

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

This Fourteenth 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, 2024.

**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, 2025.

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, 2024 to June 30, 2025. 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 Fourteenth 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 Fourteenth 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 Fourteenth 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 Fourteenth 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 Fourteenth Amendment and the original Operation Agreement, or any prior amendments thereto, the provisions of this Fourteenth Amendment shall govern.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have entered into this Fourteenth 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: \_\_\_\_\_

Cary Chen  
President

Date: \_\_\_\_\_

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

Gordon Heneweer  
Executive Vice President and Chief  
Financial Officer

Date: \_\_\_\_\_

**COUNTY OF HUMBOLDT:**

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

Rex Bohn - Chair  
Humboldt County Board of Supervisors

Date: \_\_\_\_\_

**INSURANCE CERTIFICATES APPROVED:**

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

Risk Management

Date: \_\_\_\_\_

**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, 2024

20.0%

A	B	C	D	E	F	G	H	I	J	K	L
Site	Tons FY 2023	# Trips	Hrs/ wk	Site Costs	Env. Liability Insurance	Haul Costs	Disposal Costs	Overhead & Profit	OPERATING COST	F. Est. Revenue	G. NET COST
Alderpoint	24.43	5	15	\$ 23,817	\$ 24	\$ 4,068	\$ 3,936	\$ 5,577	\$ 37,422	\$ 8,199	\$29,222
Blocksburg	9.13	5	10	18,989	9	4,381	1,471	4,674	29,524	3,064	\$26,459
Fruitland	12.16	3	15	22,296	12	1,409	1,959	4,741	30,416	4,081	\$26,335
Petrolia	28.15	7	20	26,613	27	3,505	4,535	6,024	40,704	9,448	\$31,256
Shelter Cove	38.68	10	12	19,699	38	7,825	6,232	5,505	39,298	12,982	\$26,316
Whitehorn	62.86	14	20	28,851	61	9,197	10,127	7,610	55,846	21,098	\$34,749
<b>TOTAL:</b>	<b>175.41</b>	<b>44.0</b>	<b>92.00</b>	<b>\$140,266</b>	<b>\$171</b>	<b>\$30,384</b>	<b>\$28,260</b>	<b>\$34,130</b>	<b>\$233,209</b>	<b>\$58,873</b>	<b>\$174,337</b>
	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

<b>Disposal Costs</b>	<u>23/24</u>	<u>CPI</u>	<u>24/25</u>
<b>Per Ton: \$</b>	156.22	3.13%	\$ 161.11

### Net County Costs

County Costs	\$ 174,336.60
Less: Environmental Liability Insurance Costs	170.61
<b>Annual Costs</b>	<b>\$ 174,165.99</b>

Haul Costs/Trip	<u>23/24</u>	<u>CPI</u>	<u>24/25</u>
Alderpoint \$	788.90	3.13%	\$ 813.57
Blocksburg	849.60	3.13%	\$ 876.17
Fruitland	455.30	3.13%	\$ 469.54
Petrolia	485.48	3.13%	\$ 500.66
Shelter Cove	758.73	3.13%	\$ 782.46
Whitehorn	637.03	3.13%	\$ 656.95
<b>Hourly Haul Rate</b>	<b>117.52</b>	<b>3.13%</b>	<b>\$ 121.20</b>

### Total Monthly Payment

\$ 14,513.83

Plus documented costs for additional work not to exceed \$14,130 annually (county fiscal year).  
There was no additional work in 2023-2024.

Tonnage Info	<u>CY 23 Tonnage</u>	
Alderpoint		24.43
Blocksburg		9.13
Fruitland		12.16
Petrolia		28.15
Shelter Cove		38.68
Whitehorn		62.86
	Total	175.41
<b>Fee:</b>		
50 Cans/Ton \$	8.95	75.00% \$ 335.63

**Southern Container Sites Price Form**  
**Exhibit 2 - Standard Fee Collection**  
**Effective July 1, 2024**

<b>A. Based on Current Fees:</b>	\$	8.95	per 30 gallon can		
	\$	59.80	per cubic yard		
<b>B. Following Assumptions</b>		40	lbs. per 30 gallon can		
		267	lbs. per 30 cubic yard		
<b>C. Using Can-Equivalents</b>		50	can = 1 ton		
	\$	447.50	per ton		
<b>D. Cubic Yard Equivalents</b>		7.5	cubic yards = 1 ton		
	\$	448.50	per ton		
<b>E. Possible Average Revenue at 100% fee level</b>	\$	447.50	-	\$	448.50
<b>F. Minimum adequate level of fee collection</b>	\$	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, 2024

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	\$	813.57
Blocksburg		876.17
Fruitland		469.54
Petrolia		500.66
Shelter Cove		782.46
Whitehorn		656.95

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.