

HAPPY CAMP TRANSFER/RECYCLING STATION AGREEMENT

This Agreement made and entered into this 14th day of May, 1996, by and between SISKIYOU COUNTY (a county), organized under the laws of the State of California, hereinafter referred to as County, and George Chambers (a corporation or partnership, proprietorship, etc.) organized under the laws of the State of California and having its principal place of business at Happy Camp, California, hereinafter referred to as Contractor.

WITNESSETH:

WHEREAS, the Contractor is qualified to operate a Transfer/Recycling Station for the disposal of solid waste in accordance with Title 14, Chapter 3, "Minimum Standards for Solid Waste Handling and Disposal" hereinafter referred to as Specifications; and,

WHEREAS, County desires Contractor to provide and operate the site designated to be used for a transfer/recycling station operation;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for the consideration paid by County to the Contractor, as hereinafter set forth, County and Contractor hereby agree as follows:

1. Site - The site shall be known as the Happy Camp Transfer/Recycling Station, which is located as follows: The northerly 40 acres of mineral Lot No. 43 located in the northwest one-quarter of Sec. 15, Twp 16 North, Range 7 East, H.M.

2. Term of Agreement - The term of this agreement shall be for the period beginning July 1, 1996 and ending June 30, 2001. 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.

3. Material to be Disposed of - This site will accept wastes such as discarded materials from dwelling places, households, apartment houses, stores, office buildings, restaurants, hotels, institutions, and all commercial 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. No liquid or toxic chemicals will be accepted by the Contractor at the site. It shall be the Contractor's responsibility to preclude all wastes which are not acceptable at the site and Contractor shall use his/her best efforts to meet this responsibility. If, due to Contractor's negligence in meeting this responsibility, unacceptable wastes are received, he/she shall bear all costs associated with their proper disposal.

4. Materials to be Recycled - Glass, plastic, aluminum, scrap metal (tin, iron, cast iron, brass, copper, stainless steel), phone books, tires, batteries, and white goods. Contractor

shall be responsible for all costs associated with storage, processing, and removal.

5. Days and Hours of Operation - The site shall be open to the public and an attendant present either Saturday or Sunday and one weekday as approved by the County. Operating hours shall be 10:00 am to 6:00 pm summer (April 1 - September 30) and 10:00 am to 5:00 pm winter (October 1 - March 31). Hauling contractor shall have access to the site, seven (7) days per week, twenty-four (24) hours per day.

6. Operation of Site - Contractor shall have the exclusive right and responsibility for the operation of the transfer/recycling station in accordance with the provisions of this Agreement. The Contractor shall operate the site in accordance with Title 14, Chapter 3, "Minimum Standards for Solid Waste Handling and Disposal."

7. Compliance with Laws - Contractor shall operate the transfer/recycling station in compliance with all applicable laws, ordinances and regulations, including the rules and regulations of the federal, state and county governments. Obtaining copies of all laws, ordinances and regulations or amendments thereto shall be the Contractor's responsibility.

8. Labor and Equipment - Contractor shall furnish all materials, labor, fuel, tools and equipment necessary for the operation of the site and shall be responsible for all required maintenance thereof. Supervision by experienced and qualified personnel shall be provided at all times the transfer/recycling station is open for use or operation.

9. Service Facilities - Construction improvements to accommodate transfer operations will be made by the County. Drinking water, washing facilities and a chemical toilet shall be provided for Contractor's employees by the Contractor.

10. Access Road - Access road shall be all-weather (a minimum of six (6) inch compacted depth of Class II aggregate base) for easy two-way truck travel and turn around for use by the public.

11. Charges for Utilities and Fire Fighting - The Contractor is responsible for and agrees to pay all service charges for water, electrical power and communications utilized at the site. Contractor further agrees to pay for all fire suppression at the site which was caused as a result of his/her negligent operation procedures and all charges connected with fire suppression for fire that escapes the site or start as a result of his/her negligent operational procedures. A County approved mobile phone or telephone shall be provided by the Contractor for his/her employees for use in emergencies.

12. Salvage and Scavenging - Scavenging is prohibited. Salvage operations shall not be permitted at the transfer/recycling station except by the Contractor. All salvaged material shall be maintained in a neat and orderly manner at a County approved site and shall be permanently removed prior to the end of this agreement or any extension thereof.

