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.

- 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]

RECOLOGY EEL RIVER:

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

By: Michael J. Sangiacomo President and Chief Executive Officer	Date: 7/14/2020 5:10 PM PDT
By: Cary Clun Cary Cnen 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:	

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	В	O	D Environmental	ы	1	G Overhead &	H	ı	ſ	Ж
Site	Tons*	Site Costs**	Liability Insurance Cost	Haul Costs	Disposal Costs	Profit 25% C+E	Processing Costs***	Total Operating Cost	Contract Revenue Net County Cost	Net County Cost
Redway Transfer			e	000		0000	6	6		6 000
Station Total:	from ERD	\$ 281,130.25 from ERD	Annual	1,4/2 \$ /9,100.38 \$ Fee tons x haul cost 1	x suo	\$ 90,039.21	5,145.12 tons x processing	09/,//8.10 \$ 90,039.21 \$ 3,143.12 \$ 1,132,094.32 \$ tipping fee tons x processing C+D+E+F+G+H t	ons x	971,900.38 \$ 180,727.94 fee per ton Oper Cost less
				per ton			costs per ton			Revenue
	9	Proposed								
5 3 3 4 1 4 1 4 1 4 1 4 1 4 1 4 1 4 1 4 1	2019	FY 20/21								
CPI Adjustment Factor***	0	2.3219%								
ERD Tipping Fee**	126.99	\$ 129.94								
Hourly Haul Rate**	8 00.96	\$ 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	<i>\$</i>	\$ 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	\$									
	\$	\$ 179,252.94								
divided by mos./yr.	ļ	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
****Reflects CPI adjustment for processing fee is not final.

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

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RCY Processing Fee* 73.57

Total RCY Processing Fee \$\\$3,145.1\$ 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	С	ost 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	

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016																		
7/1/2010	237,100.00		CPI-Urban Wage Earners and Clerical Workers (Current Series) Original Data Value	e Earners a alue	nd Cleri	cal Work	ers (Curre	nt Series										
CPI	1.02400																	
7/1/2011	242,790.40	242,790.40 242,790.40	Series Id:	CWUR0	CWUR0000SA0													
			Not Seasonally Adjusted	usted														
CPI	1.03118		Series Title:	All items	in U.S. ci	y average,	All items in U.S. city average, urban wage earners and	earners and										
7/1/2012	250,359.88	250,359.88 250,359.88	Area:	U.S. city	.S. city average													
			Item:	All items														
CPI	1.01944		Base Period:	1982-84=100	=100													
7/1/2013	255,226.05	255,226.05	Years:	2009 to 2019	2019													
CPI	1.00959		Year	Jan	Feb	Mar	Apr	May	Jun	Π	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2	Feb/Feb
7/1/2014	257,674.77	257,674.77 257,674.77	2009	205.700	00 206.708	08 207.218	218 207.925	25 208.774	4 210.972	2 210.526	211.156	211.322	211.549	212.003	211.703	207.883	211.377	
			2010	212.568	38 212.544	44 213.525	525 213.958	58 214.124	4 213.839	9 213.898	214.205	214.306	214.623	214.750	215.262	213.426	214.507	2.82%
CPI	-0.64714482%		2011	216.400	00 217.535	35 220.024	024 221.743	13 222.954	4 222.522	222.686	223.326	223.688	223.043	222.813	222.166	220.196	222.954	2.35%
7/1/2015	256,007.24	256,007.24 256,007.24	2012	223.216	6 224.317	117 226.304	304 227.012	12 226.600	0 226.036	3 225.568	227.056	228.184	227.974	226.595	225.889	225.581	226.878	3.12%
			2013	226.520	228.677	77 229.323	323 228.949	19 229.399	9 230.002	2 230.084	230.359	230.537	229.735	229.133	229.174	228.812	229.837	1.94%
CPI	0.67604971%		2014	230.040	10 230.871	171 232.560	560 233.443	13 234.216	6 234.702	2 234.525	234.030	234.170	233.229	231.551	229.909	232.639	232.902	%96.0
7/1/2016	257,737.97	257,737.97 257,737.97	2015	228.294	34 229.421	.21 231.055	055 231.520	20 232.908	8 233.804	4 233.806	233.366	232.661	232.373	231.721	230.791	231.167	232.453	-0.63%
			2016	231.06	31 230.972	72 232.209	209 233.438	38 234.436	6 235.289	9 234.771	234.904	235.495	235.732	235.215	235.390	232.901	235.251	0.68%
CPI	2.81635869%		2017	236.854	54 237.477	.77 237.656	556 238.432	32 238.609	9 238.813	3 238.617	239.448	240.939	240.573	240.666	240.526	237.974	240.128	2.82%
7/1/2017	264,996.80	264,996.80	2018	241.919	9 242.988	188 243.463	463 244.607	07 245.770	0 246.196	3 246.155	246.336	246.565	247.038	245.933	244.786	244.157	246.136	2.32%
			2019	245.133	3 246.218	118 247.768	768 249.332	32 249.87	1 249.747	7 250.236	250.112	250.251	250.894	250.644	250.452	248.012	250.432	1.33%
CPI	2.32064579%		2020	251.361	1 251.935	35 251.375	375											2.32%
7/1/2018	271,146.44	271,146.44 271,146.44																
CPI 7/1/2019	1.32928375%	.32928375% 274.750.74 Plus Permit Review Fee:	Review Fee:	.62	70 (added	to site cos	2970 (added to site costs on Site Form in 2019 calc)	m in 2019 c	(2)									
CPI	2.32192610%																	
7/1/2020	281,130.25	281,130.25 281,130.25 No permit review fee 2019-2020	eview fee 2019-2020															

Expect Permit review fee this year