

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

This Twelfth 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, 2021.

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 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, 2021 to June 30, 2022. 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 Twelfth 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 Twelfth 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 Twelfth 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 Twelfth 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 Twelfth Amendment and the original Operation Agreement, or any prior amendments thereto, the provisions of this Twelfth Amendment shall govern.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have entered into this Twelfth 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: 

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Mark R. Lomele
President and Chief Financial Officer

Date: 6/9/2021 | 7:56 AM PDT

By: 

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Cary Chen
Corporate Secretary

Date: 6/8/2021 | 12:32 PM PDT

COUNTY OF HUMBOLDT:

By: _____
Virginia Bass - 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, 2021

A	B	C	D	E	F	G	H	I	J	K	L
Site	Tons FY 2020	# Trips	Hrs/ wk	Site Costs	Env. Liability Insurance	Haul Costs	Disposal Costs	Overhead & Profit	OPERATING COST	F. Est. Revenue	G. NET COST
Alderpoint	47.70	10	15	\$ 20,104	\$ 29	\$ 6,867	\$ 6,487	\$ 5,394	\$ 38,882	\$ 16,010	\$22,872
Blocksburg	20.44	5	10	16,029	13	3,698	2,780	3,945	26,464	6,860	\$19,604
Fruitland	18.06	6	15	18,820	11	2,378	2,456	4,240	27,904	6,061	\$21,843
Petrolia	54.52	14	20	22,464	34	5,917	7,414	5,676	41,504	18,299	\$23,205
Shelter Cove	66.72	16	12	16,628	41	10,567	9,073	5,439	41,749	22,393	\$19,355
Whitehorn	90.24	21	20	24,353	56	11,645	12,272	7,200	55,525	30,287	\$25,238
						-	-	-	-	-	\$0
TOTAL:	297.68	72.0	92.00	\$118,397	\$184	\$41,072	\$40,481	\$31,894	\$232,027	\$99,910	\$132,117
	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

20.0%

Disposal Costs Per Ton:	\$	<u>20/21</u>	<u>CPI</u>	\$	<u>20/21</u>
		133.39	1.95%		135.99

Net County Costs		
County Costs		\$ 132,117.02
Less: Environmental Liability Insurance Costs		183.95
Annual Costs		\$ 131,933.07

Haul Costs/Trip	<u>20/21</u>	<u>CPI</u>	<u>20/21</u>
Alderpoint	\$ 673.61	1.95%	\$ 686.73
Blocksburg	\$ 725.43	1.95%	\$ 739.56
Fruitland	\$ 388.76	1.95%	\$ 396.33
Petrolia	\$ 414.53	1.95%	\$ 422.61
Shelter Cove	\$ 647.84	1.95%	\$ 660.46
Whitehorn	\$ 543.93	1.95%	\$ 554.53
Hourly Haul Rate	\$ 100.35	1.95%	\$ 102.30

Total Monthly Payment \$ 10,994.42

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

Tonnage Info	<u>CY 20 Tonnage</u>	
Alderpoint		47.70
Blocksburg		20.44
Fruitland		18.06
Petrolia		54.52
Shelter Cove		66.72
Whitehorn		90.24
	Total	297.68
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, 2021

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, 2021

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	\$	686.73
Blocksburg		739.56
Fruitland		396.33
Petrolia		422.61
Shelter Cove		660.46
Whitehorn		554.53

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.