13. Compensation - Compensation shall be paid to Contractor to provide the site and perform the services listed in this Agreement for the sum of \$33,997.00 for the term beginning July 1, 1996 and ending June 30, 1997. Thereafter, the annual amount payable shall be determined as set forth in Paragraph 14 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. In the event the Happy Camp Transfer/Recycling Station is not operational by July 1, 1996, compensation to the contractor for the first month of operation shall be prorated based on the actual number of days worked. No payments will be made for any month when no services are performed.

14. Change in Cost of Doing Business - The fees and/or compensation payable to the Contractor after June 30, 1997, shall be adjusted each year based on the percentage increase or decrease of the Consumer Price Index - California, U. S. City Average, Urban Wage Earners and Clerical Works, San Francisco-Oakland, all items 1967 = 100, as determined by the Bureau of Labor Statistics of the U. S. Labor Department, not to exceed $6\% + \frac{1}{2} \text{ CPI over } 6\%$. For example, a CPI increase of 12% would result in a $6 + (12-6)/2 = 9\%$ increase over the previous year's Agreement.

15. User Fees - Contractor will not be allowed to charge user fees except as approved by County. County reserves the right to institute user fees under terms and conditions to be set forth by County. County agrees to compensate Contractor for costs associated with collection of user fees.

16. Used Oil Receiving Facility - Contractor shall receive from the public used oil free of contaminants at times and locations designated by the contractor. Contractor shall operate a certified used oil collection facility. Oil collection tanks shall be supplied by the County. Contractor shall be responsible for proper disposal of used oil received.

17. Change in Regulations - In the event that compliance with subsequent statutes, ordinances, and/or rules and regulations results in changes in operating costs, the parties hereto agree to renegotiate this Agreement so that the increased or decreased compensation herein shall reflect such change.

18. Early Termination - If for reasons beyond the control of County, the Happy Camp Transfer/Recycling Station can no longer be used as a transfer/recycling station site, the County may terminate this Agreement. County shall notify the Contractor, in writing, not less than sixty (60) days prior to the date of termination. As a condition of this termination the County will pay only the prorated annual amount due Contractor for actual time worked. After the first year of operation the County may terminate the agreement without cause. The 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.

19. 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 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 not exceeding the sum of the security.

20. 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.

21. Hold Harmless.

Contractor agrees to defend and hold County, 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 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 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.

22. Insurance.

Contractor's Liability Insurance

Types of Insurance Coverage

Contractor shall procure and maintain for the duration of the contract 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.

1. Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001 1185 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).

2. Insurance Services Office Business Auto Coverage Form Number CA 0001 0187 covering Automobile Liability, Code 1 "any auto."
3. Workers compensation insurance as required by the Labor Code of the State of California and Employers Liability Insurance.

Minimum Liability Limits

1. 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.
2. Automobile Liability: \$250,000 combined single limit per accident for bodily injury and property damage.
3. 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 \$1,000,000.00 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, 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:

1. General Liability and Automobile Liability Coverage
 - a. The County, its officers, officials, employees, and volunteers are to be covered as insured under the policy.
 - b. The Contractor's insurance coverage shall be primary insurance as respect to the County, 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 give 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.

23. Standard of Performance - County may take action if Contractor fails to operate the transfer/recycling station 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 of 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 site into compliance and may provide for such operation until such matter is resolved and Contractor is again able to operate. Any and all expenses incurred by County in so doing shall be deducted from compensation due Contractor. Provided, however, if Contractor is unable for cause to resume performance at the end of fifteen (15) calendar days, all liability 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.

24. Contractor's Personnel - Contractor may employ a qualified person or persons to be in charge of his/her operation. He/she shall inform County of said employee's identity. No alcoholic beverages shall be allowed at the site. 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 operating and safety training for all personnel. Employees shall be trained in first aid and have an approved first aid kit available at the site. No person shall be denied employment by Contractor by reason of sex, race, color, national origin, ancestry, or religion.

25. Assignment - No assignment of this Agreement or any right occurring under this 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.

26. Books and Records - Detailed records shall be kept of the transfer/recycling station operations. Contractor shall submit a proposed record and accounting system for approval by County. Contractor shall keep separate daily records of estimated volumes. The Contractor

shall keep accounting records showing income and expenditures including, but not limited to, equipment maintenance, salvage sales and labor costs. The records shall be sent monthly to County at the address shown in Article 31. County may withhold monthly payment unless records are current.

27. Bankruptcy - This 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.

28. Number of Copies - This 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.

29. Modification - This Agreement constitutes the entire understanding between the parties hereto, and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto.

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

31. Point of Contact - All dealings, contacts, etc., between the Contractor and the County shall be directed by the Contractor to: Director, Siskiyou County Public Works Department, 305 Butte Street, Yreka, California, 96097.

