

FIRST AMENDMENT
TO
ORGANIC MATERIAL
PROCESSING, COMPOSTING AND
MARKETING SERVICES AGREEMENT

This First Amendment ("Amendment") made and entered into July 11, 2000 ("Effective Date"), is by and between the SONOMA COUNTY WASTE MANAGEMENT AGENCY, a joint powers agency ("Agency"), the COUNTY OF SONOMA ("County"), and SONOMA COMPOST COMPANY, a California limited liability company ("Contractor"). All capitalized terms used herein shall, unless otherwise defined, have the meanings ascribed to those terms in the existing agreement.

RECITALS

WHEREAS, the parties entered into that certain Organic Material Processing, Composting and Marketing Services Agreement dated as of September 28, 1999 ("Agreement"); and

WHEREAS, the parties desire to amend the Agreement in order to facilitate the Contractor's financing of a portion of Contractor's capital costs and to make certain other changes.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agency, County and Contractor do hereby agree as follows:

AGREEMENT

1. Relocation of the Facility. The office and the retail sales area at the Facility shall be relocated to the locations shown in the map attached hereto as Exhibit A. County shall provide utility hookups and prepare the surface of the new site for the office and retail sales area. The surface shall consist of rock rolled out and compacted. Contractor shall be responsible for all other costs of the relocation. Contractor and County shall cooperate in good faith to cause the relocations to take place by July 1, 2000. Upon completion of the relocations, all references to Exhibit A in the Agreement

shall be deemed to be references to the Exhibit A attached hereto.

2. Preparation of the Working Surface. Section 5.2.2 of the Agreement shall be deleted and replaced with the following language:

“5.2.2 Working Surface Improvements. On or before September 15, 2000, County shall regrade those certain 14 acres identified on Exhibit A so that a smooth surface acceptable for laying a cement-treated base is created. On or before December 1, 2000, Contractor shall install a cement-treated base, or an equivalent surface approved by the RWQCB and the LEA, to the approximate 14 acres remaining on the working surface of the composting pad as more particularly described in Exhibit A.”

3. Termination of Agreement by County. The date in the second sentence of Section 3.2 of the Agreement shall be changed from October 31, 2000 to October 31, 2001.

4. Equipment. As of the Effective Date, all references to Exhibit B in the Agreement shall be deemed to be references to the Exhibit B attached hereto.

5. Except to the extent the Agreement is specifically amended or supplemented hereby, the Agreement, together with exhibits is, and shall continue to be, in full force and effect as originally executed, and nothing contained herein shall, or shall be construed to modify, invalidate or otherwise affect any provision of the Agreement or any right of County arising thereunder.

6. This Amendment shall be governed by and construed under the internal laws of the State of California, and any action to enforce the terms of this Amendment or for the breach thereof shall be brought and tried in the County of Sonoma.

IN WITNESS WHEREOF, this Amendment has been executed by the duly authorized representatives of all parties.

AGENCY: SONOMA COUNTY WASTE
MANAGEMENT AGENCY

By: ASusan E. Kelly
Chairman,
Sonoma County Waste Management
Agency

COUNTY: COUNTY OF SONOMA

By: Mike Reilly
Mike Reilly, Chairman
Board of Supervisors

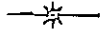
CONTRACTOR: SONOMA COMPOST COMPANY,
a California limited liability company

By: Alan Siegle

APPROVED AS TO FORM FOR COUNTY:

