

TENTH AMENDMENT TO AGREEMENT FOR OPERATION AND MAINTENANCE OF THE REDWAY TRANSFER STATION

This Tenth Amendment to the Agreement for Operation and Maintenance of the Redway Transfer Station dated June 22, 2010, by and between the County of Humboldt, a political subdivision of the State of California, herein 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, 2020.

RECITALS

WHEREAS, on June 22, 2010, COUNTY and Eel River Disposal and Resource Recovery, Inc. ("ERD") entered into an agreement to operate and maintain the Redway Transfer Station ("Operation and Maintenance Agreement") for the purpose of collecting, transporting, processing and disposing of solid waste and source separated recyclable materials from May 1, 2010 to June 30, 2029; 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 and Maintenance Agreement to adjust the compensation payable to CONTRACTOR for the collection, transportation, processing and disposal of solid waste and source separated recyclable materials pursuant to said Operations and Maintenance Agreement.

NOW THEREFORE, the parties mutually agree as follows:

1. Section 16(A) – Payment to Contractor of the operation and Maintenance 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, 2020 to June 30, 2021. 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.

2. The Maintenance and Operation Agreement is hereby amended to delete Exhibit 1-A – Redway Transfer Station and Recycling Center Site 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.

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3. The Maintenance and 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 Amendment.
4. The Maintenance and 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.
5. The Maintenance and Operation Agreement is hereby amended to delete Exhibit 3 – List of Fees and Charges for Recyclable Materials Accepted at Site (“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.
6. Section 31(D) – Execution in Counterparts of the Franchise Agreement is hereby deleted in its entirety and replaced with the following:

D. Counterpart Execution. This Agreement, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. This Agreement, and any amendments hereto, may be signed by manual or electronic signatures in accordance with any and all applicable local, state and federal laws, regulations and standards, and such signatures shall constitute original signatures for all purposes. A signed copy of this Agreement, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement and any amendments hereto.
7. Except as modified herein, the Maintenance and Operation Agreement dated June 22, 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 and Maintenance 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
Michael J. Sangiacomo
President and Chief Executive Officer

Date: 7/14/2020 | 5:10 PM PDT

By: Cary Chen
Cary Chen
Corporate Secretary

Date: 7/14/2020 | 9:45 PM PDT

COUNTY OF HUMBOLDT:

By: _____
Estelle Fennel - Chair
Humboldt County Board of Supervisors

Date: _____

INSURANCE CERTIFICATES APPROVED:

By: [Signature]
Risk Management

Date: 8/27/2020

LIST OF EXHIBITS:

- Exhibit 1-A – Redway Transfer Station and Recycling Center Site 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 Site

Exhibit 1-A
REDWAY TRANSFER STATION AND RECYCLING CENTER
Effective July 1, 2020

A	B	C	D	E	F	G	H	I	J	K
	Tons*	Site Costs**	Environmental Liability Insurance Cost	Haul Costs	Disposal Costs	Overhead & Profit 25% C+E	RCY Processing Costs****	Total Operating Cost	Contract Revenue	Net County Cost
Redway Transfer Station Total:	5,369.98 from ERD	\$ 281,130.25 from ERD	\$ 1,475 Annual Fee	\$ 79,106.58 tons x haul cost per ton	\$ 697,778.16 tons x tipping fee	\$ 90,059.21	\$ 3,145.12 tons x processing costs per ton	\$ 1,152,694.32 C+D+E+F+G+H	\$ 971,966.38 tons x fee per ton	\$ 180,727.94 Oper Cost less Revenue
	2019	Proposed FY 20/21								
CPI Adjustment Factor***		2.3219%								
ERD Tipping Fee**	126.99	\$ 129.94								
Hourly Haul Rate**	96.00	\$ 98.23								
Haul Cost Per Ton	14.40	\$ 14.73								
Fee per ton (County Fee Schedule)	181.00	\$ 181.00								
Site Cost per Hour:										
Site Cost		\$ 281,130								
divided # weeks/yr		52								
divided # hrs/week		41								
		\$ 131.86								
Total Six Month Payment from County:										
Net County Cost		\$ 180,727.94								
Environmental Liability Insurance		\$ 1,475.00								
		\$ 179,252.94								
divided by mos./yr.		12								
Monthly Payment from County		\$ 14,937.75								

*Tons used are MSW tons from January to December 2019

**Subject to annual CPI adjustment

***Reflects CPI adjustment for 2020/2019

****2020-2021 HWMA recycling processing fee is not final.

Exhibit 1-A - RCY Supplement
REDWAY TRANSFER STATION AND RECYCLING CENTER
Effective July 1, 2020

Redway Transfer RCY Ton (FY19) 42.75

RCY Processing Fee* \$ 73.57

Total RCY Processing Fee	\$ 3,145.12
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Add to column E - Disposal Costs on Exhibit 1-A.

*2020-2021 HWMA recycling processing fee is not final.

Exhibit 1-B

Formula to Calculate Payment Amount:

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

Where:

Contract Revenue = Tonnage X Fee Per Ton
(Column I 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 C of the Site Price Form)

Add

Environmental Liability Insurance Premium, if coverage is provided by
COUNTY
(Column D of the Site Price Form)

Add

Haul Cost equals the Tonnage X Haul Cost after CPI adjustment
(Column E of the Site Price Form)

Add

Disposal Cost equals the Tonnage X Disposal Cost per ton
(Column F of the Site Price Form)

Add

Overhead Profit which is 25% of Site Cost plus Haul Cost
(Column G of Site Price Form)

Add

RCY Processing Costs per HWMA Contract X RCY tons
(Column H of Site Price Form)

Exhibit 2

Standard of Fee Collection

- A. Based on current fees:
- | | | |
|----|---------|---------|
| | \$12.00 | minimum |
| \$ | 181.00 | per ton |
- B. And the following assumptions:
- | | |
|--|---|
| | average weight of a 30-gallon can = 40# |
| | average weight of a cubic yard = 267# |
- C. All fees will be charged and collected by weight, rather than volume,
which may be charged at \$12.00. Initial per ton disposal rate shall be \$181.00 per ton.
Minimum fee for all loads paid by weight shall be \$12.00, based on 100#.

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

Material Type	Cost per Unit	Conditions of Acceptance
Debris (per ton)	\$ 181.00	\$12 minimum
Metal (per ton)	\$ 35.00	\$12 minimum
Brush & Wood (per ton)	\$ 140.00	\$12 minimum
Recyclable Material (per ton)	\$ 73.57	
TVs or Monitors (each)	\$ -	
Appliance with freon (each)	\$ 35.00	
Other appliances (each)	\$ 20.00	
Car Batteries (each)	\$ 0.05	
Oil (each)	\$ 0.25	
Oil Filters (small, each)	\$ 0.50	
Oil Filters (large, each)	\$ 0.75	

Effective 7/1/20

b/Feb	
2.82%	
2.35%	
3.12%	
1.94%	
0.96%	
-0.63%	
0.68%	
2.82%	
2.32%	
1.33%	
2.32%	