32. Illegal Provisions - If any provisions of this Agreement shall be declared illegal, void or unenforceable, the other provisions shall not be affected and shall remain in full force and effect.

33. Notice - A letter addressed and sent by certified United States mail to either party at its business address shown hereinafter shall be sufficient notice whenever required for any purpose in this Agreement.

Contractor

George Chambers
PO Box 789
Hampp Camp, CA 96039

County

305 Butte Street
Yreka, California 96097

COUNTY OF SISKIYOU

BY 
Chairperson, Board of Supervisors

(Signatures continued on page 8)

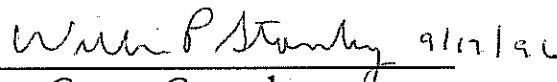
CONTRACTOR

BY 
George Chambers

ATTEST:
Lisa Chandler, County Clerk

By 

APPROVED AS TO FORM:

 9/12/20
County Counsel

HAPPYCAM.REC



AMWEST SURETY INSURANCE COMPANY

WOODLAND HILLS, CALIFORNIA

BOND NO. 1317841

PREMIUM \$1,246.00

Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

GEORGE M. CHAMBERS
PO BOX 789
HAPPY CAMP, CA 96039

SURETY (Name and Principal Place of Business):

AMWEST SURETY INSURANCE COMPANY
1911 NE BROADWAY
PORTLAND, OR 97232

OWNER (Name and Address):

SISKIYOU COUNTY, DEPARTMENT OF PUBLIC WORKS
305 BUTTE STREET
YREKA, CA 96097

CONSTRUCTION CONTRACT

Date:

Amount: FORTY ONE THOUSAND FIVE HUNDRED THIRTY SIX DOLLARS AND NINETY TWO CENTS (\$41,536.9

Description (Name and Location): OPERATE HAPPY CAMP TRANSFER/RECYCLING STATION
FOR SOLID WASTE, HAPPY CAMP, CA

BOND

Date (Not earlier than Construction Contract Date): 9/1/96

Amount: FORTY ONE THOUSAND FIVE HUNDRED THIRTY SIX DOLLARS AND NINETY TWO CENTS (\$41,536.

THIS BOND IS OF DEFINITE TERM - BEGINNING 9/1/96 & ENDING 9/1/97, BUT MAY BE CONTINUED BY
CONTINUATION CERTIFICATE SIGNED BY THE SURETY.
SIGNED, SEALED AND DATED THIS 31st day of August 19 96.

THE SURETY MAY TERMINATE ITS LIABILITY BY GIVING THIRTY (30) DAYS WRITTEN NOTICE TO THE
OBLIGEE.

GEORGE M. CHAMBERS
PRINCIPAL

** ADDENDUM

BY George M. Chambers
AMWEST SURETY INSURANCE COMPANY

BY Theresa M. Ingram
THERESA M. INGRAM ATTORNEY-IN-FACT

BOND PAID IN FULL
FIDELITY
PAID ON
PRICE

**ADDENDUM

If the Contract is terminated solely because of the Contractor's failure to file a new payment bond or continuation certificate with the County following cancellation of the bond, the Contractor's surety company which canceled the bond will not be liable for damages occurring after the cancellation.

GEORGE M. CHAMBERS

BY George M. Chambers

BY _____
APPROVED BY LEGAL COUNSEL

LIMITED POWER OF ATTORNEY

Amwest Surety Insurance Company

EXPIRATION DATE **4-23-97**

POWER NUMBER **0000590759**

READ CAREFULLY

This document is printed on white paper containing the artificial watermarked logo () of Amwest Surety Insurance Company (the "Company") on the front and brown security paper on the back. Only unaltered originals of the POA are valid. This POA may not be used in conjunction with any other POA. No representations or warranties regarding this POA may be made by any person. This POA is governed by the laws of the State of California and is only valid until the expiration date. The Company shall not be liable on any limited POA which is fraudulently produced, forged or otherwise distributed without the permission of the Company. Any party concerned about the validity of this POA or an accompanying Company bond should call your local Amwest branch office at (503) 284-2029

KNOW ALL BY THESE PRESENT, that Amwest Surety Insurance Company, a Nebraska corporation (the "Company"), does hereby make, constitute and appoint:
THERESA M. INGRAM
SHARI K. JONES
KRISTINE T. SNYER
CATHERINE M. LOCKE
AS EMPLOYEES OF AMWEST SURETY INSURANCE CO

its true and lawful Attorney-in-fact, with limited power and authority for and on behalf of the Company as surety to execute, deliver and affix the seal of the company thereto if a seal is required on bonds, undertakings, recognizances, reinsurance agreement for a Miller Act or other performance bond or other written obligations in the nature thereof as follow:

- Bid Bonds up to \$**5,000,000.00
- Contract (Performance & Payment), Court, Subdivision \$**5,000,000.00
- License & Permit Bonds up to \$**5,000,000.00
- Miscellaneous Bonds up to \$**5,000,000.00
- Small Business Administration Guaranteed Bonds up to \$**1,250,000.00

and to bind the company thereby. This appointment is made under and by authority of the By-Laws of the Company, which are now in full force and effect.

