

**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 - Chair  
Humboldt County Board of Supervisors

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

**INSURANCE CERTIFICATES APPROVED:**

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

20.0%

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
	from monthly reports	from monthly tenants	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
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
<b>TOTAL:</b>	<b>300.45</b>	<b>76.0</b>	<b>92.00</b>	<b>\$128,584</b>	<b>\$140</b>	<b>\$46,901</b>	<b>\$44,373</b>	<b>\$35,097</b>	<b>\$255,094</b>	<b>\$100,840</b>	<b>\$154,254</b>

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

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

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

**Total Monthly Payment**

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
<b>Total</b>	<b>300.45</b>
<b>Fee:</b>	
50 Cans/Ton	8.95
	75,000 <sup>0.0</sup>
	\$ 335.63

**Exhibit 1-B**

**Formula to Calculate Payment Amount:**

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

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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

<b>A. Based on Current Fees:</b>			
	\$	8.95 per 30 gallon can	
	\$	59,800 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, 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.