

**SEVENTH ADDENDUM TO CONTRACT FOR SERVICES  
BY INDEPENDENT CONTRACTOR**  
(7<sup>TH</sup> Addendum to extend term for Yreka Transfer Company, LLC for the  
Transportation of Refuse from the Tulelake Transfer/Recycling Station)

THIS SEVENTH ADDENDUM is to that Contract for Services dated September 17, 2002, by and between the County of Siskiyou ("County") and Yreka Transfer Company ("Contractor").

WHEREAS, the Contract expires on June 30, 2016 and services continue to be required after that date; and

WHEREAS, the County desires to extend the term of the Contract for one (1) additional one-year period; and

WHEREAS, the parties also desire to amend the amount payable under the contract.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

Paragraph 19 of the Contract, Contract Term, shall be amended to extend the term of the Contract through June 30, 2017.

Paragraph 14 of the Contract, Compensation, shall be amended to provide that the amount payable under the Contract, effective July 1, 2016, shall be the not to exceed amount of \$111,506.70 (one hundred and eleven thousand, five hundred six dollars and seventy cents) for the term beginning July 1, 2016 and ending June 30, 2017.

All other terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum on the 5<sup>th</sup> day of July 2016.


VN#	@ 2370	
CT#	51700097	CC LOG#
ACCT	5350-404010-728210	
CT AMT	111,506.70	111,506.70
	ANNUAL	TOTAL

Signature Page Follows

COUNTY OF SISKIYOU

By:   
Grace Bennett, Chair  
Siskiyou County Board of Supervisors

CONTRACTOR

By:   
Karen Eller  
Yreka Transfer Company, LLC  
Taxpayer I.D. 54-2082226

ATTEST:

Colleen Setzer,  
Clerk, Board of Supervisors

By:   
Deputy

ACCOUNTING:

Fund 5350 Organization 404010 Account 728210

FY 16/17 \$111,506.70

**SIXTH ADDENDUM TO CONTRACT FOR SERVICES  
BY INDEPENDENT CONTRACTOR**

THIS SIXTH ADDENDUM is to that Contract executed on May 22<sup>nd</sup>, 2001 between the County of Siskiyou (County) and Yreka Transfer LLC (Contractor).

WHEREAS, the Contract, which has been extended through previous addendums, expires on June 30, 2015 and services continue to be required after that date; and

WHEREAS, the parties desire to extend the term of the Contract for one additional (1) one-year period; and

WHEREAS, the parties also desire to amend the amount payable under the contract.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

Paragraph 19 of the Contract, Contract Term, shall be amended to extend the term of the Contract through June 30, 2016.

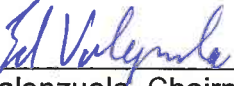
Paragraph 14 of the Contract, Compensation, shall be amended to provide that the amount payable under the Contract, effective July 1, 2015, shall be the not to exceed amount of \$110,588.81 (one hundred ten thousand, five hundred and eighty-eight dollars and eighty-one cents) for the term beginning July 1, 2015 and ending June 30, 2016.


All other terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum on the 14<sup>th</sup> day of July 2015.


COUNTY OF SISKIYOU

CONTRACTOR

By:   
Ed Valenzuela, Chairman  
Siskiyou County Board of Supervisors

By:   
Yreka Transfer LLC  
Taxpayer ID No. On-File

ATTEST:  
Colleen Setzer, Clerk  
Board of Supervisors

By:   
Deputy

APPROVED AS TO LEGAL FORM

By: \_\_\_\_\_

Brian L. Morris  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Fund **5350** Organization **404010** Account **728210**

By: \_\_\_\_\_  
Jennie Ebejer, Auditor - Controller

CPI FOR YREKA TRANSFER  
HAUL FROM TULELAKE TRANSFER STA

Fiscal Year	CPI Month/Year	Yearly Amount	CPI	Increase	% Inc/Dec	% (Rounded)	Monthly Payment	Covered Period
	June 2011		222.522					
FY 12/13	June 2012	\$147,344.76	226.036	3.514	0.0158	0.016	\$12,278.730	July 2012-June 2013
FY 13/14	June 2013	\$123,396.81	230.002	N/A	N/A	N/A	\$10,283.068	July 2013-June 2014
	April 2013		228.949					
FY 14/15	April 2014	\$111,503.14	233.443	N/A	N/A	N/A	\$9,291.928	July 2014-June 2015
FY 15/16	April 2015	\$110,588.81	231.520	-1.923	-0.0082	(0.008)	\$9,215.735	July 2015- June 2016

CPI RATE per contract = CPI-W, US City Average, 1982-84=100

**FIFTH ADDENDUM TO CONTRACT FOR SERVICES  
BY INDEPENDENT CONTRACTOR**

THIS FIFTH ADDENDUM is to that Contract for Services entered into on this 1<sup>st</sup> day of July, 2013 by and between the County of Siskiyou ("County") and Yreka Transfer, LLC ("Contractor") and is entered into this 18<sup>th</sup> day of June, 2013.