I, the undersigned secretary of Amwest Surety Insurance Company, a Nebraska corporation, DO HEREBY CERTIFY that this Power of Attorney remains in full force and effect and has not been revoked and furthermore, that the resolutions of the Board of Directors set forth on this Power of Attorney, and that the relevant provisions of the By-Laws of the Company, are now in full force and effect.

Bond No. 1317841 Signed & sealed this 31 day of AUGUST 1996 
Karen G. Cohen, Secretary

* * * * * RESOLUTIONS OF THE BOARD OF DIRECTORS * * * * *

This POA is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the Board of Directors of Amwest Surety Insurance Company at a meeting duly held on December 14, 1995:

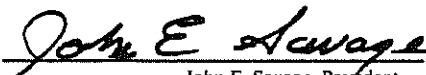
RESOLVED, that the President or any Vice President, in conjunction with the Secretary or any Assistant Secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the Company, to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any POA previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and bind upon the Company:

- (i) when signed by the President or any Vice President and witnessed and sealed (if a seal be required) by any Secretary or Assistant Secretary; or
- (ii) when signed by the President or any Vice President or Secretary or Assistant Secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the power of attorney issued by the Company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any POA or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, Amwest Surety Insurance Company has caused these presents to be signed by its proper officers, and its corporate seal to be hereunto affixed this 14th day of December, 1995.

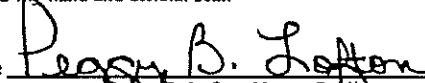

John E. Savage, President


Karen G. Cohen, Secretary

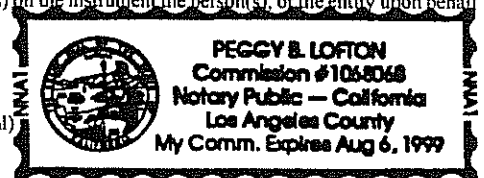
State of California
County of Los Angeles

On December 14, 1995 before me, Peggy B. Lofton Notary Public, personally appeared John E. Savage and Karen G. Cohen, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me all that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature 
Peggy B. Lofton, Notary Public

(Seal)



6320 Canoga Avenue Post Office Box 4500 Woodland Hills, CA 91365-4500 TEL 818 704-1111

State of OREGON


County of MULTNOMAH

On 8/31/96 before me, SHARI K. JONES (here insert name)

Notary Public, personally appeared THERESA M. INGRAM

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

WITNESS my hand and official seal.

Signature 

(Seal)



CAPACITY CLAIMED BY SIGNER			SIGNER REPRESENTING
<input type="checkbox"/> INDIVIDUAL(S)	<input type="checkbox"/> PARTNER(S)	<input type="checkbox"/> GUARDIAN/CONSERVATOR	NAME OF PERSON(S) OR ENTITY(IES)
<input type="checkbox"/> CORPORATE OFFICERS _____	<input type="checkbox"/> ATTORNEY IN FACT	<input type="checkbox"/> OTHER _____	_____
<input type="checkbox"/> _____	<input type="checkbox"/> TRUSTEE(S)	_____	_____
<input type="checkbox"/> _____	<input type="checkbox"/> SUBSCRIBING WITNESS	_____	_____

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED HEREIN:

Document Title or Type: _____

Number of Pages: _____ Document Date: _____

Signer(s) other than named above: _____

Aug. 26 '96 9:59

CSAA YREKA #17

P. 2



Confirmation of Liability Coverage

California State Automobile Association Inter-Insurance Bureau

Name and Address:

CHAMBERS, GEORGE M OR CASEY G
PO BOX 789
HAPPY CAMP CA 96039

POLICY NO.

E1-44-07-3

EFFECTIVE DATE

1-27-96

EXPIRATION DATE

1-27-97

Additional Insured for Bodily Injury and Property Damage is:

which, subject to all terms and conditions of the CSAA

(Name of Person or Organization)

Members Car Policy, shall have those rights of coverage and defense granted to organizations by subpart (3) of the section entitled "Additional Definition Used in this Part Only" under Part I - Liability.

