City and County of San Francisco
Department of the Environment
1455 Market Street, Suite 1200
San Francisco, CA 94103

First Amendment

THIS AMENDMENT (this "Amendment") is made as of May 1, 2016, in San Francisco, California, by and between **Recology San Francisco**, a California corporation ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Department of the Environment.

RECITALS

WHEREAS, City and Contractor have entered into the Agreement (as defined below); and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to adjust the initial disposal fees authorized under the Agreement;

NOW, THEREFORE, Contractor and the City agree as follows:

1. Definitions. The following definitions shall apply to this Amendment:

1a. Agreement. The term "Agreement" shall mean the Landfill Disposal Agreement, dated July, 22, 2015, between Contractor and City.

1b. Other Terms. Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

2. Modifications to the Agreement. The Agreement is hereby modified as follows:

a. Appendix A, Initial Fees. Appendix A establishes the initial disposal fees authorized under the Agreement.

Such Appendix is hereby amended to reflect the following:

- Modification of the amount of the Landfill Operations component of those fees.

A revised Appendix A-1 is attached to this Amendment and incorporated by reference as though fully set forth herein. The attached Appendix A-1 supersedes all prior versions of Appendix A.

3. Effective Date. Each of the modifications set forth in Section 2 shall be effective on and after the date of this Amendment.

4. Legal Effect. Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

CITY

Recommended by:

Deborah O. Raphael, Director
Department of the Environment

CONTRACTOR

Recology San Francisco

Michael J. Sangiacomo
President and Chief Executive Officer

City vendor number: 15452

Approved as to Form:

Dennis J. Herrera
City Attorney

Recology.
Reviewed by:
BG
Legal

By:
Thomas J. Owen
Deputy City Attorney

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Appendix A-1 (5/1/2016)
Initial Fees

SOLID WASTE FEE

The per-ton disposal fee at the Landfill and Back-Up Landfill for all Solid Waste (other than Organics-Free Waste) tonnages (the "Solid Waste Fee") will be:

Landfill Operations (2015 dollars)	$23.58
Governmental Fees (all in 2014 dollars)*:	
County Solid Waste Business License Fee*	$4.95
County Solid Waste Disposal Facilities Fee*	$1.03
Solano County Waste Mitigation Fee*	$0.21
CalRecycle AB939 Fee*	$1.40
TOTAL FEE	**$31.17**

ORGANICS-FREE WASTE FEE

The per-ton disposal fee at the Landfill or Back-Up Landfill for all Organics-Free Waste tonnages (the "Organics-Free Waste Fee") will be:

Landfill Operations (2015 dollars)	$23.28
Governmental Fees (all in 2014 dollars)*:	
County Solid Waste Business License Fee*	$4.95
County Solid Waste Disposal Facilities Fee*	$1.03
Solano County Waste Mitigation Fee*	$0.21
CalRecycle AB939 Fee*	$1.40
TOTAL FEE	**$30.87**

BENEFICIAL USE MATERIAL FEE

The per-ton tip fee at the Landfill or Back-Up Landfill for all Beneficial Use Material tonnages (the "Beneficial Use Material Fee") will be:

Landfill Operations (2015 dollars)	$21.33
Governmental Fees (2014 dollars)*	$0.00
TOTAL FEE	**$21.33**

* Figures shown are for Solano County and apply to the Landfill only. For the Back-Up Landfill, Governmental Fees imposed on or applicable to such landfill will apply instead.