

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

This Ninth 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 Eel River Disposal Company, Inc., a California corporation, hereinafter referred to as "CONTRACTOR," shall be effective as of July 1, 2017.

RECITALS

WHEREAS, on April 27, 2010, COUNTY and CONTRACTOR 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, the parties desire to amend the Operation Agreement to adjust the compensation payable to CONTRACTOR for the handling and disposal of solid waste pursuant to said Operation Agreement.

NOW THEREFORE, the parties mutually agree as follows:

1. Section 16(A) 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 of July 1, 2017 to June 30, 2018. 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 Ninth 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 Ninth Amendment.

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 Ninth 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 Ninth 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 Ninth Amendment and the original Operation Agreement, or any prior amendments thereto, the provisions of this Ninth Amendment shall govern.

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

EEL RIVER DISPOSAL COMPANY, INC.:

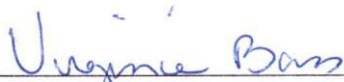
By: 
Harry A. Hardin, President

Date: 5-18-17

By: 
Karen Smith, Secretary

Date: 5-18-17

COUNTY OF HUMBOLDT:

By: 
Virginia Bass
Chair, Board of Supervisors

Date: 6/13/17

INSURANCE CERTIFICATES APPROVED:

By: 
Risk Management

Date: 5-23-2017

EXHIBIT 1-A
SOUTHERN CONTAINER SITES PRICE FORM
 Effective July 1, 2017

A	B	C	D	E	F	G	H	I	J	K	L
Site	Tons CY 2016	# Trips CY 2016	Hrs/ wk	Site Cost	Env. Liability Insurance	Haul Cost	Disposal Cost	Overhead & Profit	Total Operating Cost	Contract Revenue	Net County Cost
Alderpoint	67.79	14	15	\$ 18,588	\$ 192	\$ 8,889	\$ 8,306	\$ 5,495	\$ 41,471	\$ 22,752	\$ 18,718
Blocksburg	23.69	9	10	\$ 14,820	\$ 67	\$ 6,154	\$ 2,902	\$ 4,195	\$ 28,139	\$ 7,951	\$ 20,188
Fruitland	20.96	8	15	\$ 17,401	\$ 59	\$ 2,932	\$ 2,568	\$ 4,067	\$ 27,027	\$ 7,035	\$ 19,992
Petrolia	58.02	10	20	\$ 20,770	\$ 165	\$ 3,907	\$ 7,109	\$ 4,935	\$ 36,886	\$ 19,473	\$ 17,413
Shelter Cove	90.29	22	12	\$ 15,374	\$ 256	\$ 13,435	\$ 11,062	\$ 5,762	\$ 45,889	\$ 30,304	\$ 15,585
Whitethorn	88.29	18	20	\$ 22,517	\$ 250	\$ 9,229	\$ 10,817	\$ 6,349	\$ 49,163	\$ 29,633	\$ 19,530
TOTAL:	349.04	81	92	\$ 109,470	\$ 990	\$ 44,546	\$ 42,764	\$ 30,803	\$ 228,574	\$ 117,148	\$ 111,425
	from monthly reports	from monthly reports	by agreement	Last Year x CPI Adjustment Factor		trips x haul cost/trip	tons x disposal cost/ton	20% of E&G	sum of costs E+F+G+H+I	tons x fee	total cost - revenue

	Prior Yr	Current Yr	Proposed FY 17/18
CPI Adjustment Factor:		0.028163587	
Per Ton Disposal Cost:	\$ 122.29	\$ 122.52	\$ 122.52

Net County Cost	111,425.29
Less: Environmental Liability Insurance Cost	990.00
Annual Cost	110,435.29

Haul Cost/Trip	Prior Yr	Adjusted for CPI	Proposed Increase
Alderpoint	\$ 617.56	\$ 634.95	\$ 634.95
Blocksburg	\$ 665.07	\$ 683.80	\$ 683.80
Fruitland	\$ 356.41	\$ 366.45	\$ 366.45
Petrolia	\$ 380.03	\$ 390.73	\$ 390.73
Shelter Cove	\$ 593.94	\$ 610.67	\$ 610.67
Whitethorn	\$ 498.67	\$ 512.71	\$ 512.71
		\$ -	
Hourly Haul Rate	\$ 92.62	\$ 95.23	\$ 95.23

Total Monthly Payment 9,202.94

Plus documented costs for additional work not to exceed \$14,130 annually (County Fiscal Year)

Tonnage Info*	Total
Alderpoint	67.79
Blocksburg	23.69
Fruitland	20.96
Petrolia	58.02
Shelter Cove	90.29
Whitethorn	88.29
Total	349.04
Fee:	
Fiscal Year 2016/17 = (50cans/ton)*\$8.95*75% =	\$ 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)

Exhibit 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
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F. Minimum adequate level of fee collection = 75% of \$448.50 - \$447.50 =	\$336.38 -	\$335.63
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Exhibit 3**List of Fees and Charges for Recyclable Materials Accepted at Sites**

Material Type	Cost per Unit	Conditions of Acceptance
Glass	No charge to customer for these materials. Hauling cost paid by County	
Aluminum		
Newspaper		
Cardboard		

Per haul recycling cost, by site: (To be paid by County)

Alderpoint @	\$	634.95	per haul
Blocksburg @	\$	683.80	per haul
Fruitland @	\$	366.45	per haul
Petrolia @	\$	390.73	per haul
Shelter Cove @	\$	610.67	per haul
Whitehorn @	\$	512.71	per haul

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.