WHEREAS, the Contract expired on the 30<sup>th</sup> day of June, 2013 and services continued to be required after that date; and

WHEREAS, the parties desire to extend the term of the Contract; and

WHEREAS, Paragraph 14 of the contract, Compensation, states a cost for services to be paid annually in the amount of \$118,101.92; and

WHEREAS, a CPI rate has been applied annually, increasing the contract amount to \$148,670.86.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

Paragraph 19 of the Contract for Services shall be amended to extend the term of the contract through the 30<sup>th</sup> day of June, 2015.

Paragraph 14 of the Contract, Compensation, currently at \$148,670.86, shall be amended to reduce the amount payable under the Contract to an amount not to exceed the sum of \$123,396.81, effective the 1<sup>st</sup> day of July, 2013 through the 30<sup>th</sup> day of June, 2014. Paragraph 14 of the Contract shall also be amended to reduce the amount payable under the Contract to an amount not to exceed the sum of \$111,503.14, effective the 1<sup>st</sup> day of July, 2014.

Paragraph 15 of the contract, Change in Cost of Doing Business, currently based June to June, shall be amended to read April to April.

All other terms and conditions of the Contract for Services shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to Contract for Services the date hereinabove set forth.

COUNTY OF SISKIYOU

ATTEST:

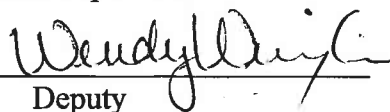
Colleen Setzer, Clerk  
Board of Supervisors

By: \_\_\_\_\_




Ed Valenzuela, Chairman  
Siskiyou County Board of Supervisors

By: \_\_\_\_\_

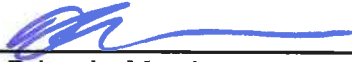


Deputy

CONTRACTOR

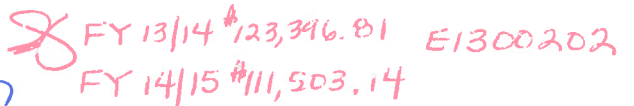
By:   
(Yreka Transfer, LLC)  
Taxpayer I.D. 54-2082226

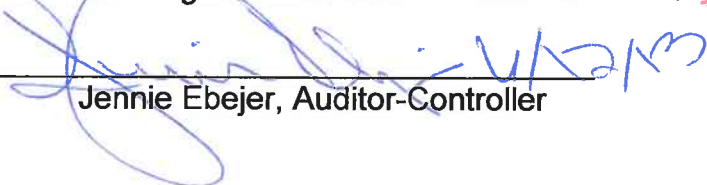
APPROVED AS TO LEGAL FORM:

  
\_\_\_\_\_  
Brian L. Morris  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Fund **5350** Organization **404010** Account **728210**

  
FY 13/14 \$123,346.81 E1300202  
FY 14/15 \$111,503.14

  
\_\_\_\_\_  
Jennie Ebejer, Auditor-Controller

Addendum Template to extend term of contract.doc

REDUCE \$10,404.52

ENTERED

**TRANSFER OF SOLID WASTE AGREEMENT  
FOR THE  
BUTTE VALLEY AREA INCLUDING CITIES OF DORRIS  
TULELAKE AND THE UNINCORPORATED COMMUNITY OF TENNANT**

THIS AGREEMENT, made and entered into this 22<sup>nd</sup> day of May, 2001  
by and between the COUNTY OF SISKIYOU, hereinafter called the "County" and  
Treka Transfer, hereinafter called "Contractor."

WHEREAS, pursuant to Siskiyou County Code Section 5-1.27, the Board of Supervisors of the County of Siskiyou has determined that the public health, safety and welfare are best served by providing for the collection, transportation, and disposal of residential and commercial garbage, rubbish and solid waste matter; and

WHEREAS, County wishes to insure that transfer of solid waste from the Tulelake Transfer/Recycling Station is available; and

WHEREAS, Contractor is desirous of entering into an agreement with County to provide transfer service:

**W I T N E S S E I H:**

That the parties hereto mutually agree to the terms and conditions hereinafter set forth.