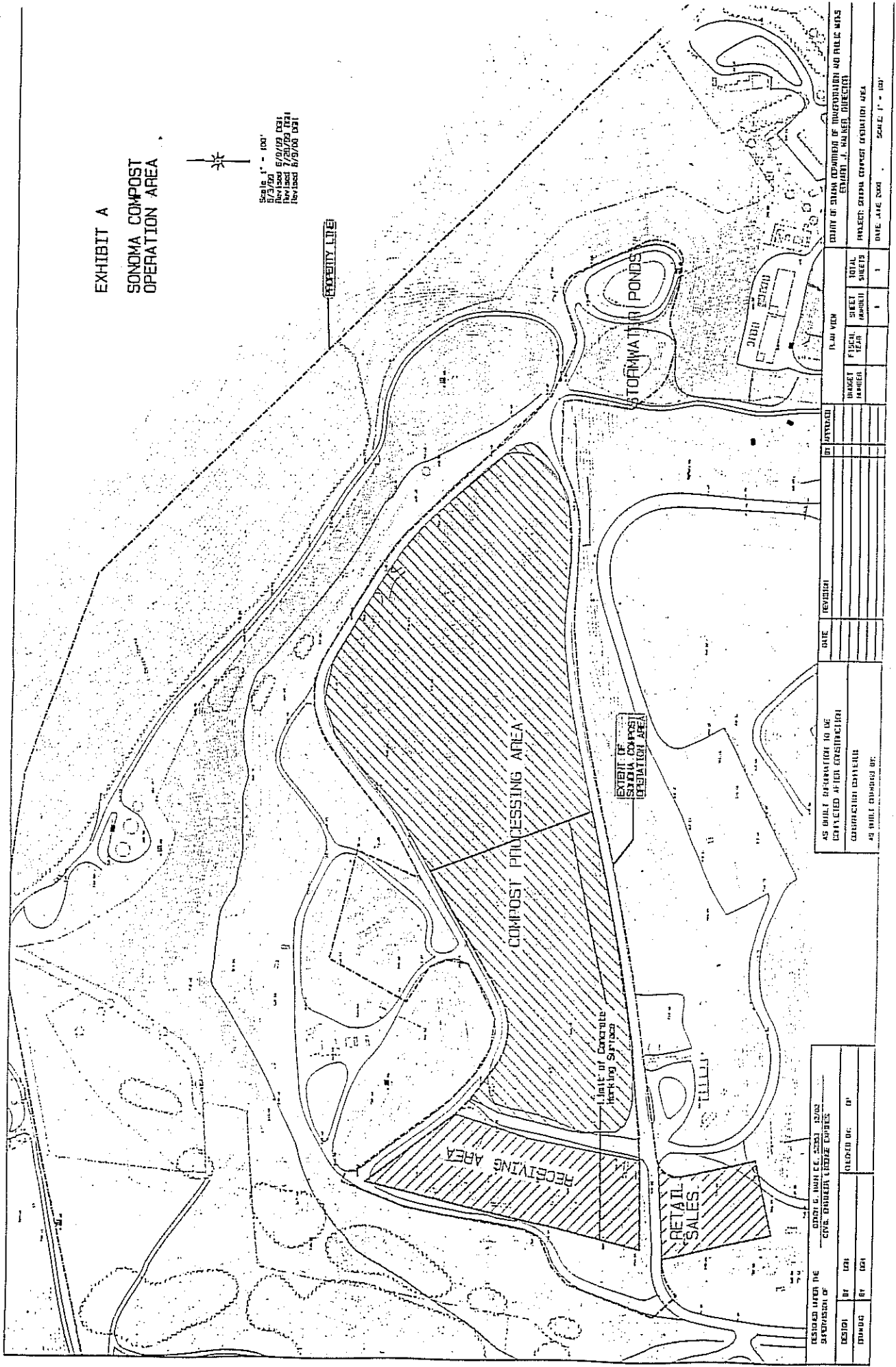
Sheila L. Bratton
Sheila L. Bratton
Deputy County Counsel

EXHIBIT A
SONOMA COMPOST
OPERATION AREA



Scale: 1" = 100'
 8/23/00
 Revised 6/9/09 DSI
 Revised 7/26/09 DSI
 Revised 8/26/09 DSI

PROPERTY LINE



DESIGNED BY THE SAYRESON OF		DANIEL J. HORN, P.E., ARCH. 82002 CIVIL ENGINEER LICENSE EXPIRES		DATE		10/20/09		BY		DSI	
DESIGN		BY		DATE		10/20/09		BY		DSI	
DRAWING		BY		DATE		10/20/09		BY		DSI	
AS BUILT INFORMATION TO BE COMPLETED AFTER CONSTRUCTION		CONSTRUCTION CONTINUED		AS BUILT COMPLETED BY							
DATE		REVISION		BY		APPROVED		PLANNED		TOTAL SHEETS	
										1	
MARKET NUMBER		PROJECT NUMBER		SHEET NUMBER		TOTAL SHEETS		PROJECT: SONOMA COMPOST OPERATION AREA		DATE: 10/20/09	
						1				SCALE: 1" = 100'	
CITY OF SONOMA DEPARTMENT OF INFRASTRUCTURE AND PUBLIC WORKS EXHIBIT A - HAZARD DIRECTOR											

