACTOR shall post a $35,000.00 bond or cash deposit to secure and guarantee the faithful performance of all the terms and conditions of this agreement by CONTRACTOR. Evidence of such bond shall be provided to COUNTY as of the effective date of this Agreement.

DIVISION 4: ENFORCEMENT

24. DEFAULTS, DAMAGES AND REMEDIES

A. CONTRACTOR Event of Default - Acts which shall constitute an Event of Default by CONTRACTOR include:

1) Breach of Agreement - In the event that CONTRACTOR fails to perform any of its obligations hereunder, and fails to cure such breach within fourteen (14) days of receiving Notice from COUNTY specifying the breach, provided that if the nature of the breach is such that it will reasonably require more than fourteen days to cure, CONTRACTOR shall promptly provide Notice to COUNTY, explaining why CONTRACTOR believes it needs additional time to effect a cure, together with a schedule therefore, and shall diligently proceed to cure such breach within such schedule. COUNTY, in its sole discretion, may accept CONTRACTOR'S schedule, make a w1itten demand specifying an alternate schedule, or terminate the Agreement, either (a) immediately, following such Notice, if the breach is such that the health, welfare or safety of the public is endangered thereby, and COUNTY can provide substitute perfom1ance as described under Section 25.A, or (b) at the end of the fourteen day cure period, if such breach has not been corrected;

2) Failure to Perform - In the event that CONTRACTOR fails to provide services as specified by the Agreement, except under Emergency circumstances as authorized by COUNTY, for a period of more than three consecutive days;

3) Bankruptcy, Insolvency, Liquidation - In the event that CONTRACTOR files a voluntary claim for debt relief under any applicable bankruptcy, insolvency, debtor relief, or other similar law now or hereafter in effect, or shall consent to the appointment of or taking of possession by a receiver, liquidator, assignee, trustee, custodian, administrator or similar official of CONTRACTOR for any part of CONTRACOTR'S operation assets or any substantial part of CONTRACTOR'S property, or shall make any general assignment for the benefit of CONTRACTOR'S creditors, or shall fail generally to pay CONTRACTOR'S debts as they become due or shall take any action in furtherance of any of the foregoing.

4) Breach of Representation or Warranties - In the event that any representation or warranty of CONTRACTOR is untrue as of the date of such representation or warranty, or that CONTRACTOR knowingly makes, causes to be made or condones the making of any false entry in its books, accounts, records, and reports hereunder.

B. COUNTY Event of Default - Acts which shall constitute an Event of Default by COUNTY include:

1) Failure to Pay - In the event of failure by COUNTY to provide Payment Amount to CONTRACTOR in accordance with Section 16, or any other amounts due and payable hereunder after the expiration of thirty (30) days following notice and request for payment;

2) Bankruptcy, Insolvency, Liquidation - In the event that COUNTY files a voluntary claim for debt relief under any applicable bankruptcy, insolvency, debtor relief, or other similar law now or hereafter in effect, or shall consent to the appointment of or taking of possession by a receiver, liquidator, assignee, trustee, custodian, administrator or similar official of COUNTY for any part of COUNTY'S operating assets or any substantial part of COUNTY'S property, or shall make any general assignment for the benefit of COUNTY'S creditors, or shall fail generally to pay COUNTY'S debts as they become due or shall take any action in furtherance of any of the foregoing.

3) Breach of Representation or Warranties - In the event that any representation or warranty of COUNTY is untrue as of the date of such representation or warranty.

C. Compensatory Damages – In the event that CONTRACTOR'S failure to perform or to provide services as required under this Agreement causes COUNTY to incur additional costs for the operation of Transfer Station, or for the hauling and/or disposal of waste or recyclable materials, COUNTY'S costs shall be charged against the performance bond or cash deposit, and costs not covered by such bond or cash deposit shall be withheld by COUNTY from any Payment Amount otherwise due CONTRACTOR.