The Bureau will give 10 days Notice of Cancellation for non-payment of premium, 20 days notice of Cancellation for any other reason or lapse of policy to:

Coverages are extended to:

which, subject to all terms and conditions of the CSAA

(Name of Person or Organization)

Members Car Policy, shall have those rights of coverage and defense granted to organizations by subpart (3) of the section entitled "Additional Definition Used in this Part Only" under Part I - Liability.

Named Insured

CHAMBERS, GEORGE M OR CASEY G

The policy of automobile insurance includes the coverages and limits of liability as shown below. The policy will expire on the date shown unless cancelled by the insured or by the Bureau prior thereto.

DESCRIPTION OF AUTOMOBILE(S)			LIABILITY COVERAGES		
MAKE	YEAR	I.D. NO. (Last 5 digits)	BODILY INJURY LIABILITY		PROPERTY DAMAGE
			LIMITS OF LIABILITY		
			Each Person	Each Occurrence	Each Occurrence
1. TOYOTA	1986	18773			
2.					
3.			\$ 100,000	\$ 300,000	\$ 300,000

Dated at YREKA CA
(City) (State)

AUGUST 26 19 96
(Month) (Date)

CALIFORNIA STATE AUTOMOBILE ASSOCIATION
INTER-INSURANCE BUREAU

By *Paula Clements*



FAX TRANSMISSION

KBI Insurance, Inc. P.O. Box 888 Tualatin, Or. 97062 (503) 692-1520; (800) 44201520; Fax (503) 692-1299

Date: Monday, 8/26/96
To: Roger Cummins
Siskiyou County
(916) 842-8288
From: Toni Rozario
Subject: George M. Chambers

Dear Mr. Cummins,

At the request of our insured, George M. Chambers, I am faxing a copy of my request to his bonding company for the increase necessitated by his contract with you. As soon as this bond is received it will be forwarded on to you. Mr. Chambers was concerned that I keep you advised because of the due date for this increase rider of no later than 9/1/96.

If you have questions or need anything further on this subject, please do not hesitate to contact me.

Cordially,



FAX TRANSMISSION

KBI Insurance, Inc. P.O. Box 888 Tualatin, Or. 97062 (503) 692-1520; (800) 44201520; Fax (503) 692-1299

Date: Monday, 8/26/96
To: Shari Jones
Amwest Surety
284-2369
From: Toni Rozario
Subject: George M. Chambers
Bond #1293116

Dear Shari,

Attached please find the business financial statement, copy of personal tax return, and Contractors Questionnaire for Mr. Chambers. Information pertaining to his banking is included on the Contractors Questionnaire. Can you call and talk to his bank in lieu of a reference letter from his bank?

Also, included with this fax is a copy of two pages from Mr. Chambers' new contract. The contract now requires a 100% bond based on \$41,536.92. Please increase this bond to \$41,536.92. **NEED THIS DONE A.S.A.P. PLEASE.** The insured must have the bond rider in Siskiyou County's hands by no later than 9/1/96.

Thanks!

Cordially,

FAX
AUG 26 1996
KBI

Number of pages being sent (incl. this page) <u>9</u>	Time sent <u>10:15</u> AM PM
If all pages not received, please call KBI Insurance (503) 692-1520 or (800) 442-1520	
Page 1	

BEFORE THE BOARD OF SUPERVISORS
COUNTY OF SISKIYOU, STATE OF CALIFORNIA

MAY 14, 1996

PRESENT: Supervisors Kay Bryan, Clancy Dutra, Jerry Giardino, Bill Hoy and Ivan Young.
Chairman Young presiding.

ABSENT: None

ACTING COUNTY ADMINISTRATOR: Sheryl Trent

DEPUTY COUNTY CLERKS: Colleen Baker
and Sherrie Bennett

COUNTY COUNSEL: Frank J. DeMarco

PURPOSE OF MEETING: Regular

**AGREEMENT APPROVED BETWEEN THE COUNTY OF SISKIYOU AND GEORGE CHAMBERS RE
OPERATION OF THE HAPPY CAMP TRANSFER/RECYCLING STATION**

It was moved by Supervisor Bryan, seconded by Supervisor Giardino and unanimously carried, that the agreement between the County of Siskiyou and George Chambers re operation of the Happy Camp Transfer/Recycling Station for the term July 1, 1996 through June 30, 2001, in the amount of \$33,997 for the first fiscal year of operation, is approved and the Chairman authorized to sign.