EXHIBIT B

LIST OF OPERATING EQUIPMENT, INCLUDING NEW ROLLING STOCK

<u>Equipment</u>	<u>Quantity</u>	<u>Total Value</u>
Grinder	1	\$450,000
Wheel Loader	2	\$400,000
Hauling Truck	2	\$ 60,000
Water Truck	1	\$ 40,000
Vacuum System for Litter Control	1	\$ 20,000
Sweeping System for Isle Cleanup	1	\$ 10,000
Mobile Screening Plant	1	\$225,000
Back-up Grinder	1	\$ N/A ¹

¹Contractor does not own the back-up grinder. If Contractor does not maintain a back-up grinder at the Facility at all times, Contractor shall be required to have the back-up grinder at the Facility within 48 hours of a breakdown of the main grinder. Should Contractor fail to comply with this provision, Agency shall assess a \$500.00 penalty for each day Contractor violates this covenant.

COPY

RESOLUTION NO.: 2002-006

DATED: February 20, 2002

RESOLUTION OF THE SONOMA COUNTY WASTE MANAGEMENT AGENCY ("AGENCY") AUTHORIZING THE FIRST AMENDMENT TO AGREEMENT WITH THE SONOMA COMPOST COMPANY ("CONTRACTOR").

WHEREAS, in the judgement of the Agency, it is necessary and desirable to employ the services of CONTRACTOR for the handling and processing of segregated yard debris and wood debris diverted from the solid waste, and

WHEREAS, the parties desire to amend the Agreement in order to amend the agreement to include definitions and revenue allocations of test products and speciality products,

NOW THEREFORE, BE IT RESOLVED that the Sonoma County Waste Management Agency authorizes the Agency Chair to sign an amendment with Sonoma Compost Company to amend the definitions and terms of the agreement.

MEMBERS:

<u>AYE</u> Cloverdale	<u>AYE</u> Cotati	<u>AYE</u> County	<u>AYE</u> Healdsburg	<u>AYE</u> Petaluma
<u>AYE</u> Rohnert Park	<u>AYE</u> Santa Rosa	<u>AYE</u> Sebastopol	<u>AYE</u> Sonoma	<u>AYE</u> Windsor

AYES -10- NOES -0- ABSENT -0- ABSTAIN -0-

The within instrument is a correct copy of the original on file with this office.

ATTEST: *[Signature]* DATE: 2/20/02
 Clerk of the Sonoma County Waste Management Agency of the State of California, in and for the County of Sonoma.

COPIES TO:	NO.
<i>J. de Kozan</i>	1
<i>SCW and files</i>	2
<i>C. Fisher</i>	1

RESOLUTION NO.: 2000-022

DATED: June 21, 2000

RESOLUTION OF THE SONOMA COUNTY WASTE MANAGEMENT AGENCY APPROVING
THE FIRST AMENDMENT AND CONSENT TO ASSIGNMENT
TO THE ORGANIC MATERIAL PROCESSING,
COMPOSTING AND MARKETING SERVICES AGREEMENT

WHEREAS, the parties entered into that certain Organic Material Processing,
Composting and Marketing Services Agreement dated as of September 28, 1999 ("Agreement"); and

WHEREAS, the parties desire to amend the Agreement in order to facilitate the Contractor's
financing of a portion of Contractor's capital costs and to make certain other changes.

NOW THEREFORE, BE IT RESOLVED that Agency hereby approves the terms of that certain
Amendment and Consent to Assignment attached hereto and authorizes the Chair to execute such
Amendment and Consent on behalf of the Agency.

MEMBERS:

<u>AYE</u> Cloverdale	<u>AYE</u> Cotati	<u>AYE</u> County	<u>AYE</u> Healdsburg	<u>AYE</u> Petaluma
<u>AYE</u> Rohnert Park	<u>AYE</u> Santa Rosa	<u>AYE</u> Sebastopol	<u>AYE</u> Sonoma	<u>AYE</u> Windsor

AYES -10- NOES -0- ABSENT -0- ABSTAIN -0-

The within instrument is a correct copy
of the original on file with this office.

ATTEST: DATE:

Virginia P. Ross 6/21/2000
Clerk of the Sonoma County Waste
Management Agency of the State of California,
in and for the County of Sonoma.

COPIES TO:	NO.
S Bratton	1
SCWMA files	2
C Fisher	1