

**TENTH AMENDMENT TO AGREEMENT FOR THE
OPERATION OF THE WILLOW CREEK, ORICK, REDWOOD VALLEY AND ORLEANS
SOLID WASTE CONTAINER SITES,
AND THE HAULING OF REFUSE FROM THE WILLOW CREEK, ORICK, REDWOOD
VALLEY, ORLEANS AND WEITCHPEC CONTAINER SITES**

This Tenth Amendment to the Agreement for the Operation of the Willow Creek, Orick, Redwood Valley and Orleans Solid Waste Container Sites and the Hauling of Refuse from the Willow Creek, Orick, Redwood Valley, Orleans and Weitchpec Container Sites dated December 13, 2011, as previously amended, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Gregory and Christine Cain, and assigned to Humboldt Sanitation Company, Inc., a California corporation, hereinafter referred to as "CONTRACTOR," shall be effective as of July 1, 2021.

RECITALS

WHEREAS, on December 13, 2011, COUNTY and CONTRACTOR entered into an agreement to operate and maintain the Willow Creek, Orick, Redwood Valley and Orleans solid waste container sites, and to haul waste from the Willow Creek, Orick, Redwood Valley, Orleans and Weitchpec solid waste container sites ("Operation and Hauling Agreement"), for the purpose of collecting, transporting and disposing of solid waste and source separated recyclable materials from January 1, 2012 to December 31, 2021; and

WHEREAS, the parties desire to amend the Operation and Hauling Agreement in order to extend the term thereof and adjust the compensation payable to CONTRACTOR for the collection, transportation and disposal of solid waste and source separated recyclable materials thereunder.

NOW THEREFORE, the parties mutually agree as follows:

1. Section 2 – Term of Agreement of the Operation and Hauling Agreement is hereby deleted in its entirety and replaced with the following:

2. TERM OF AGREEMENT

Unless terminated as set forth herein, the term of this Agreement shall be for a period of fifteen (15) years, commencing on January 1, 2012 and terminating on December 31, 2026. If both parties agree, this Agreement may be extended by amendment for an additional five years consistent with the requirements of Section 521-6(c) of Chapter 1 of Division 2 of Title V of the Humboldt County Code.

2. Section 16(A) – Payment to Contactor of the Operation and Hauling 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 "Price form for the operation, maintenance and transport of waste from the four solid waste container sites in northeastern Humboldt County and transport of waste from the Weitchpec container site," in **Attachment 1** for the period of July 1, 2021 to June 30, 2022.

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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) monthly installments, according to the procedure set forth in Section 16(B) 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 alternate disposal sites are designated, the Payment Amount shall be adjusted as provided for in Section 18(C) 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.

3. The Operation and Hauling Agreement is hereby amended to delete Attachment 1 – Northern Container Sites Price Form ("Attachment 1"), and replace it in its entirety with the modified version of Attachment 1 that is attached hereto and incorporated herein by reference. The modified version of Attachment 1 attached hereto shall supersede any and all prior versions thereof as of the effective date of this Tenth Amendment.
4. The Operation and Hauling Agreement is hereby amended to delete Attachment 2 – Standard of Fee Collection ("Attachment 2"), and replace it in its entirety with the modified version of Attachment 2 that is attached hereto and incorporated herein by reference. The modified version of Attachment 2 attached hereto shall supersede any and all prior versions thereof as of the effective date of this Tenth Amendment.
5. The Operation and Hauling Agreement is hereby amended to delete Attachment 3 – List of Fees and Charges for Recyclable Materials Accepted at Sites ("Attachment 3"), and replace it in its entirety with the modified version of Attachment 3 that is attached hereto and incorporated herein by reference. The modified version of Attachment 3 attached hereto shall supersede any and all prior versions thereof as of the effective date of this Tenth Amendment.
6. Except as modified herein, the Operation and Hauling Agreement dated December 13, 2011, as previously amended, shall remain in full force and effect. In the event of a conflict between the provisions of this Tenth Amendment and the original Operation and Hauling Agreement, or any prior amendments thereto, the provisions of this Tenth Amendment shall govern.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have entered into this Tenth 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.