**1. Definitions.**

**BOARD.** Board of Supervisors of Siskiyou County.

**TRANSFER.** The act of transferring solid waste from the Tulelake Transfer/Recycling Station to an approved disposal site.

**TRANSFER/RECYCLING STATION.** An area for temporary storage of solid waste and recyclables designed for public dumping along with transfer hauler accessibility.

**REFUSE.** Wastes such as discarded materials from dwelling places, households, apartment houses, stores, office buildings, restaurants, hotels, institutions, and all commercial

V# 2370  
EA E0600035  
AECT: 5350-404010-728210  
AMT: 124,954.24

establishments, including waste or discarded food, animal and vegetable matter, paper, cardboard, wood, demolition materials, concrete, appliances, furniture, cans, glass, ashes, boxes, cuttings from trees, lawns and gardens. The term "refuse" as used herein does not include hazardous waste, contaminants which might be injurious to personnel engaged in solid waste handling, including but not limited to liquids, batteries, paints, auto bodies, acids, explosives, radioactive materials and septic tank pumpings, nor shall it include any materials that are, or in the future, may be prohibited from dumping by the regulations of the California Regional Water Quality Control Board, the California Integrated Waste Management Board, EPA, or by any other public agency, or by operations of laws, or wastes recycled or prohibited by the County and the accepting landfill.

**NOTE: AGRICULTURAL PLASTIC WILL NOT BE ACCEPTED AT THE TRANSFER SITE.**

**REFUSE - COMMERCIAL.** Refuse generated by accounts that are not residential.

**REFUSE - RESIDENTIAL.** Refuse generated by accounts that are primarily dwelling units.

2. **Scope of Work** - Contractor shall have, subject to the terms and conditions set forth in this agreement, the duty and obligation to transport all residential and commercial refuse to an approved landfill and all recycled material to a recycling facility. Existing retaining walls and concrete slabs will accommodate four 40 or 50 cubic yard roll-off type boxes. Separate segregated boxes are required for processed wood waste (which can not be burned) at the Transfer/Recycling Station along with demolition materials and concrete. **All necessary boxes shall be provided by the hauling Contractor.**
3. **Frequency of Service** - Refuse shall be removed at least once during each calendar week from the Transfer/Recycling Station in accordance with the State law. County may authorize free dumping weekends during spring and fall. Contractor shall be notified by the County in advance of these events and which items may be dumped free. No additional compensation will be provided to the Contractor for these events.

4. **Transfer Vehicles and Equipment** - Contractor's vehicle shall be of a type manufactured or modified expressly for the purpose to which it is assigned. Equipment shall be maintained and operated so that liquids or refuse will not blow, sift or leak.

Each truck, trailer, or other conveyance or equipment used to transport refuse shall at all times be kept clean, in good repair, and be in good mechanical condition. Contractor shall affix a sign bearing the company's name and telephone number to all equipment incidental to the performance of the service.

5. **Materials to be Recycled** - Glass, plastic, aluminum, scrap metal (tin, iron, A. cast iron, brass, copper, stainless steel), phone books, tires, batteries, and white goods shall be recycled. Contractor shall be responsible for all costs associated with storage, processing, and removal, including providing boxes appropriately labeled. The hauling Contractor may retain all money from the sales of recycled material.
6. **Days and Hours of Operation** - The site shall be open to the public Thursday through Monday. Operating hours shall be 10:00 am to 5:00 pm summer (April 1 - September 30) and 10:00 am to 4:00 pm winter (October 1 - March 31). Commercial haulers shall be allowed to dump in transfer boxes at the site seven (7) days a week. Transfer boxes and transfer box lids shall be provided by the hauling Contractor and shall accommodate compactor trucks used by commercial haulers.
7. **Labor and Equipment** - Contractor shall furnish all materials, labor, fuel, tools and equipment necessary for the transfer of refuse and recycled material and shall be responsible for all required maintenance thereof.
8. **Service Facilities** - Improvements to accommodate transfer operations have been made by the County (gate fee building, retaining walls, concrete slab for rolloff boxes).
9. **Performance Security** - Contractor shall furnish the County a cash performance security for the faithful performance of this Agreement in the sum of Five Thousand Dollars (\$5,000). The County shall retain said cash security in an interest bearing account for the term of the contract or any extension thereof. Upon termination of the contract, County shall return to the Contractor the balance of security including interest not used for non-performance. The security shall indemnify County against any loss resulting from any failure of performance by Contractor.

