

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

This Thirteenth Amendment to the Agreement for Operation of Seven (7) Southern Solid Waste Container Sites dated April 27, 2010, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Recology Eel River, formerly known as Eel River Disposal and Resource Recovery, Inc., a California corporation, hereinafter referred to as "CONTRACTOR," shall be effective as of July 1, 2022.

RECITALS

WHEREAS, on April 27, 2010, COUNTY and Eel River Disposal and Resource Recovery, Inc. ("ERD") entered into an agreement to operate seven (7) solid waste container sites in southern Humboldt County ("Operation Agreement") for the purpose of collecting, transporting and disposing of solid waste and source separated recyclable materials from May 1, 2010 to June 30, 2019; and

WHEREAS, Recology Inc. acquired all outstanding shares of ERD and merged it into Recology Eel River, assuming control over ERD's operations effective September 1, 2017; and

WHEREAS, the parties have agreed to extend the term until June 30, 2024.

WHEREAS, the parties desire to amend the Operation Agreement to adjust the compensation payable to CONTRACTOR for the collection, transportation and disposal of solid waste and source separated recyclable materials pursuant to said Operation Agreement.

NOW THEREFORE, the parties mutually agree as follows:

1. Section 16(A) – Payment to Contractor of the Operation Agreement is hereby deleted in its entirety and replaced with the following:

16. PAYMENT TO CONTRACTOR

A. ~~Payment Amount.~~ COUNTY shall pay CONTRACTOR a fixed annual payment as specified in the Site Price Form in Exhibit 1-A for the period July 1, 2022 to June 30, 2023. The Payment amount shall be calculated as specified in Exhibit 1-B.

The total annual amount payable to CONTRACTOR, as may be modified pursuant to the provisions of this Section or Sections 17, 18, or 19, shall be known as the "Payment Amount." Payment shall be made in twelve (12) equal monthly installments, according to the procedure set forth in Section 16(B). If any alternate disposal site or sites are designated, the Payment Amount shall be adjusted as provided for in Section 18(C) of this agreement.

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

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

2. The Operation Agreement is hereby amended to delete Exhibit 1-A – Southern Container Sites Price Form ("Exhibit 1-A"), and replace it in its entirety with the revised version of Exhibit 1-A that is attached hereto and incorporated herein by reference. The modified version of Exhibit 1-A attached

hereto shall supersede any and all prior versions thereof as of the effective date of this Thirteenth Amendment.

3. The Operation Agreement is hereby amended to delete Exhibit 1-B – Formula to Calculate Payment Amount (“Exhibit 1-B”), and replace it in its entirety with the revised version of Exhibit 1-B that is attached hereto and incorporated herein by reference. The modified version of Exhibit 1-B attached hereto shall supersede any and all prior versions thereof as of the effective date of this Thirteenth Agreement.
4. The Operation Agreement is hereby amended to delete Exhibit 2 – Standard of Fee collection (“Exhibit 2”), and replace it in its entirety with the revised version of Exhibit 2 that is attached hereto and incorporated herein by reference. The modified version of Exhibit 2 attached hereto shall supersede any and all prior versions thereof as of the effective date of this Thirteenth Amendment.
5. The Operation Agreement is hereby amended to delete Exhibit 3 – List of Fees and Charges for Recyclable Materials Accepted at Sites (“Exhibit 3”), and replace it in its entirety with the revised version of Exhibit 3 that is attached hereto and incorporated herein by reference. The modified version of Exhibit 3 attached hereto shall supersede any and all prior versions thereof as of the effective date of this Thirteenth Amendment.
6. Except as modified herein, the Operation Agreement dated April 27, 2010, as previously amended, shall remain in full force and effect. In the event of a conflict between the provisions of this Thirteenth Amendment and the original Operation Agreement, or any prior amendments thereto, the provisions of this Thirteenth Amendment shall govern.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have entered into this Thirteenth Amendment as of the dates indicated below.

*TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:
(1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
(2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.*

RECOLOGY EEL RIVER:

By: Mark R. Lomele
Mark R. Lomele
President and Chief Financial Officer

Date: 6/7/22

By: Cary Chen
Cary Chen
Corporate Secretary

Date: 6/7/2022

COUNTY OF HUMBOLDT:

By: Virginia Bass
Virginia Bass - Chair
Humboldt County Board of Supervisors

Date: Nov 18, 2022

INSURANCE CERTIFICATES APPROVED:

By: Phillips, Amanda
Digitally signed by Phillips, Amanda
Date: 2022.07.05 08:48:37 -0700
Risk Management

Date: 07/05/2022

LIST OF EXHIBITS:

- Exhibit 1-A – Southern Container Sites Price Form
- Exhibit 1-B – Formula to Calculate Payment Amount
- Exhibit 2 – Standard of Fee collection
- Exhibit 3 – List of Fees and Charges for Recyclable Materials Accepted at Sites

Southern Container Sites Price Form

Exhibit 1-A

Effective July 1, 2022

A	B	C	D	E	F	G	H	I	J	K	L
Site	Tons FY 2021	# Trips	Hrs/ wk	Site Costs	Env. Liability Insurance	Haul Costs	Disposal Costs	Overhead & Profit	OPERATING COST	F. Est. Revenue	G. NET COST
Alderpoint	39.65	9	15	\$ 21,834	\$ 18	\$ 6,712	\$ 5,856	\$ 5,709	\$ 40,130	\$ 13,308	\$26,822
Blocksburg	14.08	4	10	17,408	7	3,213	2,079	4,124	26,831	4,726	\$22,105
Fruitland	19.44	6	15	20,439	9	2,583	2,871	4,604	30,506	6,525	\$23,981
Petrolia	54.54	14	20	24,397	25	6,426	8,055	6,164	45,067	18,305	\$26,762
Shelter Cove	70.02	18	12	18,059	33	12,911	10,341	6,194	47,537	23,501	\$24,037
Whitehorn	102.72	25	20	26,448	48	15,056	15,171	8,301	65,024	34,476	\$30,548
TOTAL:	300.45	76.0	92.00	\$128,584	\$140	\$46,901	\$44,373	\$35,097	\$255,094	\$100,840	\$154,254

from monthly reports from monthly reports by agreement Last year by CPI trips x haul costs/trip tons x disposal cost 20% of E&G sum of costs E+F+G+H+I tons x fee total cost - revenue

Disposal Costs	21/22	CPI	22/23
Per Ton: \$	135.99	8.60%	\$ 147.69

Net County Costs

County Costs	\$ 154,254.27
Less: Environmental Liability Insurance Costs	139.59
Annual Costs	\$ 154,114.68

Haul Costs/Trip	21/22	CPI	22/23
Alderpoint \$	686.73	8.60%	\$ 745.82
Blocksburg	739.56	8.60%	\$ 803.20
Fruitland	396.33	8.60%	\$ 430.43
Petrolia	422.61	8.60%	\$ 458.97
Shelter Cove	660.46	8.60%	\$ 717.29
Whitehorn	554.53	8.60%	\$ 602.24
Hourly Haul Rate	102.30	8.60%	\$ 111.10

Total Monthly Payment

\$ 12,842.89

Plus documented costs for additional work not to exceed \$14,130 annually (county fiscal year).

Tonnage Info	CY 21 Tonnage	
Alderpoint		39.65
Blocksburg		14.08
Fruitland		19.44
Petrolia		54.54
Shelter Cove		70.02
Whitehorn		102.72
Total		300.45
Fee:		
50 Cans/Ton \$	8.95	75.00% \$ 335.63

Exhibit 1-B

Formula to Calculate Payment Amount:

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

Where:

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

Less

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

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

Add

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

Add

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

Add

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

Add

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

Southern Container Sites Price Form
Exhibit 2 - Standard Fee Collection
 Effective July 1, 2022

A. Based on Current Fees:	\$	8.95	per 30 gallon can		
	\$	59.80	per cubic yard		
B. Following Assumptions		40	lbs. per 30 gallon can		
		267	lbs. per 30 cubic yard		
C. Using Can-Equivalents		50	can = 1 ton		
	\$	447.50	per ton		
D. Cubic Yard Equivalents		7.5	cubic yards = 1 ton		
	\$	448.50	per ton		
E. Possible Average Revenue at 100% fee level	\$	447.50	-	\$	448.50
F. Minimum adequate level of fee collection	\$	335.63	-	\$	336.38

Southern Container Sites Price Form
Exhibit 3 - List of Fees and Charges for Recyclable Materials Accepted at Sites
Effective July 1, 2022

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

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

Per Haul recycling cost, by site: (to be paid by County)

Alderpoint	\$	745.82
Blocksburg		803.20
Fruitland		430.43
Petrolia		458.97
Shelter Cove		717.29
Whitehorn		602.24

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