

AMENDMENT TO NEW TRANSFER STATION AGREEMENT

THIS AMENDMENT TO NEW TRANSFER STATION AGREEMENT (the “Amendment”) is made and entered into as of January 27, 2025, by and between the City of Fort Bragg, California (the “City”) and Redwood Waste Solutions, Inc. (“Contractor”). The City and Contractor are collectively referred to herein as the “Parties” and each individually as a “Party.”

RECITALS

WHEREAS, in February and March 2000, the City and Solid Wastes of Willits, Inc., among other parties, executed the Agreement for Transfer Station Operation and Solid Waste Transportation and Disposal (the “Transfer Station Agreement”) for the Willits Solid Waste Transfer Station and Recycling Center (the “SWTS”);

WHEREAS, prior to the Transfer Station Agreement’s expiration, the City and Solid Wastes of Willits, Inc. entered into the Option Agreement to Enter into a New Agreement for Transfer Station Operation and Solid Waste Transportation and Disposal Between the City of Fort Bragg and Solid Wastes of Willits, Inc., dated January 10, 2011 (the “Option Agreement”);

WHEREAS, the Option Agreement granted the City the option to enter into a new agreement with the Contractor setting the terms and conditions under which Solid Wastes of Willits, Inc. would operate the SWTS (defined therein and herein as the “New Transfer Station Agreement”);

WHEREAS, the City timely exercised its option prior to December 3, 2014, and the City and Solid Waste of Willits, Inc. entered into the New Transfer Station Agreement with terms and conditions identical to the Transfer Station Agreement except as otherwise set forth in the Option Agreement;

WHEREAS, on or about January 1, 2024, the Contractor purchased certain assets from Solid Wastes of Willits, Inc. and now operates the SWTS pursuant to the New Transfer Station Agreement; and

WHEREAS, the Parties desire to extend the term through June 30, 2032, to permit the Contractor to operate the SWTS through such date.

NOW, THEREFORE, in consideration of the premises and the mutual promises, covenants, and agreements set forth herein, the City and Contractor hereby agree as follows:

AGREEMENT

1. The Parties acknowledge and agree that (a) the New Transfer Station Agreement was entered into as of the date the City exercised the option granted in the Option Agreement, (b) the terms and conditions of the New Transfer Station Agreement are identical to those in the Transfer Station Agreement except as otherwise set forth in the Option Agreement, (c) Contractor validly assumed the New Transfer Station Agreement.
2. The term of the New Transfer Station Agreement is hereby extended to June 30, 2032, and will expire on such date unless further extended by written agreement of the Parties.
3. The Parties shall cooperate in good faith to negotiate and execute a new agreement setting forth the terms and conditions under which Contractor shall operate the SWTS until June 30, 2032 (the “Restated Transfer Station Agreement”); provided, however, that the Restated Transfer Station

Agreement shall have (a) a term that extends until June 30, 2032, and (b) terms and conditions substantially similar to those in the New Transfer Station Agreement.

4. Until such time as the Parties enter into the Restated Transfer Station Agreement, Contractor shall operate the SWTS pursuant to the terms of the New Transfer Station Agreement, and the Parties shall be bound by such terms.
5. The Parties shall execute and deliver any and all additional papers, documents, and other assurances, and shall do any and all acts and things reasonably necessary, in connection with the performance of their obligations hereunder or with the transactions contemplated hereunder and to carry out the intent of the Parties.
6. In the event that any term or provision, or portion thereof, of this Amendment, shall be determined by a court of competent jurisdiction to be invalid or unenforceable, this Amendment shall, to the extent reasonably practicable, remain in force as to the balance of its terms and provisions as if such invalid unenforceable term or provision were not a part hereof, and such.
7. The New Transfer Station Agreement and this Amendment represent the entire agreement among the Parties with respect to the matters that are the subject hereof. All terms and provisions of the New Transfer Station Agreement not amended hereby, either expressly or by necessary implication, shall remain in full force and effect. This Amendment and the New Transfer Station Agreement may only be amended with the written consent of the Parties, and no oral waiver or amendment shall be effective under any circumstances whatsoever.

[Signatures on Next Page]

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the Effective Date above written.

REDWOOD WASTE SOLUTIONS, INC.

By: _____

Date: _____

Its: _____

Name: _____

CITY OF FORT BRAGG

By: _____

Date: _____

Its: _____

Name: _____

Attest:

By: _____

Date: _____

Name: _____

Title: _____

Approved as to Form:

By: _____

Date: _____

Name: _____

Title: _____