

**Ninth Amendment to Agreement for Operation
of the Pescadero Solid Waste Transfer Station**

THIS NINTH AMENDMENT TO AGREEMENT, entered into this _____ day of February, 2003, by and between the County of San Mateo, a political subdivision of the State of California, hereinafter referred to as "County", and BFI Waste Systems of North America, Inc., 225 Shoreway Road, San Carlos, CA 94070, hereinafter referred to as "Contractor";

WITNESSETH:

WHEREAS, the parties hereto have previously entered into an Agreement dated August 5, 1986, whereby Contractor provides services and equipment necessary to operate the Pescadero Solid Waste Transfer Station in San Mateo County and to transport and dispose of solid waste from said transfer station in accordance with the terms and conditions of said Agreement; and

WHEREAS, the parties hereto have amended said Agreement from time to time and wish to further amend said Agreement to extend its term.

NOW, THEREFORE, in consideration of the above premises the parties do hereby agree as follows:

1. That Paragraph 2, "Duration of Contract", of said Agreement dated August 5, 1986, is hereby amended to read:

"The contract duration is sixty (60) months beginning on the start of work date County shows on the Notice to Proceed it delivers to Contractor. At the expiration of the sixty month term, this Agreement may be extended on a month-to-month basis for a period not to extend beyond September 30, 2003."

2. That this Amendment to Agreement supersedes all previous amendments affecting Paragraph 2, "Duration of Contract", of said Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Agreement the date first hereinabove written.

"County"

COUNTY OF SAN MATEO, State of
California


By _____
Rose Jacobs Gibson, President
Board of Supervisors, County of San Mateo

ATTEST:

Clerk of the Board of Supervisors

"Contractor"

BFI WASTE SYSTEMS OF NORTH
AMERICA, INC.

By  _____
John Zirelli
General Manager
Title