

October 27, 2026

Board of Supervisors
Kern County Administrative Center
1115 Truxtun Avenue
Bakersfield, CA 93301

**PROPOSED AMENDMENT NO. 1 TO CONTRACT NO. 21094 WITH RECOLOGY WASTE SOLUTIONS FOR OPERATION OF BORON, MOJAVE-ROSAMOND, RIDGECREST RECYCLING AND SANITARY LANDFILLS TO INCREASE TOTAL COMPENSATION AND SERVICES
(S.D. #1 & #2)**

(Fiscal Impact: \$2,243,063; Solid Waste Enterprise Fund; Budgeted; Discretionary)

The Public Works Department (Department) requests your Board's approval of Amendment No. 1 to Contract No. 21094 (Contract) with Recology Waste Solutions (Recology) for operation of Boron, Mojave-Rosamond, and Ridgecrest Recycling and Sanitary Landfills, which was approved by your Board on January 5, 2021.

The term of the existing Contract with Recology is from February 1, 2021 through January 31, 2031, and includes several obligations. In summary, Recology is required to:

- receive municipal solid waste at the tipping pads that the County has screened and accepted into the landfill,
- examine the material for waste (i.e. paint, batteries, tires, organics, etc.) that may be incompatible with existing permits or prohibited by local, state, and federal regulations,
- deposit the acceptable waste into an existing landfill cell and compact the material to achieve contract specified densities to optimize the volume of existing space,
- maintain all intermediate and finished surfaces within the landfill cells included in the contract to protect against stormwater, high winds, and other natural occurrences,
- maintain travel ways through the entire site,
- collection and removal of windblown litter and other debris, and
- interact on behalf of the Department with the public and franchise haulers that use the site to provide helpful directions to customers.

The existing Contract requires that Recology perform these services at the Mojave-Rosamond and Ridgecrest Landfills. When bid in 2021, the Boron Landfill was included in the Contract as an alternate bid and was rejected.

This Contract is performance-based in both positive and negative directions. It provides increases or decreases in compensation to Recology associated with efficient use of landfill air space and increases associated with favorable Local Enforcement Agency inspection performance. It also authorizes liquidated damages for failures involving site availability, compaction, cover, drainage, litter, training documentation, and other contractual duties.

The Contract contemplates ongoing administration throughout the term and allows for the Department to revise incorporated plans, landfill-site rules, and certain operational directions. Formal changes to the Contract must be implemented through an Amendment process rather than through informal practice alone.

Recology requested that the Department examine certain elements within the Contract that were believed to need revision. The Department has independently evaluated the contract, and identified the following items that are proposed to be revised with this Amendment:

- Mojave-Rosamond Hours of Operation – Under the current Contract, the Mojave-Rosamond Landfill is open during the following days and times:

8:00 a.m. – 4:00 p.m.	Monday, Wednesday, Friday, Saturday
8:00 a.m. – 12 noon	Tuesday, Thursday, Sunday

Based on feedback from the community, your Board, and the franchise haulers, it has been found that the reduced hours of operation on Tuesday and Thursday may have resulted in inconvenience to the public and increased illegal dumping incidents as a result. Additionally, Mojave-Rosamond is the only landfill planned to operate as a regional facility to include reduced hours during weekdays.

- Boron Landfill Operation – At the time this Contract was awarded, the Department chose to reject the alternate bid and began operating the Boron Landfill with County staff. This decision was made as Boron Landfill was planned to have a significant reduction in waste received due to modifications in collection and disposal requirements brought on by SB 1383. It was assumed that the residents and commercial businesses in Boron would subscribe to hauler services within a universal collection area and that their waste would be hauled to the Mojave-Rosamond Landfill to take advantage of greater economies of scale.

Since award of the Contract in 2021, the Department has found disposal rates at the Boron Landfill were not reduced. At the direction of your Board, requirements for universal collection in Boron were waived and self-haul options were established. As a result, use of the landfill continues at a consistently higher than expected level. The Department has found that, while County staff may be capable of this operation, a third-party contractor operating the site would be more beneficial to the County and reduce potential for liability.

- Compensation – This Contract establishes a monthly payment consisting of a base amount and a per-ton component. When awarded, the monthly base amount for operation of the Mojave-Rosamond and Ridgecrest Landfills was \$90,000 and the tonnage component was \$17.10 per ton of refuse disposed at the site. The Contract also establishes separate payment provisions for specified items, including placement of an operations layer, authorized additional work, performance-based increases and decreases, liquidated damages and fines, and other defined services.