10. **Payment Bond (Labor and Materials)** - Contractor shall furnish County a payment bond in the amount of 100 percent (100%) of the contract price. The surety providing the bond must be licensed to do business in the State of California and possess a Best A rating or rating acceptable to County. Evidence of such shall be furnished to the County upon execution of this Agreement.
11. **Standard of Performance** - County shall take action if Contractor fails to operate the transfer operation as herein provided or fails to operate the site in accordance with the statutes, ordinances, and specifications. Contractor shall not be held liable if such failure is due to war, insurrection, riot, an act of God, or any other cause or causes beyond his/her control. County may, at its option, after sending written notice to Contractor, hire the necessary equipment and manpower to bring the operation into compliance and may provide for such operation until such manner is resolved and Contractor is again able to operate. Any and all expenses incurred by County in so doing shall be deducted from performance security and/or compensation due Contractor. If the performance security is used in part or all the Contractor shall provide the County additional monies to replenish the performance security or the County shall withhold monies due the Contractor. Provided, however, if Contractor is unable for cause to resume performance at the end of fifteen (15) calendar days, all obligation of County under this Agreement shall cease and County shall be free to negotiate with others regarding the operation of said site. If another agreement is reached, this shall not release Contractor of his/her liability to County for breach of this Agreement.
12. **Contractor's Personnel** - Contractor may employ a qualified person or persons to be in charge of Contractor's hauling operation. Contractor shall inform County of said employee's identity. County has the right to require the removal of any of the Contractor's employees who violate any provision hereof, or who are habitually wanton, profane, negligent or discourteous in the performance of his/her duties. Contractor shall provide suitable safety and operator training including identification of common hazardous waste and safety training for all personnel. Employees shall be trained in first aid and have an approved first aid kit available. No person shall be denied employment by Contractor by reason of sex, race, color, national origin, ancestry, or religion.
13. **Reporting Requirements** - Contractor shall keep such records as required by County and accepting landfill. At any time during normal business hours and as often as County may reasonably deem necessary, Contractor shall make available to County for examination all of Contractor's data and records with respect to all matters covered by this agreement and will permit County to audit, examine and make excerpts or transcripts from such data and records, and to make audits of

all invoices, materials, payroll, records of personnel and other data relating to all matters covered by an agreement. Contractor shall maintain such data and records in an accessible location. **Contractor shall submit a monthly report containing the date, the number of daily trips, and cubic yards of refuse.**

14. **Compensation** - Compensation shall be paid to Contractor to perform the services listed in this Agreement for the sum of \$ 93,650 for transfer to the Yreka landfill and \$ 118,101.92 for transfer to the Medford landfill (Dry Creek) for the term beginning July 1, 2001, and ending June 30, 2002. Thereafter, the annual amount payable shall be determined as set forth in paragraph 18 below. Compensation for the first and subsequent years shall be paid to the Contractor in twelve (12) equal monthly payments on or before the tenth of the month following the month in which the work was performed. **Compensation is for the hauling of refuse only the County will pay the gate/tipping fees charged by the accepting landfill.**

15. **Change in Cost of Doing Business** - The compensation payable to the Contractor after June 30, 2002, shall be adjusted each year based on the percentage increase or decrease of the Consumer Price Index for Urban Wage Earners and Clerical Workers, U.S. City Average, all items (1982-84 = 100), as determined by the Bureau of Labor Statistics, June to June.

If after the first year of operation the hauling Contractor can show by accurate records of fuel use and fuel costs that the Consumer Price Index is not adequate to cover the cost of a fuel increase the County will negotiate an adjustment to the Contractor's compensation. Any adjustment will be nonretroactive.

16. **Hold Harmless** - Contractor agrees to defend and hold County and the accepting landfill, its officers and employees free and harmless from any and all claims of whatsoever kind of nature for the damage to property or for personal injury, including death, made by anyone whomsoever which may arise from operations carried on under this agreement to the extent such claims are caused by his negligence or misconduct. Contractor shall exonerate, indemnify and hold harmless County and accepting landfill, and its agents and employees, against and from any and all of the foregoing obligations and liabilities, by which it is intended by both parties that Contractor shall indemnify and hold County and accepting landfill harmless from all claims arising by reason of the work done or by any act or omission of Contractor. Contractor agrees to process expeditiously all claims for liability arising out of Contractor's operations at Contractor's expense.

**17. Insurance -**

*Contractor's Liability Insurance*

**Types of Insurance Coverage**

Contractor shall procure and maintain for the duration of the contractor Insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

- A. Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001 185 or Insurance Services Office Form Number GL 0002 covering Comprehensive General Liability and Insurance Services Office Form Number GL 0404 covering Broad Form Comprehensive General Liability.
- B. Insurance Services Office Business Auto Coverage Form Number CA 0001, 0187 covering Automotive Liability, Code 1 "any auto."
- C. Workers Compensation Insurance as required by the Labor Code of the State of California and Employers Liability Insurance.

