

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

This Eleventh 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, 2020.

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, 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.

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 Eleventh 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 Eleventh Agreement.

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 Eleventh 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 Eleventh Amendment.
6. Section 30(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 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 Eleventh Amendment and the original Operation Agreement, or any prior amendments thereto, the provisions of this Eleventh Amendment shall govern.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have entered into this Eleventh 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. Sanjiacono
MICHAEL J. SANJIACONO
President and Chief Executive Officer

Date: 8/24/2020 | 1:51 PM PDT

By: Cary Chen
Cary Chen
Corporate Secretary

Date: 8/24/2020 | 2:09 PM PDT

COUNTY OF HUMBOLDT:

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

Date: 9/15/2020

INSURANCE CERTIFICATES APPROVED:

By: [Signature]
Risk Management

Date: 8/27/2020

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, 2020

A	B	C	D	E	F	G	H	I	J	K	L
Site	Tons FY 2019	# Trips	Hrs/ wk	Site Costs	Env. Liability Insurance	Haul Costs	Disposal Costs	Overhead & Profit	OPERATING COST	F. Est. Revenue	G. NET COST
Alderpoint	33.21	7	15	\$ 18,499	\$ 20	\$ 4,715	\$ 4,430	\$ 4,643	\$ 32,306	\$ 11,146	\$21,160
Blocksburg	14.17	6	10	14,749	6	4,353	1,890	3,820	24,818	4,756	\$20,062
Fruitland	14.93	4	15	17,317	12	1,555	1,991	3,774	24,649	5,011	\$19,639
Petrolia	40.15	10	20	20,670	25	4,145	5,356	4,963	35,159	13,476	\$21,683
Shelter Cove	62.24	14	12	15,300	38	9,070	8,302	4,874	37,584	20,890	\$16,694
Whitehorn	70.29	16	20	22,409	23	8,703	9,376	6,222	46,733	23,591	\$23,141
						-	-	-	-	-	\$0
TOTAL:	234.99	57.0	92.00	\$108,943	\$123	\$32,541	\$31,345	\$28,297	\$201,249	\$78,870	\$122,379
	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 19/20 CPI 20/21
 Per Ton: \$ 130.36 2.32% \$ 133.39

Haul Costs/Trip	<u>19/20</u>	<u>CPI</u>	<u>20/21</u>
Alderpoint \$	658.32	2.32%	\$ 673.61
Blocksburg \$	708.97	2.32%	\$ 725.43
Fruitland \$	379.94	2.32%	\$ 388.76
Petrolia \$	405.12	2.32%	\$ 414.53
Shelter Cove \$	633.14	2.32%	\$ 647.84
Whitehorn \$	531.59	2.32%	\$ 543.93
Hourly Haul Rate \$	98.07	2.32%	\$ 100.35

Tonnage Info	<u>CY 19 Tonnage</u>		
Alderpoint			33.21
Blocksburg			14.17
Fruitland			14.93
Petrolia			40.15
Shelter Cove			62.24
Whitehorn			70.29
Total			234.99
Fee:			
50 Cans/Ton \$	8.95	75.00%	\$ 335.63

Net County Costs

County Costs \$ 122,379.20
 Less: Environmental Liability Insurance Costs 123.00
 Annual Costs \$ 122,256.20

Total Monthly Payment

\$ 10,188.02

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

Exhibit 1-B

Formula to Calculate Payment Amount:

$$\text{Contract Revenue Less Total Operating Cost} = \text{Net County Cost or Payment Amount}$$

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, 2020

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, 2020

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	\$	673.61
Blocksburg		725.43
Fruitland		388.76
Petrolia		414.53
Shelter Cove		647.84
Whitehorn		543.93

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.

Effective 7/1/20