

AMENDMENT #1 TO
SOLID WASTE TRANSPORTATION SERVICES AGREEMENT

This Amendment #1 to Solid Waste Transportation Services Agreement (this “Amendment”) is made and entered into as of July 1, 2025 (the “Effective Date”), by and between the County of Siskiyou (“County”), a political subdivision of the State of California, and Recology Ashland Inc., an Oregon Corporation (“Contractor”), together the (“Parties”).

WHEREAS, County and Contractor are parties to that certain Solid Waste Transportation Services Agreement (For Non-Hazardous Materials) dated July 1, 2023 (the “Agreement”), the term of which expires on June 30, 2025;

WHEREAS, the Parties wish to extend the Agreement for five (5) years, and in connection therewith, the modify certain provisions of the Agreement as set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants, promises and conditions herein contained, the parties agree as follows:

1. Term Extension. Section 1 of the Agreement is hereby amended to change the expiration date of the initial term from June 30, 2025 to June 30, 2030. For clarify, the provision for an optional one-year extension beyond the initial term shall remain intact.

2. Pricing. Exhibit B of the Agreement is hereby amended to read in its entirety as Exhibit B of the Amendment, attached hereto and incorporated herein by this reference.

3. Onsite Storage. Section 2.3 of the Agreement is hereby amended to add the following sentence:

“Contractor may leave a shipping container at each Transfer Station (at a location mutually agreed with County) for storage of tires, parts and supplies.”

4. Hot Loads. Section 2.4 of the Agreement is hereby amended to add the following sentence:

“Without limiting any other provision of this Agreement, County shall not load any trailers with materials that spontaneously combust or otherwise become a ‘hot load.’”

5. Trailer Damage. The Agreement is hereby amended to add a new Section 2.4.1 to read as follows:

“Without limiting any other provision of this Agreement, County shall be responsible (and shall reimburse Contractor for the cost of) any damage to Contractor’s trailers that occurs during loading or while a trailer is being stored at a Transfer Station, except to the extent caused by the negligence or willful misconduct of Contractor’s employees.”

6. Change in Law. The Agreement is hereby amended to add a new Section 3.6 to read as follows:

“If a change in Applicable Law increases Contractor’s costs of performing this Agreement, then Contractor’s rates shall be adjusted to cover such increased costs, subject to approval by County, not to be unreasonably withheld. To request such an adjustment, Contractor shall submit to County evidence of the change in Applicable Law, its effect on Contractor’s costs, and the adjustment Contractor proposes. If the Parties are unable to agree on the adjustment within sixty (60) days thereafter, then Contractor may terminate this Agreement upon sixty (60) days prior written notice to County.”

7. Miscellaneous. In the event of any conflict between this Amendment and the Agreement, this Amendment shall govern. Except as modified by this Amendment, the Agreement shall remain in full force and effect.

In Process

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the dates set forth below, each signatory represents that they have the authority to execute this agreement and to bind the Party on whose behalf their execution is made.

COUNTY OF SISKIYOU

Date: _____

NANCY OGREN, CHAIR
Board of Supervisors
County of Siskiyou
State of California

ATTEST:
LAURA BYNUM
Clerk, Board of Supervisors

By: _____
Deputy

6/5/2025
Date: _____

6/5/2025
Date: _____

CONTRACTOR: Recology Ashland Inc.

Signed by:

Cary Chen

[Cary Chen, President]

Bryce Giddens

[Bryce Giddens, Assistant Secretary]

License No.: 1400337
(Licensed in accordance with an act providing for the registration of contractors)

Note to Contractor: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1189 & 1190 and Corps. Code, Sec. 313.)

TAXPAYER I.D. 93-0547170

ACCOUNTING:

Fund	Organization	Account	Rate:0.01
5350	404010	728220 Black Butte	
5350	404010	728230 Oberlin Road	

Encumbrance number (if applicable): N/A

If not to exceed, include amount not to exceed: N/A

If needed for multi-year contracts, please include separate sheet with financial information for each fiscal year.

EXHIBIT B

Transport Rates

Base Transportation Rates

The Base Transportation Rates below are the per haul rate from each Transfer Station to the Landfill, exclusive of the Fuel Surcharge described below.