STATE OF CALIFORNIA)
) ss
COUNTY OF SISKIYOU)

I, LISA CHANDLER, County Clerk and Ex-Officio Clerk of the Board of Supervisors, do hereby certify the foregoing to be a full, true and correct copy of the minute order of said Board of Supervisors passed on May 14, 1996.

Witness my hand and seal this

_____ day of _____, 19 _____

cc: File
Public Works
Auditor

LISA CHANDLER, County Clerk and ex-Officio Clerk of
the Board of Supervisors of Siskiyou County, California

By: _____
Deputy Clerk

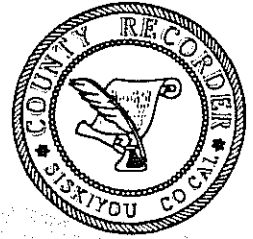


LEANNA DANCER
Assistant Auditor-Controller

BEVERLY J. FOSTER, Auditor-Controller-Recorder

County of Siskiyou

COUNTY SEAT
P.O. Box 8
YREKA, CALIFORNIA 96097
Telephone: Area Code 916 842-8060



VIRGINIA MONTENEGRO
Assistant Recorder

F I L E D
Siskiyou County

AUG 22 1996

LISA CHANDLER, CLERK
BY: _____
Deputy Clerk

MEMO

To: COUNTY COUNSEL
ROBIN WATSON, ADMINISTRATIVE LEGAL ASSISTANT

From: BEVERLY J. FOSTER, AUDITOR-CONTROLLER-RECORDER
Beverly J. Foster

Subject: GEORGE CHAMBERS/HAPPY CAMP RECYCLING

Date: August 22, 1996

A Trust Account has been established in the amount of \$5,000.00 for the performance on the new contract with George Chambers for the operation of the Happy Camp Transfer/Recycling Station.

If you have any questions please do not hesitate to contact my office.

BJF:mk

cc: Sherrie Bennett
Clerk of the Board of Supervisors

AGENDA WORKSHEET

TO: BOARD OF SUPERVISORS
PO BOX 338
YREKA, CA 96097

AGENDA NO: 7i
MEETING DATE: 5-14-96

TIME:

FROM: D.A. GRAVENKAMP
DIRECTOR OF PUBLIC WORKS

SUBJECT:

Agreement for Happy Camp Transfer/Recycling Station Operation

SUMMARY (Description of Issue):

Happy Camp Landfill is scheduled for closure this year with a new contract for the operation of a transfer/recycling station with George Chambers of Happy Camp in the amount of \$33,997 for the first year of operation. The term of this agreement shall be for the period beginning July 1, 1996 and ending June 30, 2001.

RECOMMENDED MOTION:

Approve Happy Camp Transfer/Recycling Station Agreement and authorize chairman to sign. County shall pay to contractor the sum of \$33,997 for the term beginning July 1, 1996 and ending June 30, 2001.

CONTACT PERSON:

TELEPHONE:

ROUTING: (Number of minute orders and/or certified copies needed):

One

BEFORE THE BOARD OF SUPERVISORS
COUNTY OF SISKIYOU, STATE OF CALIFORNIA

APRIL 30, 1996

PRESENT: Supervisors Kay Bryan, Clancy Dutra, Jerry Giardino, Bill Hoy and Ivan Young. Chairman Young presiding.

ABSENT: None

ACTING COUNTY ADMINISTRATOR: Sheryl Trent

DEPUTY COUNTY CLERKS: Colleen Baker and Sherrie Bennett

COUNTY COUNSEL: Frank J. DeMarco

PURPOSE OF MEETING: Regular Adjourned

PUBLIC WORKS DEPARTMENT - AUTHORIZED TO PREPARE AGREEMENT BETWEEN THE COUNTY OF SISKIYOU AND GEORGE CHAMBERS RE THE HAPPY CAMP TRANSFER/RECYCLING STATION

Public Works Director David Gravenkamp informed the Board that two proposals were received in response to a request for proposal for operation of the Happy Camp transfer/recycling station, recommending the Board approve the proposal received from George Chambers.

Following discussion, it was moved by Supervisor Bryan, seconded by Supervisor Giardino and unanimously carried, that the Public Works Department is authorized to prepare a contract between the County of Siskiyou and George Chambers re operation of the Happy Camp transfer/recycling station, in the amount of \$33,997, for Board approval.

STATE OF CALIFORNIA)
) ss
COUNTY OF SISKIYOU)

I, LISA CHANDLER, County Clerk and Ex-Officio Clerk of the Board of Supervisors, do hereby certify the foregoing to be a full, true and correct copy of the minute order of said Board of Supervisors passed on April 30, 1996.