HUMBOLDT SANITATION COMPANY, INC.:

By: Gregory D. Cain
Gregory D. Cain
President

Date: 6/8/21

By: Christine A. Cain
Christine A. Cain
Chief Financial Officer

Date: 6/8/21

COUNTY OF HUMBOLDT:

By: Virginia Bass
Virginia Bass
Chair, Board of Supervisors

Date: 7/13/21

INSURANCE CERTIFICATES APPROVED:

By: _____
Risk Management

Date:

LIST OF ATTACHMENTS:

- Attachment 1 – Northern Container Sites Price Form
- Attachment 2 – Standard of Fee Collection
- Attachment 3 – List of Fees and Charges for Recyclable Materials Accepted at Sites

NORTHERN CONTAINER SITES PRICE FORM
Effective July 1, 2021

Attachment 1

Site	Tons*	# Trips	Hrs/ wk	A. Site Costs	B. Haul Costs	C. Fuel	D. Disposal Costs	E. Overhead & Profit	OPERATING COST	F. Est. Revenue	G. NET COST
Willow Creek	915.03	103.0	26.77	45,570.52	51,202.26	13,443.95	\$118,332	60,107.99	\$288,656	\$177,745	\$110,911
Orleans	5.15	7.5	19.52	28,350.75	6,703.87	1,804.97	\$666	10,770.99	\$48,297	\$1,728	\$46,568
Orick	8.78	3.0	5.88	14,710.83	6,703.87	902.49	\$1,135	7,075.90	\$30,529	\$2,947	\$27,582
Redwood Valley	3.87	1.0	5.88	15,714.99	6,451.03	586.84	\$500	7,163.44	\$30,417	\$1,299	\$29,118
Weitchpec	206.89	43.0	0.00	-	14,738.36	6,261.03	\$26,755	7,682.14	\$55,437	\$0	\$55,437
TOTAL:	1139.72	157.5	58.05	\$104,347	\$85,799	\$22,999	\$147,389	\$92,800	\$453,335	\$183,720	\$269,615
	from monthly reports	from monthly reports	by agreement	by agreement	by agreement		tons x disposal cost	by agreement	sum of costs	tons x fee	total cost - revenue

PRICE FORM for the operation, maintenance and transport of waste from the four solid waste container sites in northeastern Humboldt County (Willow Creek, Orleans, Orick and Redwood Valley), and transport of waste from the Weitchpec container site to the County's authorized disposal site. Based on 100% HumSan disposal cost @ **\$ 129.32** per ton

Annual Adjustment: CPI less energy 1.4490%
 Fuel Index -16.3889%

Total Annual Payment from County \$269,615.13
 Less: Environmental Liability Coverage 0.00 Contractor has own coverage
 Net Annual Payment from County: \$ 269,615.13

Amount Due from County per Month \$22,467.93

*Tonnage Totals are from Jan 1, 2020 thru Dec 31, 2020

Willow Creek Estimated Revenue			
	Tons*	Rate	Est Rev
Toms Trash	888.32	\$ 190.00	\$ 168,780.80
Gen. Public	26.71	\$ 335.63	\$ 8,964.68
TOTAL	915.03		\$ 177,745.48

Orleans, Orick, Redwood Valley & Weitchpec Estimated Revenue			
	Tons*	Rate	Est Rev
Orleans	5.15	\$ 335.63	\$ 1,728.49
Orick	8.78	\$ 335.63	\$ 2,946.83
Redwood Valley	3.87	\$ 335.63	\$ 1,298.89
Weitchpec	206.89	\$ 335.63	\$ 69,418.17
TOTAL	224.69		\$ 5,974.21

Revenue (50(cans/ton)*\$8.95*75% = \$ 335.63

Attachment 2

Standard of Fee Collection

- A. Based on current fees: \$8.95 per 30-gallon can
 \$59.80 per cubic yard
- B. And the following assumptions average weight of a 30-gallon can = 40#
 average weight of a cubic yard = 267#
- C. Using can-equivalents: 50 cans = 1 ton
 50 x \$8.95 = \$447.50 per ton
- D. Using cubic yard equivalents: 7.5 cu yd = 1 ton
 7.5 x \$59.80 = \$448.50 per ton
- E. Possible average revenue per ton at 100% of current fee level = **\$448.50 - \$ 447.50**
- F. Minimum adequate level of fee collection = 75% of \$448.50 - \$447.50 = **\$336.38 - \$335.63**

Attachment 3**List of Fees and Charges for Recyclable Materials Accepted at Sites**

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
Refrigerator/Freezer	\$30.00 each	with freon removed
Other appliances	\$30.00 each	
Hot Water Heater	\$20.00 each	
Burn Barrels	\$17.50 each	
Couch	\$30.00 each	
Chair	\$25.00 each	
Mattress or Box Spring	\$17.50 each	

Recycling Materials

For disposal of recyclable materials, Humboldt Sanition may charge between \$0 - \$29.90 per cubic yard.