Black Butte (Mount Shasta)	Yreka
\$ 705.00	\$ 606.00

The Base Transportation Rates set forth above shall be effective as of July 1, 2025. On July 1, 2026, each July 1 thereafter, the Base Transportation Rates shall be adjusted by the percentage increase in the Consumer Price Index over the 12-month period ending in the April preceding the July 1 adjustment date. For purposes of this Agreement, the Consumer Price Index shall be the Consumer Price Index for All Urban Consumers, All Items, U.S. City Average, Not Seasonally Adjusted, Series ID CUUR0000SA0, published by the Bureau of Labor Statistics.

Fuel Surcharge

The Base Transportation Rates include compensation for fuel at the rate of \$2.00 per gallon. Due to the potential volatility of fuel prices during the term of the agreement, County shall also pay Contractor the fuel surcharge ("Fuel Surcharge") described in this paragraph in addition to the applicable Base Transportation Rate. The Fuel Surcharge shall be based on fluctuations in the West Coast less California, Diesel (On-Highway) - All Types, Retail Prices, Weekly, published by the U.S. Energy Information Administration (the "Fuel Index"). If in any week the Fuel Index exceeds \$2.00/gallon, County shall pay Contractor a Fuel Surcharge, rounding up or down to the nearest five-cent increment listed in the table below, in addition to the Base Transportation Rate for each haul made during that week equal to the applicable dollar amount shown in the chart below. For example, if in a given week the Fuel Index is \$4.03/gallon, the Fuel Surcharge that would apply to each haul from the Black Butte Transfer Station would be \$92.00 and County would pay the Base Transportation Rate of \$652.00 plus \$92.00.

Recology-Siskiyou County Fuel Surcharge

\$2.00 base fuel price

Index Pricing	Black Butte	Yreka
\$ 2.00	\$ -	\$ -
\$ 2.05	\$ 2.24	\$ 1.58
\$ 2.10	\$ 4.49	\$ 3.16
\$ 2.15	\$ 6.73	\$ 4.73
\$ 2.20	\$ 8.98	\$ 6.31
\$ 2.25	\$ 11.22	\$ 7.89
\$ 2.30	\$ 13.46	\$ 9.46
\$ 2.35	\$ 15.71	\$ 11.04
\$ 2.40	\$ 17.95	\$ 12.62
\$ 2.45	\$ 20.20	\$ 14.20
\$ 2.50	\$ 22.44	\$ 15.78
\$ 2.55	\$ 24.68	\$ 17.35
\$ 2.60	\$ 26.93	\$ 18.93
\$ 2.65	\$ 29.17	\$ 20.51
\$ 2.70	\$ 31.42	\$ 22.09
\$ 2.75	\$ 33.66	\$ 23.66
\$ 2.80	\$ 35.90	\$ 25.24
\$ 2.85	\$ 38.15	\$ 26.82
\$ 2.90	\$ 40.39	\$ 28.40
\$ 2.95	\$ 42.64	\$ 29.97
\$ 3.00	\$ 44.88	\$ 31.55