Witness my hand and seal this

_____ day of _____, 19 _____

cc: File
Public Works

LISA CHANDLER, County Clerk and ex-Officio Clerk of the Board of Supervisors of Siskiyou County, California

By: _____
Deputy Clerk

AGENDA WORKSHEET

TO: BOARD OF SUPERVISORS
PO BOX 338
YREKA, CA 96097

AGENDA NO: *8A*

MEETING DATE: 4-30-96

TIME:

FROM: D.A. GRAVENKAMP
DIRECTOR OF PUBLIC WORKS

SUBJECT:

Transfer/Recycling Station Proposals for Happy Camp

SUMMARY (Description of Issue):

Two proposals were received for the operation of the Happy Camp Transfer/Recycling Station. Public Works staff is evaluating proposals and will make recommendation at the April 30, 1996 Board meeting.

RECOMMENDED MOTION:

Approve transfer/recycling station proposal for Happy Camp and authorize Public Works to prepare contract with successful proposer.

CONTACT PERSON:

TELEPHONE:

ROUTING: (Number of minute orders and/or certified copies needed):

One

**SECOND EXTENSION OF HAPPY CAMP
TRANSFER/RECYCLING AGREEMENT**

WHEREAS, THE County of Siskiyou and George Chambers entered into an agreement on the 14th day of May 1996, for the operation of the Happy Camp transfer/recycling station; and

WHEREAS, the term of said Agreement; as previously extended on March 20, 2001, is due to expire on June 30, 2006; and

WHEREAS, said Paragraph 2 of said Agreement provides that the agreement may be extended for a second additional five (5) year term; 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.

Except as modified by the Fifth Addendum, dated June 8, 2004, all other terms and conditions of said Agreement, as amended, remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Second Extension this 16th day of May, 2006.

COUNTY OF SISKIYOU

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

ATTEST:

COLLEEN BAKER, CLERK
Board of Supervisors

By Wendy Dujica
Deputy

By George Chambers
George Chambers, Contractor

TAXPAYER I.D. # 68-0021333

APPROVED AS TO LEGAL FORM:

Frank J. DeMarco
Frank J. DeMarco, County Counsel

APPROVED AS TO ACCOUNTING FORM:

Fund 5350 Organization 404010 Account 728153

Deanne Dacus
Auditor

0206133

APPROVED AS TO INSURANCE REQUIREMENTS

Rose Ann Herrick
Rose Ann Herrick, Risk Management

VN# 609
CT# E060057 00100H
ACCT 5350 404010 728153
GT AMT 78430.60 78430.60 ✓
ANNUAL TOTAL

Tie To E0600032

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

THIS ADDENDUM is to that Contract for Services entered into on 14th day of May 1996 by and between the County of Siskiyou ("County") and George Chambers ("Contractor") and is entered into this 17th day of April, 2012.

WHEREAS, the Contract expired on the 30th day of June, 2011 and services continued to be required after that date; and

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

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

Paragraph 2 of the Contract for Services shall be amended to extend the term of the contract through the 30th 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.

COUNTY OF SISKIYOU


CONTRACTOR

By: _____



Rose Ann Herrick, Interim CAO

By: _____



George Chambers
Taxpayer I.D. 68-0021333


APPROVED AS TO LEGAL FORM:



Thomas P. Guarino
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Fund 5350 Organization 404010 Account 728153 8



Jennie Ebejer, Auditor-Controller

FOURTH ADDENDUM TO CONTRACT FOR SERVICES
(Extension for Operation of Happy Camp Transfer Station Contract # 5152013)

THIS ADDENDUM is to that Contract for Services entered into on the 14th day of May 1996 by and between the County of Siskiyou ("County") and George Chambers ("Contractor") and is entered into this 15th day of May, 2013.

WHEREAS, the Contract will expire on the 30th day of June, 2013 and services continue to be required after that date; and

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

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

Paragraph 2 of the Contract for Services shall be amended to extend the term of the contract through the 30th day of June, 2015.

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

By: _____



Tom Odom
County Administrator

CONTRACTOR

By: _____


George Chambers
Taxpayer I.D. 68-0021333

APPROVED AS TO LEGAL FORM:



Brian L. Morris
County Counsel

APPROVED AS TO ACCOUNTING FORM:
Fund 5350 Organization 404010 Account 728153 *ML*



Jennie Ebejer, Auditor-Controller

FIFTH ADDENDUM TO CONTRACT FOR SERVICES

(Compensation CPI clarification for Happy Camp Transfer Station Contract # 6022013)

THIS ADDENDUM is to that Contract for Services entered into on the 14th day of May 1996 by and between the County of Siskiyou ("County") and George Chambers ("Contractor") and is entered into this 4th day of June, 2013.

