

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

This Tenth 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, 2019.

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, 2019 to June 30, 2020. 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. Section 2 – Term of Agreement of the Operation Agreement is hereby deleted in its entirety and replaced with the following:

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2. TERM OF AGREEMENT

Unless terminated pursuant to the Agreement, the term is for the period May 1, 2010 to June 30, 2024. If both parties agree, this Agreement may be extended by amendment for an additional five (5) years consistent with requirements of Section 521-6(c) Chapter 1 of Division 2 of Title V of the Humboldt County Code.

3. 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 Tenth Amendment.
4. 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 Tenth Agreement.
5. 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 Tenth Amendment.
6. 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 Tenth Amendment.
7. 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 Tenth Amendment and the original Operation Agreement, or any prior amendments thereto, the provisions of this Tenth Amendment shall govern.

[Signatures on Following Page]

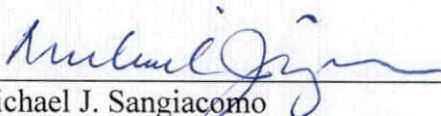
IN WITNESS WHEREOF, the parties hereto have entered into this Tenth Amendment as of the dates indicated below.

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.

RECOLOGY EEL RIVER:

By: 
Michael J. Sangiacomo
President and Chief Executive Officer


Date: 6/17/19

By: 
Cary Chen
Corporate Secretary

Recology
Reviewed by:

Legal

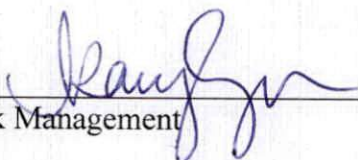
Date: 6/17/19

COUNTY OF HUMBOLDT:

By: 
Rex Bohn
Chair, Humboldt County Board of Supervisors

Date: 6/25/19

INSURANCE CERTIFICATES APPROVED:

By: 
Risk Management

Date: 6/21/19

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, 2019

A	B	C	D	E	F	G	H	I	J	K	L
Site	Tons CY 2018	# Trips	Hrs/ wk	Site Costs	Env. Liability Insurance	Haul Costs	Disposal Costs	Overhead & Profit	OPERATING COST	F. Est. Revenue	G. NET COST
Alderpoint	38.64	8	15	\$ 19,272	\$ 20	\$ 5,267	\$ 5,037	\$ 4,908	\$ 34,503	\$ 12,969	\$21,535
Blocksburg	13.95	4	10	15,365	6	2,836	1,819	3,640	23,666	4,682	\$18,984
Fruitland	12.49	4	15	18,041	12	1,520	1,628	3,912	25,113	4,192	\$20,921
Petrolia	45.22	8	20	21,534	25	3,241	5,895	4,955	35,650	15,177	\$20,473
Shelter Cove	82.16	19	12	15,940	38	12,030	10,711	5,594	44,312	27,575	\$16,737
Whitehorn	80.48	16	20	23,346	23	8,505	10,492	6,370	48,736	27,012	\$21,724
TOTAL:	272.94	59.0	92.00	\$113,499	\$123	\$33,398	\$35,581	\$29,379	\$211,981	\$91,607	\$120,374

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

Disposal Costs	<u>16/17</u>	<u>CPI</u>	<u>19/20</u>
Per Ton: \$	122.29	6.60%	\$ 130.36

Haul Costs/Trip	16/17	CPI	19/20
Alderpoint \$	617.56	6.60%	\$ 658.32
Blocksburg \$	665.07	6.60%	\$ 708.97
Fruitland \$	356.41	6.60%	\$ 379.94
Petrolia \$	380.03	6.60%	\$ 405.12
Shelter Cove \$	593.94	6.60%	\$ 633.14
Whitehorn \$	498.67	6.60%	\$ 531.59
Hourly Haul Rate \$	92.00	6.60%	\$ 98.07

Net County Costs	
County Costs	\$ 120,373.82
Less: Environmental Liability Insurance Costs	123.00
Annual Costs	\$ 120,250.82

Total Monthly Payment \$ 10,020.90

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

Tonnage Info	CY 15 Tonnage	
Alderpoint		38.64
Blocksburg		13.95
Fruitland		12.49
Petrolia		45.22
Shelter Cove		82.16
Whitehorn		80.48
	Total	272.94
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, 2019

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, 2019

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	\$	658.32
Blocksburg		708.97
Fruitland		379.94
Petrolia		405.12
Shelter Cove		633.14
Whitehorn		531.59

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.