**Minimum Liability Limits**

- A. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is issued, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limits.
- B. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- C. Worker's Compensation and Employers Liability: Worker's Compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.

*Deductibles and Self-Insured Retention*

Any deductibles or self-insured retention must be declared to and approved by the County. At the option of the County either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the County and accepting landfill, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

*Policy Endorsement*

The following endorsement must be attached to the policy:

**A. General Liability and Automobile Liability Coverage**

1. The County and accepting landfill, its officers, officials, employees, and volunteers are to be covered as insured under the policy.
2. The Contractor's insurance coverage shall be primary insurance as respect to the County and accepting landfill, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

*All Coverage*

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided or canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.

The cost of providing insurance shall be at Contractor's expense.

Evidence of all insurance and additional insured endorsement shall be furnished to County at the time Contractor executes this Agreement.

18. **Taxes** - Contractor shall pay any property taxes and possessory interest taxes as may be applicable.
19. **Term** - The term of the agreement shall be for the period beginning July 1, 2001 and ending June 30, 2006. This agreement may be extended for two additional

five (5) year terms if agreed to in writing by both parties to the Agreement ninety (90) days prior to the expiration of the initial term or extension thereof.


20. **Early Termination** - Any time after June 30, 2002, the County may terminate the agreement without cause. County shall notify the Contractor in writing not less than sixty (60) days prior to the date of termination. As a condition of termination, the County will pay only the prorated annual amount due Contractor for actual time worked.
21. **Assignment** - No assignment of the Agreement or any right occurring under the Agreement shall be made in whole or part by Contractor without the express written consent of the County. In the event of any assignment, the assignee shall assume the liability of Contractor.
22. **Bankruptcy** - The Agreement shall terminate in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor. In the case of bankruptcy, such termination shall take effect on the day and at the time the bankruptcy is filed.
23. **Number of Copies** - The Agreement may be executed in any number of counterparts, all of which shall have the full force and effect of an original for all purposes.

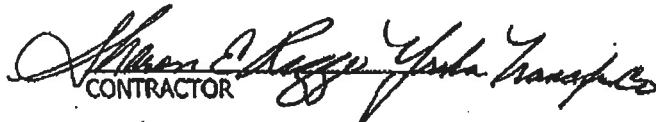
COUNTY OF SISKIYOU

  
\_\_\_\_\_  
Chairperson, Board of Supervisors

ATTEST:

COLLEEN BAKER, CLERK  
Board of Supervisors

By   
\_\_\_\_\_  
Deputy

  
CONTRACTOR  
68-0222355  
Taxpayer #

APPROVED AS TO LEGAL FORM:

Fred D. Demaree  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Fund 5350 Organization 404010 Account 728210

Barbara Rasch  
Auditor

APPROVED AS TO INSURANCE REQUIREMENTS

Karen Steen  
Risk Management

lend/IN/Tulake/transfer/agreement

**SECOND EXTENSION OF TRANSFER OF SOLID WASTE  
AGREEMENT - BUTTE VALLEY**

WHEREAS, THE County of Siskiyou and Yreka Transfer entered into an agreement on the 22<sup>nd</sup> day of May 2001, for transferring solid waste from the Tutelake Transfer/Recycling Station to an approved disposal site; and

WHEREAS, said Paragraph 19 of said Agreement provides that the agreement may be extended for two additional five (5) year terms; and

WHEREAS, the term of said Agreement is due to expire on June 30, 2006; and

WHEREAS, the parties hereto wish to extend said Agreement for the second five year term commencing July 1, 2006, and continuing through June 30, 2011,

NOW, THEREFORE, BE IT AGREED THAT SAID AGREEMENT SHALL BE EXTENDED FOR A TERM COMMENCING JULY 1, 2006, AND CONTINUING THROUGH JUNE 30, 2011.

All other terms and conditions of said Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Second Extension this 22<sup>nd</sup> day of May, 2006.