D. Remedies upon Default – Upon occurrence of Default, parties hereto shall have the following rights:

1) COUNTY shall have the right to terminate or suspend the Agreement or any portion hereof, and at COUNTY'S option, may perform CONTRACTOR'S obligations hereunder in accordance with Section 25.C. In addition, COUNTY shall have the right to exercise its remedies under Section 24.C, or as provided elsewhere in this Agreement, and any other available remedies at law and in equity; provided that prior to instituting any court proceeding, COUNTY may request dispute resolution by means of arbitration, in accordance with the provisions of Section 26.

2) CONTRACTOR shall have the right to exercise any and all available remedies at law; provided that prior to instituting any court proceeding, CONTRACTOR may request dispute resolution by means of arbitration, in accordance with the provisions of Section 26.

25. TERMINATION

A. For Cause - If any material term or condition of the Agreement is violate, including but not limited to the provisions of Section 24.A, wither party may give to the breaching party and his surety a Notice to remedy such violation(s) within a fourteen (14) day period; and if such violation(s) is substantial and is not remedied within said period of time, the other party, at its election, may terminate the Agreement; except that, if the breach is such that the public health, welfare or safety is endangered, termination of Agreement by COUNTY may be immediate. If CONTRACTOR becomes insolvent, is adjudged bankrupt, or makes an assignment for the benefit of creditors, the Agreement may be immediately terminated by COUNTY.

B. COUNTY Right to Operate – Upon any breach and/or suspension or termination of the Agreement, any work that CONTRACTOR has failed to do may be performed by COUNTY, either directly or by contracting therefore, at the expense of CONTRACTOR and his surety. COUNTY may operate the system, or carry out any portion of the assigned work utilizing its own or CONTRACTOR'S equipment until CONTRACTOR has demonstrated to the satisfaction of COUNTY that he is again capable of meeting the terms of the

Agreement. On each such occasion, COUNTY shall notify CONTRACTOR, in writing, of the specific failure of CONTRACTOR to perform the required work, and the action to be taken by COUNTY. If CONTRACTOR fails to cure such breach within the specified period of time, COUNTY may terminate the Agreement, and operate the system.

C. Changed Circumstances – Either party may terminate this agreement by giving the other party written notice of such termination not less than 90 days prior to the date of the proposed termination, in the event of a significant and substantial change in the law or in the circumstances and assumptions forming the basis of this Agreement. Events which shall be deemed significant and substantial changes, and which may support termination include, but are not limited to, the following:

1) Adoption of an ordinance or. resolution pursuant to Section 25830 of the Government Code or other applicable State law, establishing a schedule of fees for solid waste disposal and imposing said fees ("dwelling unit equivalents") on land within the territory served by the container sites operated by CONTRACTOR;

2) Action by the Humboldt County Waste Management Authority which significantly impacts the operation of the container sites;

3) Petition by CONTRACTOR to be allowed to haul waste to an alternate disposal site other than the site designated by COUNTY; in the event that such action would substantially benefit the users of these container sites;

4) An increase or decrease greater than 10%, to either the system tonnage upon which this Agreement is based, or to the disposal cost included in Section 18.A or 18.B, in the event that COUNTY and CONTRACTOR are unable to negotiate a mutually acceptable adjustment to the existing Agreement

5) In the event that the parties are unable to reach agreement on adjustments to the Payment Amount as specified in Sections 16, 17 and/or 18;

In the event of termination pursuant to the terms of this Section, the COUNTY may negotiate a new Agreement with CONTRACTOR or may call for bids.

26. DISPUTE RESOLUTION

If both COUNTY and CONTRACTOR agree, the issues which are the subject of a dispute may be submitted to arbitration in accordance with the rules of the American Arbitration Association (AAA), provided that COUNTY and CONTRACTOR may agree to have the arbitration hearing heard by a single arbitrator acceptable to both COUNTY and CONTRACTOR, but otherwise in accordance with the rules of the AAA. Such Arbitration shall take place in Eureka, California.

