

Also serves as Amendment No. 4 to BOS Agreement 10-141 (See Section 1.C)

AGREEMENT BETWEEN THE COUNTY OF MENDOCINO AND SOLID WASTES OF WILLITS,
INC. CONCERNING IMPROVEMENTS TO SOUTH COAST TRANSFER STATION

This Agreement between the County of Mendocino (hereinafter, "County") and Solid Wastes of Willits, Inc. (hereinafter, "SWOW") concerning improvements to South Coast Transfer Station is entered into on the 7th day of JANUARY, 201~~3~~⁴, at Ukiah, California.

Whereas, County and SWOW entered into a Transfer Station Operations Agreement & Lease (BOS Agreement No. 10-138) (hereinafter, "Transfer Station Contract") on August 17, 2010 which, as amended, sets forth the terms and conditions under which SWOW will install improvements at the South Coast Transfer Station to allow SWOW's collection trucks from County Solid Waste Refuse Area No. 4 to dump solid waste at the South Coast Transfer Station; and

Whereas, the anticipated capital cost of the improvements exceeds the anticipated amount of \$400,000 by \$176,000, due to unknown and unforeseeable deficiencies in previous construction at the Transfer Station; and

Whereas, County and SWOW additionally are parties to the Franchise Agreement Between County of Mendocino and Solid Wastes of Willits, Inc. for Solid Waste Refuse Collection Area No. 4 (BOS Agreement No. 10-141), executed on August 17, 2010 (hereinafter, "Franchise Contract"), and

Whereas, installation of the improvements will advance the public interest by improving the reliability of solid waste disposal in the South Coast area and stabilizing costs; and

Whereas, modification of the terms and conditions in the Transfer Station Contract and Franchise Contract are justified so that SWOW can finance the improvement costs;


THEREFORE County and SWOW agree that:

1. Upon completion of SWOW's improvements to the South Coast Transfer Station, satisfactory final inspection by the County Planning & Building Services Department, and commencement of disposal service at the Transfer Station for SWOW's collection vehicles, County and SWOW shall amend their existing agreements as follows:
 - A. For the Transfer Station Contract (BOS Agreement No. 10-138), the County's option to extend the term of the agreement set forth in Section 4(A)(3) will be exercised so that the expiration date of the agreement shall be December 31, 2029.
 - B. For the Transfer Station Contract (BOS Agreement No. 10-138), the initial disposal fee for SWOW at the South Coast Transfer Station following the improvements as described in Section 16(H)(4) shall be revised to be \$75 per ton plus an amount per ton equal to SWOW's annual financing cost for the additional expense in excess of \$400,000 (up to and not exceeding \$176,000) for improvements divided by the tons of solid waste collected by SWOW in Solid Waste Refuse Area No. 4 under the Franchise Contract. The term of said financing shall extend over the remaining term of the Transfer Station Contract and shall be obtained at the best available interest rate. Loan documents and actual capital costs shall be disclosed to County.
 - C. For the Franchise Contract (BOS Agreement No. 10-141), the County's option to extend the term of the Agreement set forth in Section 4(A)(3) will be exercised so that the expiration date of the Agreement shall be December 31, 2029.
2. The meaning and intent of the Transfer Station Contract and Franchise Contract is that the change in SWOW's disposal expense which will be caused by the commencement of operations made possible by the improvements to South Coast Transfer Station shall trigger a pass-through adjustment to the Franchise Contract rates in accordance with Section 10(C)(5) of the Franchise Contract. SWOW's current disposal expense includes Annapolis Transfer Station disposal fee, Sonoma County road fee, transportation to Annapolis Transfer Station and the MSWMA surcharge. SWOW's future disposal expense will be the South Coast Transfer Station disposal fee per Paragraph 1(B) above, plus the MSWMA

surcharge. SWOW shall provide County with documentation of all costs for determination of the Franchise Contract rate adjustment.

Executed in duplicate originals on the dates noted below.

COUNTY OF MENDOCINO



~~Dan Hamburg~~ JOHN PINCHES
Chair, Board of Supervisors

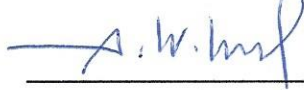
Date: JAN 07 2014

Attest:



DEPUTY
Clerk of the Board

SOLID WASTES OF WILLITS, INC.



Gerald Ward, CEO
Solid Wastes of Willits, Inc.
P.O. Box 1425
Willits, CA 95490

Date: 11.5.13

Approved as to form:



Thomas Parker, County Counsel

I hereby certify that according to the provisions of Government Code sections 25103, delivery of this document has been made.

CARMEL J ANGELO
Clerk of the Board

By: 

Deputy

Approved as to Insurance Requirements:



Risk Manager

Approval recommended:



CEO