6<sup>th</sup>  
J. De Marco

COUNTY OF SISKIYOU

By Marla H. Armstrong  
Marla H. Armstrong, Chair, Board of Supervisors

ATTEST:

COLLEEN BAKER, CLERK  
Board of Supervisors

By Wendy Baker  
Deputy

By Karen A. Elle  
TAXPAYER I.D. # 54-2082226

APPROVED AS TO LEGAL FORM:

Frank J. DeMarco  
Frank J. DeMarco, County Counsel

APPROVED AS TO ACCOUNTING FORM:

Fund 5350 Organization 404010 Account 728210

Beanna Rasmussen  
Auditor

APPROVED AS TO INSURANCE REQUIREMENTS

Rose Ann Herrick  
Rose Ann Herrick, Risk Management

VN# 10000000  
CT# 50700000 CC LOG# 00000000  
ACCT 50700000 728210  
OT AMT 129,723.62 129,723.62  
ANNUAL TOTAL  
E06000335  
E0900335  
E1000274  
129,601.52

**FOURTH EXTENSION OF TRANSFER OF SOLID WASTE  
AGREEMENT – BUTTE VALLEY**

WHEREAS, THE County of Siskiyou and Yreka Transfer, LLC entered into an agreement on the 22<sup>nd</sup> day of May, 2001, for the transportation of solid waste from the Tulelake Transfer/Recycling Station to the Drycreek Landfill site; and

WHEREAS, said Paragraph 19 of said Agreement provides that the agreement may be extended for two additional five (5) year terms; and

WHEREAS, the term of said Agreement is due to expire on June 30, 2012; and

WHEREAS, the parties hereto wish to extend said Agreement for an additional year commencing July 1, 2012, and continuing through June 30, 2013.

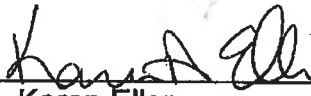
NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

Paragraph 19 of said Agreement shall be amended to extend the term of the contract through the 30<sup>th</sup> day of June 2013.

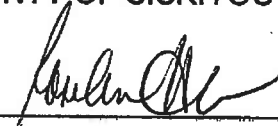
All other terms and conditions of the Contract for Services shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to Contract for Services the date hereinabove set forth.

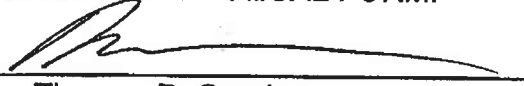
CONTRACTOR

By:   
Karen Eller  
Taxpayer I.D. 54-2082226

COUNTY OF SISKIYOU

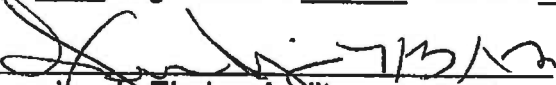
By:   
Rose Ann Herrick, Interim CAO

APPROVED AS TO LEGAL FORM:

  
Thomas P. Guarino  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Fund 5350 Organization 404010 Account 728210 88

  
Jennie Ebejer, Auditor

APPROVED AS TO INSURANCE REQUIREMENTS

  
Rose Ann Herrick, Risk Management



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/19/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Churchill Ins. Inc. Member of United Valley Ins. S PO Box 686 Yreka CA 96097-		<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (530) 842-3578 FAX (A/C, No): (530) 842-9164 E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: Yreka Transfer LLC	
<b>INSURED</b> Yreka Transfer LLC 303 Yama Street Yreka CA 96097-		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Financial Pacific NAIC #: FIP INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y		60418747	10/01/2012	10/01/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 PD DEDUCTIBLE \$ 2,500
A	AUTOMOBILE LIABILITY ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS NON-OWNED AUTOS	Y		60418747	10/01/2012	10/01/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB DEDUCTIBLE RETENTION \$			60418747	10/01/2012	10/01/2013	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			WC STATUTORY LIMITS: \$ OTHER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
TRASH/WASTE REMOVAL-TULELAKE TRANSFER STATION-ANNUAL CONTRACT

<b>CERTIFICATE HOLDER</b> COUNTY OF SISKIYOU DEPARTMENT OF GENERAL SERVICES PO BOX 1127 YREKA CA 96097-	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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POLICY NUMBER: 151297R

COMMERCIAL GENERAL LIABILITY  
CG 20 10 1093 Modified

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT  
CAREFULLY.**

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name of Person or Organization:**

THE COUNTY OF SISKIYOU AND ACCEPTING LANDFILL, ITS OFFICERS,  
OFFICIALS, EMPLOYEES, AND VOLUNTEERS ARE TO BE COVERED AS INSURED,  
ACTING WITHIN THE SCOPE OF THEIR DUTIES THAT ARE CONTROLLED AND  
SUPERVISED BY THE PRIMARY (FIRST) ADDITIONAL INSURED.

(If no entry appears above, information required to complete this endorsement will be  
shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended where required by contract to include as  
an insured the person or organization shown in the Schedule, but only to the extent that  
the person or organization is held liable for your acts or omissions for your ongoing  
operations performed for that insured.