THE PARTIES MUTUALLY AGREE that Paragraph 14 of the Contract for Services shall be amended to read as follows:

"The compensation payable to the Contractor after June 30, 1997, shall be adjusted each year in April from the previous April, based on the percentage increase or decrease of the Consumer Price Index for California Urban Wage Earners and Clerical Workers, San Francisco-Oakland, all items 1982-84 =100, as determined by the Bureau of Labor Statistics of the U.S. Labor Department, not to exceed 6% + ½ CPI over 6%."

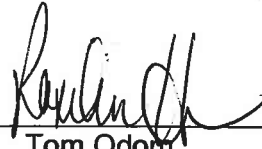
All other terms and conditions of the Contract for Services shall remain in full force and effect.

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

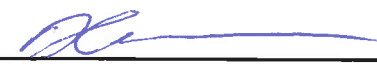
COUNTY OF SISKIYOU

ATTEST:
COLLEEN SETZER
Clerk, Board of Supervisors


By 
Deputy

By: 
Tom Odum
County Administrator

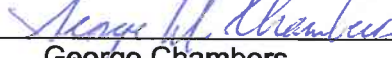
APPROVED AS TO LEGAL FORM:


Brian L. Morris
County Counsel

COUNTY OF SISKIYOU

By 
Ed Valenzuela, Chairperson
Board of Supervisors

CONTRACTOR

By: 
George Chambers
Taxpayer I.D. 68-0021333

APPROVED AS TO ACCOUNTING FORM:
Fund 5350 Organization 404010 Account 728153



Jennie Ebejer, Auditor-Controller

SIXTH ADDENDUM TO CONTRACT FOR SERVICES
(Extension for Operation of Happy Camp Transfer Station Contract)

THIS ADDENDUM is to that Contract for Services entered into on the 14th day of May 1996 by and between the County of Siskiyou ("County") and George Chambers ("Contractor") and is entered into this 7th day of July, 2015.

WHEREAS, the Contract expired on the 30th day of June, 2015 and services continue to be required after that date; and

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

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

Paragraph 2 of the Contract for Services shall be amended to extend the term of the contract through the 30th day of June, 2016.

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/LEESE

By: George M. Chambers

7/8/15
(Date)

TAXPAYER I.D. 68-0021333

COUNTY OF SISKIYOU

By Ed Valenzuela
Ed Valenzuela, Chair

ATTEST:
COLLEEN SETZER
Clerk, Board of Supervisors

By Wendy Dyer
Deputy

ACCOUNTING:
Fund **5350** Organization **404010** Account **728153**

SEVENTH ADDENDUM TO CONTRACT FOR SERVICES

(7th Addendum to extend the term for the Operation of the Happy Camp Transfer Station Contract # 5152013)

THIS SEVENTH ADDENDUM is to that Contract for Services entered into on the 14th day of May 1996 by and between the County of Siskiyou ("County") and George Chambers ("Contractor") and is entered into this 5th day of July, 2016.

WHEREAS, the Contract will expire on the 30th day of June, 2016 and services continue to be required after that date; and

WHEREAS, the County desires to extend the term of the Contract for one 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 2 of the Contract for Services shall be amended to extend the term of the contract through the 30th day of June, 2017

Paragraph 13 of the Contract, Compensation, as amended, shall be further amended to provide that effective July 1, 2016, the amount payable under the Contract, for the term beginning July 1, 2016 and ending June 30, 2017 shall be the not to exceed amount of \$99,432.28 (ninety-nine thousand, four hundred thirty two dollars and twenty eight cents).

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.


Signature Page Follows

VN# 2609
CT# E1700098 CC LOG# _____
ACCT 5350-404010-728153-
CT AMT 99,432.28 / 99,432.28
ANNUAL TOTAL

COUNTY OF SISKIYOU

CONTRACTOR

By: 
Grace Bennett, Chair
Siskiyou County Board of Supervisors

By: 
George Chambers
Taxpayer I.D. 68-0021333

ATTEST:

Colleen Setzer, Clerk
Board of Supervisors

By: 
Deputy

APPROVED AS TO ACCOUNTING FORM:

Fund 5350 Organization 404010 Account 728153

FY 16/17 \$99,432.28