As the Contract was planned to include a 10-year period, a mechanism to account for inflation, known as the Annual Inflation Modifier (AIM), was included to adjust the base amount and per-ton component annually based on the consumer price index (CPI) for the Los Angeles-Long Beach-Anaheim California area. The AIM has a ceiling of 1.25 and floor of 0.85 that allowed both parties to anticipate the total compensation expected for the duration of the Contract. It should

be noted that previous County landfill operational agreements included similar terms and AIM's that were within the limits of the contract.

The 2026 AIM calculation concluded that the compensation should be modified by a factor of 1.23 based on the current CPI, increased from the prior year's AIM calculation of 1.19. Per the terms of the Agreement, the modification will be capped at 1.25 times the original bid price and cannot be further increased in line with future CPI modifications. It is anticipated that this ceiling will be reached with compensation capped in February 2027. Current contract payments with an AIM of 1.23 include a monthly base payment of \$107,100 and a tonnage component of \$20.35 per ton of refuse disposed. At the expected ceiling for an AIM of 1.25, contract payments will include a monthly base payment will be \$112,500 and a tonnage component of \$21.38.

When drafting these terms, the Department's intention was not to create a situation wherein a contractor would be performing the obligations of the contract at a loss. Instead, it was designed to provide an opportunity to revisit the contract and negotiate beneficial changes based on the then-current conditions that could not be anticipated.

After review of these items and proposals received from Recology, the Department has negotiated an Amendment to the Contract for your Board's approval. This Amendment includes changes to the Contract to address the above items as follows:

- Mojave-Rosamond Hours of Operation – The proposed Amendment extends the hours of operation at the Mojave-Rosamond Landfill to provide for the site to be open to the public for the full duration during all weekdays and Saturdays according to the following schedule:

8:00 a.m. – 4:00 p.m.	Monday through Saturday
8:00 a.m. – 12 noon	Sunday

- Boron Landfill Operation – The proposed Amendment will require that Recology assume operation of the Boron Landfill. All terms of the Contract that were required of the alternate bid that was rejected will become effective and enforceable. The Contract will be amended to increase the tonnage range identified in the Contract to include up to 100 tons of disposed waste per day to be received and buried by Recology at the Boron Landfill.
- Compensation – It is proposed that compensation for this Contract be increased to pay for these additional services and to account for fuel costs that have outpaced inflation. Amendment No. 1 includes adjustments to the existing payment structure and establishes a new payment structure for the Boron Landfill.

The proposed rate in Amendment No. 1 for operation of the Mojave-Rosamond and Ridgecrest Landfills includes a monthly base of \$135,000 and a tonnage component of \$23.00 per ton. The Department has evaluated these compensation changes against the other bids that were received in 2020 and has determined that the proposed compensation is less than the AIM-adjusted bid of the second lowest bidder assuming similar increases in compensation for additional services were included, thereby maintaining the integrity of the bidding process that occurred.

The proposed rate in Amendment No. 1 for operating the Boron Landfill is a flat monthly rate of \$147,200 with no tonnage component.

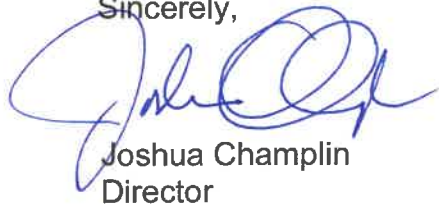
It is also proposed that the AIM be reset to 1.0 with this Amendment and that the ceiling and floor be removed for the duration of the Contract.

In summary, the proposed changes are intended to increase service levels at landfills currently operated under this Contract, direct the contractor, Recology, to begin operating the Boron Landfill under the terms of the optional bid that was previously not awarded, and provide appropriate compensation to Recology based on observed inflation and the additional services to be provided. The proposed Amendment includes an increase to total annual compensation of the Agreement estimated to be \$2,243,063 for these additional services.

The proposed Amendment has been reviewed by County Counsel and approved as to form.

Therefore, IT IS RECOMMENDED that your Board approve Amendment No. 1 to Contract No. 21094 with Recology Waste Solutions, to increase annual compensation by \$2,243,063 and authorize the Chairman to sign.

Sincerely,

A handwritten signature in blue ink, appearing to read "Joshua Champlin", is written over the printed name and title.

Joshua Champlin
Director

JC:LS:BF:mm

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Attachment

cc: County Administrative Office

**AMENDMENT NO. ONE (1) TO AGREEMENT FOR
OPERATION OF BORON, MOJAVE-ROSAMOND, RIDGECREST RECYCLING AND SANITARY
LANDFILLS
(County of Kern – Recology Waste Solutions)**

THIS AMENDMENT TO AGREEMENT, is effective _____, by and between the COUNTY OF KERN ("County"), a political subdivision of the State of California, as represented by the Public Works Department ("Department"), and Recology Waste Solutions ("Contractor"), a California corporation whose principal place of business is 2951 Neumarkel Road, Bakersfield, CA 93307.