In Process

Recology-Siskiyou County Fuel Surcharge

\$2.00 base fuel price

West Coast less Washington Index Price

Index Pricing	Black Butte	Yreka
\$ 3.05	\$ 47.12	\$ 33.13
\$ 3.10	\$ 49.37	\$ 34.71
\$ 3.15	\$ 51.61	\$ 36.28
\$ 3.20	\$ 53.86	\$ 37.86
\$ 3.25	\$ 56.10	\$ 39.44
\$ 3.30	\$ 58.34	\$ 41.02
\$ 3.35	\$ 60.59	\$ 42.59
\$ 3.40	\$ 62.83	\$ 44.17
\$ 3.45	\$ 65.08	\$ 45.75
\$ 3.50	\$ 67.32	\$ 47.33
\$ 3.55	\$ 69.56	\$ 48.90
\$ 3.60	\$ 71.81	\$ 50.48
\$ 3.65	\$ 74.05	\$ 52.06
\$ 3.70	\$ 76.30	\$ 53.64
\$ 3.75	\$ 78.54	\$ 55.21
\$ 3.80	\$ 80.78	\$ 56.79
\$ 3.85	\$ 83.03	\$ 58.37
\$ 3.90	\$ 85.27	\$ 59.95
\$ 3.95	\$ 87.52	\$ 61.52
\$ 4.00	\$ 89.76	\$ 63.10
\$ 4.05	\$ 92.00	\$ 64.68
\$ 4.10	\$ 94.25	\$ 66.26
\$ 4.15	\$ 96.49	\$ 67.83
\$ 4.20	\$ 98.74	\$ 69.41
\$ 4.25	\$ 100.98	\$ 70.99
\$ 4.30	\$ 103.22	\$ 72.57
\$ 4.35	\$ 105.47	\$ 74.14
\$ 4.40	\$ 107.71	\$ 75.72
\$ 4.45	\$ 109.96	\$ 77.30
\$ 4.50	\$ 112.20	\$ 78.88
\$ 4.55	\$ 114.44	\$ 80.45
\$ 4.60	\$ 116.69	\$ 82.03
\$ 4.65	\$ 118.93	\$ 83.61
\$ 4.70	\$ 121.18	\$ 85.19
\$ 4.75	\$ 123.42	\$ 86.76
\$ 4.80	\$ 125.66	\$ 88.34
\$ 4.85	\$ 127.91	\$ 89.92
\$ 4.90	\$ 130.15	\$ 91.50
\$ 4.95	\$ 132.40	\$ 93.07
\$ 5.00	\$ 134.64	\$ 94.65
\$ 5.05	\$ 136.88	\$ 96.23

Recology-Siskiyou County Fuel Surcharge

\$2.00 base fuel price

West Coast less Washington Index Price

Index Pricing	Black Butte	Yreka
\$ 5.10	\$ 139.13	\$ 97.81
\$ 5.15	\$ 141.37	\$ 99.38
\$ 5.20	\$ 143.62	\$ 100.96
\$ 5.25	\$ 145.86	\$ 102.54
\$ 5.30	\$ 148.10	\$ 104.12
\$ 5.35	\$ 150.35	\$ 105.69
\$ 5.40	\$ 152.59	\$ 107.27
\$ 5.45	\$ 154.84	\$ 108.85
\$ 5.50	\$ 157.08	\$ 110.43
\$ 5.55	\$ 159.32	\$ 112.00
\$ 5.60	\$ 161.57	\$ 113.58
\$ 5.65	\$ 163.81	\$ 115.16
\$ 5.70	\$ 166.06	\$ 116.74
\$ 5.75	\$ 168.30	\$ 118.31
\$ 5.80	\$ 170.54	\$ 119.89
\$ 5.85	\$ 172.79	\$ 121.47
\$ 5.90	\$ 175.03	\$ 123.05
\$ 5.95	\$ 177.28	\$ 124.62
\$ 6.00	\$ 179.52	\$ 126.20
\$ 6.05	\$ 181.76	\$ 127.78
\$ 6.10	\$ 184.01	\$ 129.36
\$ 6.15	\$ 186.25	\$ 130.93
\$ 6.20	\$ 188.50	\$ 132.51
\$ 6.25	\$ 190.74	\$ 134.09
\$ 6.30	\$ 192.98	\$ 135.67
\$ 6.35	\$ 195.23	\$ 137.24
\$ 6.40	\$ 197.47	\$ 138.82
\$ 6.45	\$ 199.72	\$ 140.40
\$ 6.50	\$ 201.96	\$ 141.98
\$ 6.55	\$ 204.20	\$ 143.55
\$ 6.60	\$ 206.45	\$ 145.13
\$ 6.65	\$ 208.69	\$ 146.71
\$ 6.70	\$ 210.94	\$ 148.29
\$ 6.75	\$ 213.18	\$ 149.86
\$ 6.80	\$ 215.42	\$ 151.44
\$ 6.85	\$ 217.67	\$ 153.02
\$ 6.90	\$ 219.91	\$ 154.60
\$ 6.95	\$ 222.16	\$ 156.17
\$ 7.00	\$ 224.40	\$ 157.75