DIVISION 5: ADMINISTRATION

27. ASSIGNMENT

Except as provided in this Section, CONTRACTOR shall neither assign its rights nor delegate or otherwise transfer its obligations under this Agreement or change its control to any other person or entity without the prior written consent of COUNTY. A change merely in the form of the entity shall be allowed as long as the proportional interests of the owners remain the same. Any such assignment without the consent of COUNTY shall be void and the attempted assignment shall constitute a material breach of this Agreement.

At the time of signing this Agreement, all of the stock of Humboldt Sanitation Company are held by Gregory Cain, Christine Cain, Tavis Cain and Tasha Eisner. A change in control shall be a change in ownership of more than one half of the corporation's outstanding stock to any person or entity other than the current stockholders.

CONTRACTOR shall inform COUNTY, in w1iting, at least 60 days prior to any assignment or change in control stock transfer proposals, and shall not consummate any stock transfer or assignment without approval of COUNTY.

CONTRACTOR must also pay COUNTY its reasonable expenses for attorney's fees and investigation costs to investigate the suitability of the proposed assignee or transferee and to review and finalize any documentation required for such assignment or transfer.

CONTRACTOR shall furnish COUNTY with such financial and experience information as the COUNTY determines is reasonably required to assist it in its review.

If COUNTY does not respond within 60 days, COUNTY approval shall be considered granted. Provided, however, that said period may be extended by the COUNTY for such additional reasonable time as it may need to review and consider the matter. COUNTY shall not unreasonably delay or withhold its consent.

28. COUNTY RIGHT TO AMEND

The County may amend the terms of this Agreement in order to comply with the requirements of state or Federal law or regulations, or to satisfy the terms and conditions of the Lease between the County and the State of California for the property on which the Northern Solid Waste Container Sites is located. The County will provide at least thirty (30) days written notice of the intent to amend this Agreement. In the event that the Contractor believes that the amendment will have a significant effect on its operation of the facility or on the cost of operation, the parties shall utilize the procedure set forth in Section 17 to negotiate a fair and reasonable adjustment to compensation.

29. NUCLEAR FREE ORDINANCE COMPLIANCE

CONTRACTOR certifies by its signature that CONTRACTOR is not a Nuclear Weapon Contractor, in the CONTRACTOR is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems, or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. CONTRACTOR agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor, as defined above. COUNTY may immediately terminate the Agreement if it determines that the foregoing certification is false or if CONTRACTOR becomes a Nuclear Weapons Contractor

30. NOTICES

A letter addressed and sent by certified U.S. Mail, by either party to the other at its business address shown herein, shall be sufficient notice whenever required for any purpose of this agreement:

COUNTY
County of Humboldt
Contract Administrator
1106 Second Street
Eureka, California, 95501

CONTRACTOR
Greg & Christine Cain
Humboldt Sanitation Company, Inc.
P.O. Box 2585
McKinleyville, California, 95519

31. INTERPRETATION OF AGREEMENT

A. <u>Entire Agreement</u> – This Agreement contains the entire agreement between the parties with respect to the transactions contemplated hereby. This Agreement shall completely and fully supersede all prior understandings and agreements between the Parties with respect to such transactions, including those contained in the Notice Inviting Bids, the Resolution Calling for Bids, the Instructions to Bidders, the

Proposal Forms and the Historical Data.

B. Governing Law - This Agreement shall be governed by, the construed and enforced in accordance with the laws of the State of California.

C. Right to Require Performance – The failure of COUNTY at any time to require performance by CONTRACTOR of any provision hereof, shall in no way affect the right of COUNTY thereafter to enforce same, nor shall waiver by COUNTY of any breach of any provision hereof by taken or held to be a waiver of any succeeding breach of such provisions or as a waiver of any provision itself.

D. Counterpart Execution - This Agreement, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to bl) an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. This Agreement, and any amendments hereto, may be signed by manual or electronic signatures in accordance with any and all applicable local, state and federal laws, regulations and standards, and such signatures shall constitute original signatures for all purposes. A signed copy of this Agreement, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement and any amendments hereto.

