

**First Amendment to the Franchise Agreement**  
**between**  
**The County of San Mateo**  
**and**  
**BFI Waste Systems of North America, Inc.,**  
**for**  
**Solid Waste, Recyclable Materials and Plant Materials Collection Services**

This FIRST AMENDMENT to the Franchise Agreement Between The County Of San Mateo and BFI Waste Systems of North America, Inc., For Solid Waste, Recyclable Materials and Plant Materials Collection, dated February 8, 2000, (Agreement) and effective as of January 1, 2000, is made by and between BFI Waste Systems of North America, Inc. (Contractor), and the County of San Mateo (Agency).

**RECITALS**

**WHEREAS**, Agency and Contractor entered into the Agreement; and,

**WHEREAS**, the Agreement contemplated that the Agency might desire Additional Services or the modification of existing services; and,

**WHEREAS**, Contractor and the Agency agree to change the method by which the Periodic Special Collections shall be scheduled;

**NOW, THEREFORE**, the parties hereto agree as follows:

1. Section 4.02.5, *Periodic Special Collections*, shall be amended to read as follows:

- "A. Contractor will provide two separate on-call cleanups to all residential (single-family and multi-family) Waste Generators. Contractor shall Collect up to two cubic yards of Solid Waste from Residential Property comprised of objects larger than ordinarily may be accommodated by residential Solid Waste Containers, including one large object not heavier than 200 pounds, twice each Operating Year on a day designated by owners or occupants. Such Collections shall be made as part of a year round "on-call cleanup" program. Owners or occupants of Residential property shall be required to place such Solid Waste at curbside for Collection.
- B. In conjunction with the on-call cleanups described in Section 4.02.5A, Contractor shall also offer Collection of residential Plant Materials and wood to increase the amount of material diverted from landfills. SBWMA or Agency may direct Contractor to implement additional special collections programs pursuant to Section 2.09. Contractor shall work with the Agency and the SBWMA to inform the public of the availability of this option."

2. In all other respects, the Agreement shall remain unchanged.

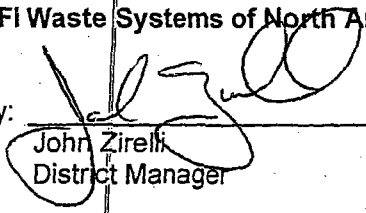
**IN WITNESS WHEREOF**, the parties hereto have executed this First Amendment to the Franchise Agreement Between The County Of San Mateo and BFI Waste Systems of North America, Inc., For Solid Waste, Recyclable Materials and Plant Materials Collection on the date indicated below.

Date: 5/21/02

**"Contractor"**

**BFI Waste Systems of North America, Inc.**

By: \_\_\_\_\_

  
John Zirelli  
District Manager

**"Agency"**

**County of San Mateo**

By: \_\_\_\_\_

Jerry Hill, President  
Board of Supervisors, County of San Mateo

Attest:

By: \_\_\_\_\_

John Maltbie  
Clerk of the Board