**This endorsement applies to the following work:**

**Description of Job:**

TRASH/WASTE REMOVAL

**Location of Job:**

TULELAKE TRANSFER/RECYCLING STATION

**AI only Effective from:**

Effective Date: 10/01/11

Expiration Date: 10/01/12

When this insurance applies, and required by contract, such insurance as is afforded by the  
general liability policy is primary and any other insurance shall be excess and shall not contribute  
to the insurance afforded by this endorsement.

CG 20 10 10 93 Modified PRI

Page 1 of 1

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

**BUSINESS AUTO ELITE COVERAGE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

**SECTION II - LIABILITY COVERAGE - Amendments**

**WHO IS AN INSURED**

The following are added to WHO IS AN INSURED:

**BLANKET ADDITIONAL INSUREDS**

Any person or organization with whom you agreed, because of a written contract, agreement or permit, to provide insurance such as is afforded under this Coverage Part, but only with respect to your ownership, maintenance or use of a covered "auto." This provision only applies if the written contract or agreement has been executed or permit issued prior to the "bodily injury" or "property damage."

This coverage shall be primary and not contributory with respect to the person or organization included as an "insured" under this section. Any other insurance that person or organization has shall be excess and not contributory with respect to this insurance, but this provision only applies if it is required in the written contract, agreement or permit identified in this section, and is permitted by law.

**BROAD FORM NAMED INSURED**

Any business entity newly acquired or formed by you, other than a partnership, joint venture or limited liability company during the policy period provided you own 50% or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of 180 days following acquisition or formation of the business entity.

**EMPLOYEES AS INSURED - HIRED AUTOS**

Any "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

**EMPLOYEES AS INSURED - NONOWNED AUTOS**

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business.

**COVERAGE EXTENSIONS - SUPPLEMENTARY PAYMENTS**

Supplementary Payments is amended as follows:

We will pay up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

We will pay all reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$300 a day, because of time off from work.

**SECTION III - PHYSICAL DAMAGE COVERAGE - Amendments**

**AUDIO, VISUAL, AND DATA ELECTRONIC EQUIPMENT COVERAGE EXTENSION**

Any reference to equipment for the reproduction of sound also includes video and global positioning systems.

**EXPANDED TOWING COVERAGE**

In addition to the towing and labor limit shown in the Declarations for private passenger type "autos," we will pay up to \$75 for towing and labor costs incurred each time the covered "auto" is disabled. However, the labor must be performed at the place of disablement.

This coverage applies only to an "auto" covered on this policy for other physical damage coverage.

**EXPANDED TRANSPORTATION EXPENSE**

Coverage Extensions - Transportation Expenses is deleted and replaced by the following:

We will pay up to \$60 per day to a maximum of \$1,800 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after

the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss."

**EXTRA EXPENSE - STOLEN AUTOS**

We will pay up to \$1,000 for the expense of returning a stolen covered "auto" to you. We will pay only for those covered "autos" for which you carry Comprehensive or Specified Causes of Loss Coverage.

**HIRED CAR PHYSICAL DAMAGE COVERAGE**

If Comprehensive, Specified Causes of Loss or Collision coverage is provided by this policy, you may extend that coverage to apply to Physical Damage "loss" to hired "autos." We will provide coverage equal to the broadest coverage available to any covered "auto" shown in the Declarations. But, the most we will pay for "loss" to a hired "auto" in any one "accident" is the lesser of:

1. \$50,000; or
2. The actual cash value of the damaged or stolen property as of the time of the "loss;" or
3. The actual cost of repairing or replacing the damaged or stolen property with other property of like kind or quality. A part is of like kind and quality when it is of equal or better condition than the pre-accident part. We will use the original equipment from the manufacturer when:
  - a) The operational safety of the vehicle might otherwise be impaired;
  - b) Reasonable and diligent efforts to locate the appropriate rebuilt, aftermarket or used part have been unsuccessful;
  - c) A new original equipment part of like kind and quality is available and will result in the lowest overall repair cost;
  - d) For vehicles insured under policies written on or before December 31, 2003, the vehicle has been used no more than 15,000 miles unless the pre-accident condition warrants otherwise; or
  - e) For vehicles insured under policies written on or after January 1, 2004, the vehicle has been used no more than 20,000 miles unless the pre-accident condition warrants otherwise.

For each hired "auto" our obligation to pay "loss" will be reduced by a deductible equal to the highest deductible applicable to any owned "auto" for that coverage. No

deductible will be applied to "loss" caused by fire or lightning. We will also pay up to \$500 per "accident" for loss of use of the hired "auto" if it results from an "accident" for which you are legally liable. The lessor must suffer an actual financial "loss" for this coverage to apply.