E. Severability - if any clause, provision, subsection, Section or Division hereof or attachment hereto shall be ruled invalid by any council of competent jurisdiction, then the parties shall;

1) Promptly meet and negotiate a substitute for such Agreement provision which shall, to the greatest extent legally permissible, effect the intent of the parties therein;

2) Negotiate such changes in, substitution or addition to the remaining provisions hereof as may be necessary in addition to and in conjunction with item (1) above to effect the intent of the parties in the invalid Agreement provision.

The invalidity of such Agreement provision shall not affect any of the remaining provisions hereof, and this Agreement shall be construed and enforced as if such invalid Agreement provision did not exist

F. Survival of Provisions - All representation and warranties of the parties herein, and all indemnifications provided for herein, and any other rights and obligations of the parties expressly stated to survive the termination of this Agreement, shall survive such termination, including:

i. Delivery by CONTRACTOR of all records and other materials in accordance with Section 20.A to COUNTY upon termination of the

Agreement;

ii. Delivery by CONTRACTOR of all COUNTY-owned equipment, including a clean and functional site, upon termination of the Agreement in accordance with Sections 7.A. and C.; and

iii. Payment of any amounts due and owing by either party to the other party at the time of termination, including but not limited to any amounts owed in accordance with Sections 16, 23, and 24.

iv.

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

BY:_____
Deputy County Counsel

INSURANCE certificates reviewed and APPROVED:

By: _____
Risk Management

COUNTY OF HUMBOLDT

BY: _____
Mike Wilson - Chair,
Humboldt County Board of Supervisors

Attest:
By_____
Clerk of the Board

Humboldt Sanitation Company, Inc.

BY: _____
Gregory D. Cain
President

BY: _____
Tasha Eisner
Vice President of Administration

NORTHERN CONTAINER SITES PRICE FORM
Effective July 1, 2026

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	721.67	54.0	26.77	56,857.74	63,884.39	20,466.44	$136,576	74,995.96	352,780.57	$138,192	$214,589
Orleans	9.40	2.0	19.52	35,372.86	8,364.33	2,747.81	$1,779	13,438.83	$61,703	$3,155	$58,548
Orick	3.60	2.0	5.88	18,354.51	8,364.33	1,373.90	$681	8,828.51	$37,603	$1,208	$36,394
Redwood Valley	4.53	1.0	5.88	19,607.39	8,048.87	893.38	$857	8,937.73	$38,345	$1,520	$36,824
Weitchpec	210.03	43.5	0.00	-	18,388.85	9,531.50	$39,748	9,584.91	$77,253	$0	$77,253
TOTAL:	**949.23**	**102.5**	**58.05**	**$130,192**	**$107,051**	**$35,013**	**$179,642**	**$115,786**	**$567,684**	**$144,076**	**$423,608**
	from monthly reports	from monthly reports	by agreement	by agreement	by agreement		tons x disposal cost	by agreement	sum of costs	tons x fee	total cost - revenue

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% HumSan disposal cost @ $ 189.25 per ton

Annual Adjustment: CPI less energy 2.5713%
Fuel Index 5.7395%

Total Annual Payment from County $423,608.37
Less: Environmental Liability Coverage 0.00 Contractor has own coverage
Net Annual Payment from County: $ 423,608.37

Amount Due from County per Month $35,300.70

*Tonnage Totals are from Jan 1, 2025 thru Dec 31, 2025

Willow Creek Estimated Revenue			
	Tons*	Rate	Est Rev
Toms Trash	714.29	$ 190.00	$ 135,715.10
Gen. Public	7.38	$ 335.63	$ 2,476.95
TOTAL	721.67		**$ 138,192.05**

Orleans, Orick, Redwood Valley & Weitchpec Estimated Revenue			
	Tons*	Rate	Est Rev
Orleans	9.40	$ 335.63	$ 3,154.92
Orick	3.60	$ 335.63	$ 1,208.27
Redwood Valley	4.53	$ 335.63	$ 1,520.40
Weitchpec	210.03	$ 335.63	
TOTAL	227.56		**$ 5,883.59**

