

**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, 2023.

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 I-A for the period July 1, 2023 to June 30, 2024. The Payment amount shall be calculated as specified in Exhibit I-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 I-A – Southern Container Sites Price Form ("Exhibit I-A"), and replace it in its entirety with the revised version of Exhibit I-A that is attached hereto and incorporated herein by reference. The modified version of Exhibit I-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: Mark R. Lomele
Mark R. Lomele
President and Chief Financial Officer

Date: 6/15/2023

By: Cary Chen
Cary Chen
Senior Vice President, Chief Legal Officer
and Corporate Secretary

Date: 6/15/2023

COUNTY OF HUMBOLDT:

By: Steve Madrone
Steve Madrone - Chair
Humboldt County Board of Supervisors

Date: 7/18/23

INSURANCE CERTIFICATES APPROVED:

By: Phillips, Amanda
Digitally signed by Phillips, Amanda
Date: 2023.07.07 08:10:24 -0700
Risk Management

Date: 07/07/2023

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, 2023

| A | B | C | D | E | F | G | H | I | J | K | L |
|---------------|-------------------------------------|-------------------------------------|-----------------------------|---------------------------------|--------------------------|--|-------------------------------------|-------------------------------|---|---------------------------|-------------------------------------|
| Site | Tons FY 2022 | # Trips | Hrs/ wk | Site Costs | Env. Liability Insurance | Haul Costs | Disposal Costs | Overhead & Profit | OPERATING COST | F. Est. Revenue | G. NET COST |
| Alderpoint | 25.16 | 6 | 11 | \$ 23,095 | \$ 18 | \$ 4,733 | \$ 3,931 | \$ 5,566 | \$ 37,343 | \$ 8,444 | \$28,899 |
| Blocksburg | 9.08 | 3 | 19 | 18,413 | 7 | 2,549 | 1,418 | 4,192 | 26,580 | 3,048 | \$23,532 |
| Fruitland | 14.87 | 4 | 13 | 21,620 | 11 | 1,821 | 2,323 | 4,688 | 30,463 | 4,991 | \$25,472 |
| Petrolia | 31.69 | 12 | 24 | 25,806 | 23 | 5,826 | 4,951 | 6,326 | 42,932 | 10,636 | \$32,296 |
| Shelter Cove | 73.93 | 20 | 12 | 19,102 | 54 | 15,175 | 11,549 | 6,855 | 52,735 | 24,813 | \$27,922 |
| Whitehorn | 39.98 | 10 | 23 | 27,976 | 29 | 6,370 | 6,246 | 6,869 | 47,491 | 13,418 | \$34,072 |
| TOTAL: | 194.71 | 55.0 | 92.00 | \$136,012 | \$141 | \$36,474 | \$30,418 | \$34,497 | \$237,543 | \$65,351 | \$172,192 |
| | <small>from monthly reports</small> | <small>from monthly reports</small> | <small>by agreement</small> | <small>Last year by CPI</small> | | <small>trips x haul costs/trip</small> | <small>tons x disposal cost</small> | <small>20% of E&G</small> | <small>sum of costs E+F+G+H+I</small> | <small>tons x fee</small> | <small>total cost - revenue</small> |

| | | | |
|-----------------------|--------------|------------|--------------|
| Disposal Costs | <u>22/23</u> | <u>CPI</u> | <u>23/24</u> |
| Per Ton: \$ | 147.69 | 5.78% | \$ 156.22 |

| Haul Costs/Trip | 22/23 | CPI | 23/24 |
|------------------|--------|-------|-----------|
| Alderpoint \$ | 745.82 | 5.78% | \$ 788.90 |
| Blocksburg | 803.20 | 5.78% | \$ 849.60 |
| Fruitland | 430.43 | 5.78% | \$ 455.30 |
| Petrolia | 458.97 | 5.78% | \$ 485.48 |
| Shelter Cove | 717.29 | 5.78% | \$ 758.73 |
| Whitehorn | 602.24 | 5.78% | \$ 637.03 |
| Hourly Haul Rate | 111.10 | 5.78% | \$ 117.52 |

| Tonnage Info | CY 22 Tonnage |
|----------------|---------------|
| Alderpoint | 25.16 |
| Blocksburg | 9.08 |
| Fruitland | 14.87 |
| Petrolia | 31.69 |
| Shelter Cove | 73.93 |
| Whitehorn | 39.98 |
| Total | 194.71 |
| Fee: | |
| 50 Cans/Ton \$ | 8.95 |
| | \$ 335.63 |

| | |
|---|---------------|
| Net County Costs | |
| County Costs | \$ 172,192.12 |
| Less: Environmental Liability Insurance Costs | 141.44 |
| Annual Costs | \$ 172,050.67 |

Total Monthly Payment \$ 14,337.56

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

Southern Container Sites Price Form
Exhibit 2 - Standard Fee Collection
 Effective July 1, 2023

| | | | | | |
|---|----|--------|------------------------|----|--------|
| A. Based on Current Fees: | - | 8.75 | per 30 gallon can | | |
| | - | 7.00 | per cubic yard | | |
| | | | | | |
| B. Following Assumptions | | 40 | lbs. per 30 gallon can | | |
| | | 2657 | 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, 2023

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 | \$ | 788.90 |
| Blocksburg | | 849.60 |
| Fruitland | | 455.30 |
| Petrolia | | 485.48 |
| Shelter Cove | | 758.73 |
| Whitehorn | | 637.03 |

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.