Hired Car Physical Damage Coverage provided by this extension is excess over any other collectible insurance.

**LOAN/LEASE GAP COVERAGE**

If a long-term leased or financed "auto" is a covered "auto" for the Physical Damage Coverage applicable to a total "loss," and the lessor or financial institution is an additional insured under this Coverage Part, we will pay the difference between amounts you owe the lessor or financial institution under the lease or loan terms and the amount of insurance paid the lessor or financial institution for the total "loss" of the covered "auto" minus: any payments overdue at the time of the loss; any financial penalties imposed due to wear and tear, high mileage or similar charges; any security deposits not refunded by the lessor or financial institution; any costs for credit life, health and accident, or disability insurance; any costs for extended warranties; or any carry-over balances from previous leases or loans. You are responsible for the deductible applicable to the "loss" for the covered "auto". This coverage is excess insurance over any other collectible insurance or lease provision.

**PERSONAL EFFECTS COVERAGE**

We will pay up to \$400 for "loss" to wearing apparel and other personal effects which are:

1. Owned by an "insured;" and
2. In or on your covered "auto;" in the event of a total theft "loss" of your covered "auto."

No deductibles apply to Personal Effects Coverage.

**RENTAL REIMBURSEMENT COVERAGE**

1. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto." Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto." No deductibles apply to Rental Reimbursement Coverage.
2. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

- a) The number of days reasonably required to repair or replace the covered "auto." If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you.
  - b) The number of days shown in the Schedule.
3. This coverage applies only to a covered "auto" for which there is Comprehensive, Specified Causes of Loss or Collision Coverage provided on this covered "auto." If there is no Collision Coverage for a covered "auto," then Rental Reimbursement Coverage will not apply to a Collision loss involving that covered "auto."
  4. Our payment is limited to the lesser of the following amounts:
    - a) Necessary and actual expenses incurred.
    - b) \$75 for any one day or for a maximum of 30 days.
  5. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
  6. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the PHYSICAL DAMAGE COVERAGE Coverage Extension.
  7. Coverage does not apply to any covered "auto" for which coverage is provided by endorsement form CA 9923 on this policy.

**WAIVER OF DEDUCTIBLE - GLASS**

Deductible is amended by adding the following:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

**SECTION IV - BUSINESS AUTO CONDITIONS - Amendments**

**LOSS CONDITIONS**

**KNOWLEDGE OF ACCIDENT, CLAIM, SUIT OR LOSS**

The requirements for reporting and sending claim or "suit" information to us, including provisions related to the subsequent investigation of such claims or "suits", under DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT

OR LOSS, do not apply until the "accident" or "loss" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An executive officer or insurance manager, if you are a corporation;
4. Your members, managers or insurance manager, if you are a limited liability company;
5. Your elected or appointed officials, trustees, board members, or your insurance manager, if you are an organization other than a partnership, joint venture, or limited liability company.

But, this section does not amend the provisions relating to notification of police, protection or examination of the property which was subject to the "loss."

**BLANKET WAIVER OF SUBROGATION**

Transfer Of Rights Of Recovery Against Others To Us is deleted and replaced by the following:

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss," provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

**GENERAL CONDITIONS**

**UNINTENTIONAL ERRORS OR OMISSIONS**

Concealment, Misrepresentation Or Fraud is amended by adding the following:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

**SECTION V - DEFINITIONS - Amendment**

**MENTAL ANGUISH**

The definition of "bodily injury" is amended to include mental anguish resulting from any "bodily injury," sickness or disease sustained by a person.

**Enclosed are your documents.**

**Certificate of Insurance.**

This is evidence of insurance. You may have signed contracts, leases or other agreements requiring you to provide this evidence. In those agreements, you may assume obligations and/or liability for others. Some of these obligations are not covered by insurance. You should review these with competent legal counsel.

**Additional Insured.**

In addition to providing a Certificate of Insurance, you may be required to name your client or customer on your policy as an Additional Insured.

This is possible only with permission of the insurance company and, in some cases, an additional premium. There are other consequences to your policy including:

- Your policy limits are now shared with other entities; their claims involvement may reduce or exhaust your aggregate limit.
- Your policy may provide higher limits than required by contract; your full limits can be exposed to the Additional Insured.
- There may be conflicts in defense when your insurer has to defend both you and the Additional Insured.

Contracts, leases and agreements you sign may have indemnification and other requirements that cannot be addressed by an insurance policy. We recommend that these be reviewed by you and your legal counsel.