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

	CPI	Willow Creek	Orleans	Orick	Redwood Valley	Weitchpec	Total
Effective July 1, 2012							
fuel	1.24	16,936.93	2,273.94	1,136.97	739.31	2,691.20	23,778.34
disposal		97,439.00	4,010.00	2,086.00	3,264.00	12,580.00	119,379.00
Site	1.03	38,521.41	23,965.29	12,435.28	12,162.98	-	87,084.96
Haul		43,282.00	5,666.88	5,666.88	5,453.15	6,414.93	66,483.83
Admin		4,937.32	822.03	822.03	822.03	822.03	8,225.45
Mgt		4,808.88	801.48	801.48	801.48	801.48	8,014.80
Perf Bond		840.00	160.00	160.00	160.00	160.00	1,480.00
Unforseen Costs		18,121.68	865.19	183.93	139.75	1,551.58	20,862.12
		233,539.22	38,564.81	23,292.57	23,542.70	25,021.22	343,960.51
Profit 20%		21,934.26	6,424.17	3,981.92	3,875.88	1,918.00	38,430.23
Includes 20% Profit		255,473.48	44,988.98	27,274.48	27,418.57	26,939.23	382,094.74
Effective July 1, 2013							
fuel	-0.0079099	16,802.96	2,255.95	1,127.98	733.46	2,669.91	23,590.26
disposal		$94,054	$2,136	$639	$2,053	$13,814	$112,696
Site	1.081929	39,582.25	24,625.27	12,777.73	13,649.94	-	90,635.19
Haul		44,473.94	5,822.94	5,822.94	5,603.32	6,591.59	68,314.73
Admin		5,073.29	844.67	844.67	844.67	844.67	8,451.97
Mgt		4,941.31	823.55	823.55	823.55	823.55	8,235.52
Perf Bond		863.13	164.41	164.41	164.41	164.41	1,520.76
Unforseen Costs		18,620.73	889.01	188.99	143.59	1,594.31	21,436.65
		224,411.62	37,561.80	22,389.27	24,015.94	26,502.44	334,881.08
Profit 20%		22,710.93	6,633.97	4,124.46	4,245.90	2,003.71	39,718.96
Includes 20% Profit		247,122.55	44,195.77	26,513.73	28,261.84	28,506.15	374,600.04
Effective July 1, 2014							
fuel	-0.020053153	16,466.00	2,210.71	1,105.36	718.75	2,616.37	23,117.20
disposal		$102,180	$3,575	$1,335	$1,397	$18,192	126,679.00
Site	1.61%	40,217.62	25,020.55	12,982.84	13,869.04	-	92,090.05
Haul		45,187.83	5,916.41	5,916.41	5,693.27	6,697.39	69,411.30
Admin		5,154.73	858.23	858.23	858.23	858.23	8,587.64
Mgt		5,020.63	836.77	836.77	836.77	836.77	8,367.72
Perf Bond		876.99	167.05	167.05	167.05	167.05	1,545.17
Unforseen Costs		18,919.63	903.28	192.03	145.90	1,619.90	21,780.74
		234,023.42	39,488.00	23,393.67	23,686.01	30,987.72	351,578.82
Profit 20%		23,075.48	6,740.46	4,190.66	4,314.05	2,035.87	40,356.52
Includes 20% Profit		257,098.91	46,228.46	27,584.34	28,000.06	33,023.59	391,935.35
Effective July 1, 2015							
fuel	-0.081360947	15,126.31	2,030.85	1,015.42	660.28	2,403.50	21,236.36
disposal		$102,984	$1,584	$851	$1,601	$18,389	125,409.00
Site	1.76%	40,927.32	25,462.08	13,211.94	14,113.78	-	93,715.12
Haul		45,985.24	6,020.81	6,020.81	5,793.73	6,815.58	70,636.17
Admin		5,245.69	873.37	873.37	873.37	873.37	8,739.18
Mgt		5,109.23	851.54	851.54	851.54	851.54	8,515.38
Perf Bond		892.46	169.99	169.99	169.99	169.99	1,572.44
Unforseen Costs		19,253.49	919.22	195.42	148.47	1,648.49	22,165.10
		235,523.75	37,911.87	23,189.50	24,212.17	31,151.48	351,988.76
Profit 20%		23,482.69	6,859.40	4,264.61	4,390.18	2,071.79	41,068.68
Includes 20% Profit		259,006.44	44,771.27	27,454.11	28,602.35	33,223.27	393,057.43
Effective July 1, 2016							
fuel	-0.274288782	10,977.34	1,473.81	736.90	479.17	1,744.25	15,411.47
disposal		$99,765	$2,201	$1,516	$1,174	$19,288	123,944.00
Site	1.84%	41,679.47	25,930.01	13,454.75	14,373.16	-	95,437.39
Haul		46,830.34	6,131.46	6,131.46	5,900.21	6,940.83	71,934.30
Admin		5,342.10	889.42	889.42	889.42	889.42	8,899.79
Mgt		5,203.12	867.19	867.19	867.19	867.19	8,671.87
Perf Bond		908.86	173.12	173.12	173.12	173.12	1,601.33
Unforseen Costs		19,607.33	936.12	199.01	151.20	1,678.79	22,572.44
		230,313.56	38,602.13	23,967.85	24,007.47	31,581.60	348,472.60
Profit 20%		23,914.25	6,985.46	4,342.99	4,470.86	2,109.87	41,823.43
Includes 20% Profit		254,227.81	45,587.59	28,310.83	28,478.33	33,691.47	390,296.03

