

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

THIS FIFTEENTH AMENDMENT TO AGREEMENT, entered into this _____ day of _____, 2007, by and between the County of San Mateo, a political subdivision of the State of California, hereinafter referred to as "County", and Allied Waste Services of San Mateo County, formerly BFI Waste Services of San Mateo County, located at 225 Shoreway Road, San Carlos, CA 94070, hereinafter referred to as "Contractor";

W I T N E S S E T H:

WHEREAS, the parties hereto have previously entered into an Agreement dated August 5, 1986, whereby Contractor provides services and certain 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. Allied Waste currently provides these services at a rate of \$275,000 per year. Due to significant increases in operating costs, the rate of compensation for these services will be adjusted to a grand total amount of \$410,000 for the period July 1, 2007 through June 30, 2008.

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:

"This contract shall commence on the date shown on the Notice to Proceed the County delivers to the Contractor and terminate on June 30, 2008."

2. That the Contractor's monthly fixed compensation to operate this facility will be adjusted to \$13,656.24. A second component of the Contractor's monthly compensation is variable, and involves the safe and legal transportation of solid waste and recyclable materials from the transfer station site to the landfill and recycling processing facilities. The Contractor's monthly compensation for these variable transportation services will be adjusted to \$69.67 per ton.

3. That this Amendment to Agreement supersedes all previous amendments affecting Paragraph 2, "Duration of Contract", of said Agreement and that in all other respects, the Agreement remains unchanged.

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

"COUNTY"

COUNTY OF SAN MATEO

By

Rose Jacobs Gibson, President
Board of Supervisors

ATTEST:

John L. Maltbie, County Manager /
Clerk of the Board of Supervisors

“Contractor”

ALLIED WASTE OF
SAN MATEO COUNTY

By

Evan Boyd, General Manager