WITNESSETH:

WHEREAS, County and Contractor entered into Contract No. 21094 on January 5, 2021 to operate the Boron, Mojave-Rosamond, and Ridgecrest Landfills (hereinafter called "Agreement"); and

WHEREAS, County awarded the Agreement to Contractor including only the items specified in the Base Bid on January 5, 2021 and did not award the Alternate Bid; and

WHEREAS, the parties to the Agreement now desire to amend the Agreement as specified herein below.

NOW, THEREFORE, County and Contractor do mutually agree as follows:

1. **Section 2.1. Term of Agreement**, the last paragraph, is hereby revised to read as follows:

"Boron Landfill: (Alternative Bid)"

This portion of the contract shall be effective on the date of execution of this Amendment and shall terminate on the date the Mojave-Rosamond and Ridgecrest Landfills portion of the contract terminates. All other references to the Boron Landfill (Alternate Bid) in this Agreement shall be in effect as though the Alternate Bid had awarded."

2. **Section 2.9. Hours of Operation**, the hours for the Mojave-Rosamond Landfill, are hereby revised to read as follows:

"MOJAVE-ROSAMOND LANDFILL"

8:00 a.m. – 4:00 p.m. Monday – Saturday

8:00 a.m. – 12 noon Sunday"

3. **Section 4.1.1. Monthly Base Payment** is hereby revised to read as follows:

"4.1.1. Monthly Base Payment"

The monthly payment shall be the sum of the base amount plus the tonnage payment for each Site. The base amount for the Mojave-Rosamond and Ridgecrest Landfills shall be \$135,000.

The tonnage payment for the Mojave-Rosamond and Ridgecrest Landfills shall be calculated by multiplying \$23.00 (per ton of disposed waste) times the total of the number of tons disposed at the Sites.

The monthly base payment for the Boron Landfill shall be \$147,200. No separate tonnage payment shall be included for the Boron Landfill.

The Department shall estimate the number of tons disposed at the Sites by using established gate fee procedures to count disposed tonnages. The payment for the first month of the Agreement shall be prorated based on the actual number of days the Contractor operated the Site. For subsequent months, monthly base payments shall be for a calendar month. The final payment at the termination of this Agreement shall be prorated based on the number of days the Contractor actually operated the Sites. Any changes in compensation during the contract period due to Amendments will also be prorated similarly to the first month payment of the Agreement. In the event that an accounting or estimating error occurs, the Department may adjust the Contractor's current monthly base payment to correct any over or under payments from previous months."

4. **Section 4.1.2. Annual Inflation Multiplier**, paragraph 1, is hereby revised to read as follows:

"4.1.2. Annual Inflation Multiplier

Subject to the terms herein, an Annual Inflation Multiplier (AIM) shall be applied to the Contractor's Monthly base payment, the per-ton rate, and the unit price for placement of operations layers. The AIM shall be adjusted annually based on inflation. The base CPI will be re-established using the 12-month period immediately preceding the month in which the County Board of Supervisors executes this Agreement. The month of execution shall constitute the Agreement's "Contract Indexation Month," and AIM adjustments shall occur on the first day of each Contract Indexation Month. The AIM shall not be applied to any work performed under the work authorization process or for any performance-based compensation."

5. **Section 4.1.2. Annual Inflation Multiplier**, the second to last paragraph, is hereby removed.
6. **Section 4.1.4. Tonnage Range for Agreement**, the range specified for The Boron Landfill is hereby revised to read as follows:

"0-100 tons per day at the Boron Landfill"

7. **Section 4.12. Clean Composted Overs**, is hereby added to read as follows:

"4.12 Clean Composted Overs

The Department has determined that clean composted overs disposed of from the Contractor's off-site composting operations have been beneficial to the operation of the Landfill. Composted overs with contamination rates below 15% by weight shall be accepted for use as ADC under the coding of "Clean Fill Dirt."

8. Except as expressly amended herein, all terms and conditions of Contract No. 21094 shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment No. 1 to the Agreement has been executed as of the date indicated above.

APPROVED AS TO CONTENT:
Public Works Department

DocuSigned by:
By Joshua Champlin
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Joshua Champlin, Director

COUNTY OF KERN:

By _____
Chairman, Board of Supervisors

APPROVED AS TO FORM:
Office of the County Counsel

Signed by:
By Joshua Rudnick
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Joshua H. Rudnick
Deputy County Counsel

Recology Waste Solutions
"Contractor"

Signed by:
By Salvatore M. Coniglio
444C41D00A20493...
Salvatore M. Coniglio, CEO