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 feel 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.

NORTHERN CONTAINER SITES PRICE FORM
Effective July 1, 2026

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	721.67	54.0	26.77	56,857.74	63,884.39	20,466.44	$136,576	74,995.96	352,780.57	$138,192	$214,589
Orleans	9.40	2.0	19.52	35,372.86	8,364.33	2,747.81	$1,779	13,438.83	$61,703	$3,155	$58,548
Orick	3.60	2.0	5.88	18,354.51	8,364.33	1,373.90	$681	8,828.51	$37,603	$1,208	$36,394
Redwood Valley	4.53	1.0	5.88	19,607.39	8,048.87	893.38	$857	8,937.73	$38,345	$1,520	$36,824
Weitchpec	210.03	43.5	0.00	-	18,388.85	9,531.50	$39,748	9,584.91	$77,253	$0	$77,253
TOTAL:	**949.23**	**102.5**	**58.05**	**$130,192**	**$107,051**	**$35,013**	**$179,642**	**$115,786**	**$567,684**	**$144,076**	**$423,608**
	from monthly reports	from monthly reports	by agreement	by agreement	by agreement		tons x disposal cost	by agreement	sum of costs	tons x fee	total cost - revenue

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% HumSan disposal cost @ $ 189.25 per ton

Annual Adjustment: CPI less energy 2.5713%
Fuel Index 5.7395%

Total Annual Payment from County $423,608.37
Less: Environmental Liability Coverage 0.00 Contractor has own coverage
Net Annual Payment from County: $ 423,608.37

Amount Due from County per Month $35,300.70

*Tonnage Totals are from Jan 1, 2025 thru Dec 31, 2025

Willow Creek Estimated Revenue			
	Tons*	Rate	Est Rev
Toms Trash	714.29	$ 190.00	$ 135,715.10
Gen. Public	7.38	$ 335.63	$ 2,476.95
TOTAL	721.67		**$ 138,192.05**

Orleans, Orick, Redwood Valley & Weitchpec Estimated Revenue			
	Tons*	Rate	Est Rev
Orleans	9.40	$ 335.63	$ 3,154.92
Orick	3.60	$ 335.63	$ 1,208.27
Redwood Valley	4.53	$ 335.63	$ 1,520.40
Weitchpec	210.03	$ 335.63	
TOTAL	227.56		**$ 5,883.59**

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

	CPI	Willow Creek	Orleans	Orick	Redwood Valley	Weitchpec	Total
Effective July 1, 2012							
fuel	1.24	16,936.93	2,273.94	1,136.97	739.31	2,691.20	23,778.34
disposal		97,439.00	4,010.00	2,086.00	3,264.00	12,580.00	119,379.00
Site	1.03	38,521.41	23,965.29	12,435.28	12,162.98	-	87,084.96
Haul		43,282.00	5,666.88	5,666.88	5,453.15	6,414.93	66,483.83
Admin		4,937.32	822.03	822.03	822.03	822.03	8,225.45
Mgt		4,808.88	801.48	801.48	801.48	801.48	8,014.80
Perf Bond		840.00	160.00	160.00	160.00	160.00	1,480.00
Unforseen Costs		18,121.68	865.19	183.93	139.75	1,551.58	20,862.12
		233,539.22	38,564.81	23,292.57	23,542.70	25,021.22	343,960.51
Profit 20%		21,934.26	6,424.17	3,981.92	3,875.88	1,918.00	38,430.23
Includes 20% Profit		255,473.48	44,988.98	27,274.48	27,418.57	26,939.23	382,094.74
Effective July 1, 2013							
fuel	-0.0079099	16,802.96	2,255.95	1,127.98	733.46	2,669.91	23,590.26
disposal		$94,054	$2,136	$639	$2,053	$13,814	$112,696
Site	1.081929	39,582.25	24,625.27	12,777.73	13,649.94	-	90,635.19
Haul		44,473.94	5,822.94	5,822.94	5,603.32	6,591.59	68,314.73
Admin		5,073.29	844.67	844.67	844.67	844.67	8,451.97
Mgt		4,941.31	823.55	823.55	823.55	823.55	8,235.52
Perf Bond		863.13	164.41	164.41	164.41	164.41	1,520.76
Unforseen Costs		18,620.73	889.01	188.99	143.59	1,594.31	21,436.65
		224,411.62	37,561.80	22,389.27	24,015.94	26,502.44	334,881.08
Profit 20%		22,710.93	6,633.97	4,124.46	4,245.90	2,003.71	39,718.96
Includes 20% Profit		247,122.55	44,195.77	26,513.73	28,261.84	28,506.15	374,600.04
Effective July 1, 2014							
fuel	-0.020053153	16,466.00	2,210.71	1,105.36	718.75	2,616.37	23,117.20
disposal		$102,180	$3,575	$1,335	$1,397	$18,192	126,679.00
Site	1.61%	40,217.62	25,020.55	12,982.84	13,869.04	-	92,090.05
Haul		45,187.83	5,916.41	5,916.41	5,693.27	6,697.39	69,411.30
Admin		5,154.73	858.23	858.23	858.23	858.23	8,587.64
Mgt		5,020.63	836.77	836.77	836.77	836.77	8,367.72
Perf Bond		876.99	167.05	167.05	167.05	167.05	1,545.17
Unforseen Costs		18,919.63	903.28	192.03	145.90	1,619.90	21,780.74
		234,023.42	39,488.00	23,393.67	23,686.01	30,987.72	351,578.82
Profit 20%		23,075.48	6,740.46	4,190.66	4,314.05	2,035.87	40,356.52
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disposal		$102,984	$1,584	$851	$1,601	$18,389	125,409.00
Site	1.76%	40,927.32	25,462.08	13,211.94	14,113.78	-	93,715.12
Haul		45,985.24	6,020.81	6,020.81	5,793.73	6,815.58	70,636.17
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Site	1.84%	41,679.47	25,930.01	13,454.75	14,373.16	-	95,437.39
Haul		46,830.34	6,131.46	6,131.46	5,900.21	6,940.83	71,934.30
Admin		5,342.10	889.42	889.42	889.42	889.42	8,899.79
Mgt		5,203.12	867.19	867.19	867.19	867.19	8,671.87
Perf Bond		908.86	173.12	173.12	173.12	173.12	1,601.33
Unforseen Costs		19,607.33	936.12	199.01	151.20	1,678.79	22,572.44
		230,313.56	38,602.13	23,967.85	24,007.47	31,581.60	348,472.60
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