

**First Amendment to the Franchise Agreement
Between the City of San Carlos 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 for the Collection of Solid Waste, Recyclable Materials and Plant Materials (Agreement), effective as of January 1, 2000, is made by and between BFI Waste Systems of North America, Inc. (Contractor), and City of San Carlos (Agency).

RECITALS

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

WHEREAS, 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, be it agreed 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.

2. Section 4.02.5 Periodic Special Collections B shall be amended to read as follows:


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.

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

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Agreement on the date indicated below.

Dated: 5/7/02

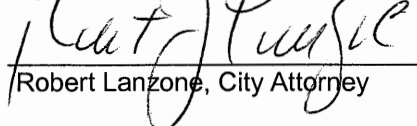
BFI Waste Systems of North America, Inc.

By: 
John Zirilli, District Manager

City of San Carlos

By: 
Michael Garvey, City Manager

APPROVED AS TO FORM:

By: 
Robert Lanzone, City Attorney

Lisa

RESOLUTION NO. 2002- 50

RESOLUTION OF THE CITY OF SAN CARLOS APPROVING THE FIRST AMENDMENT TO THE FRANCHISE AGREEMENT BETWEEN THE CITY OF SAN CARLOS AND BFI WASTE SYSTEMS OF NORTH AMERICA, INC. FOR SOLID WASTE, RECYCLABLE MATERIALS, AND PLANT MATERIALS COLLECTION SERVICES

WHEREAS, the Franchise Agreement Between the City of San Carlos and BFI Waste Systems of North America, Inc. for solid waste, recyclable materials, and plant materials collection services was approved by the City of San Carlos and became effective on January 1, 2000; and

WHEREAS, the City of San Carlos previously approved changing the designated spring and fall clean-up days to on-call cleanups; and

WHEREAS, the SBWMA recommends City of San Carlos approve the First Amendment to the Franchise Agreement and BFI has agreed to the modifications to the Franchise Agreement.

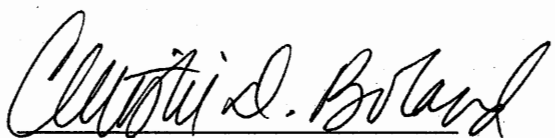
NOW, THEREFORE, BE IT RESOLVED that City Council of the City of San Carlos enters into the First Amendment to the Franchise Agreement between City of San Carlos and BFI Waste Systems of North America to reflect on-call cleanups for residential waste generators.

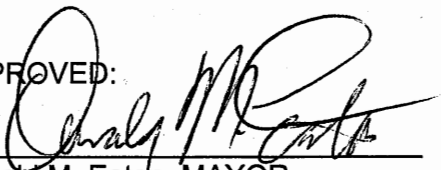
I hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the City Council of the City of San Carlos at a regular meeting thereof held on the 13th day of May, 2002, by the following vote:

AYES, COUNCILMEMBERS: KING, DOHERTY, GROCOTT, DAVIDS, EATON

NOES, COUNCILMEMBERS: NONE

ABSENT, COUNCILMEMBERS: NONE


Christine D. Boland, CITY CLERK

APPROVED: 
Donald M. Eaton, MAYOR

**Second Amendment to the
Agreement for Solid Waste, Recyclable Materials, and Plant Materials Collection Services**

THIS SECOND AMENDMENT to the Agreement for Solid Waste Recyclable Materials and Plant Materials Collection Services (Agreement) dated for reference December 1 2003 is made by and between the City of San Carlos (Agency') and BFI WASTE SYSTEMS OF NORTH AMERICA Inc (Contractor)

1 Contractor shall implement the program to diverted commercial organic material from landfill disposal (hereinafter the Commercial Organics Collection Program or Program) consistent with Contractor s November 20 2002 proposal (Attachment 1) and subsequent clarifications and revisions dated January 27 2003 (Attachment 2) February 7 2003 (Attachment 3) March 14 2003 (Attachment 4) August 6 2003 (Attachment 5) and August 13 2003 (Attachment 6) Copies of the foregoing documents are on file with the Authority the Agency and the Contractor

2 The Commercial Organics Collection Program shall commence not later than September 1 2004 and shall continue for the remaining term of the Agreement and any extension thereof

3 Contractor shall report Program tonnage information and other such operational information (e g changes in participants solid waste service levels) in a content and format satisfactory to the Authority as part of the existing quarterly MIS report provided by Contractor to Authority In addition Contractor shall submit Program financial information as a part of Contractor s annual rate application consistent with the provisions of Article 6 of the Agreement

4 The Contractor shall be compensated for services rendered hereunder in accordance with Article 6 of the Agreement except as provided below for processing expenses

5 Accounting for processing expenses incurred hereunder shall be the product of multiplying the number of commercial organic tons processed by Contractor by the applicable Processing Fee (per ton) specified below (hereinafter referred to as the Processing Fee)

	Contamination Level	Processing Fee (per ton)
Tier 1	Less than 5%	\$ 30 00
Tier 2	5% to less than 10%	\$ 32 00
Tier 3	10% to less than 15%	\$ 36 00
Tier 4	15% to less than 20%	\$ 38 00
Tier 5	Greater than 20%	\$ 40 00

6 The applicable Processing Fee will be based on the quarterly assessment process as described in the Contractor s proposal letter dated March 14 2003 referred to in paragraph 1 above The Authority and/or Agency may monitor the Contractor s quarterly assessment process to ensure that it reflects an accurate accounting of the contamination level for purposes of establishing the applicable Processing Fee The Tier 2 Processing Fee of \$32 00 per ton will be applicable for the first quarter of the program

**THIRD AMENDMENT TO THE FRANCHISE AGREEMENT BETWEEN
THE CITY OF SAN CARLOS AND BFI WASTE SYSTEMS OF NORTH
AMERICA, INC FOR SOLID WASTE, RECYCLABLE MATERIALS,
AND PLANT MATERIAL COLLECTION SERVICES**

This THIRD AMENDMENT to the Franchise Agreement between the City of San Carlos and BFI Waste Systems of North America Inc for Solid Waste Recyclable Materials and Plant Material Collection Services (Agreement) of March 1 2000 is made by and between BFI Waste Systems of North America Inc (Contractor) and the City of San Carlos (Agency)

RECITALS

Whereas Agency and Contractor entered into the Agreement and

Whereas the parties contemplated that the Agreement should be extended from December 31 2006 to December 31 2009 conditioned on the Agency's affirmative evaluation of the Contractor's performance in certain areas, and

Whereas the Agency has found that Contractor's performance has been reviewed and determined to be satisfactory and

Whereas the Agreement contemplated that the Agency may wish to extend the term of the Agreement beyond the December 31 2009 termination date of the initial contract extension for a period of one to seven years in increments of at least 12 months and

Whereas the Agency has determined that the benefits offered by the Contractor in exchange for granting its request are in the best interest of the agency and its residents and businesses

NOW THEREFORE BE IT AGREED AS FOLLOWS

1 The term of the Agreement shall be extended from December 31 2006 to December 31 2009 in accordance with Section 2.04 of the Agreement in recognition of the Contractor's satisfactory performance with certain exceptions namely not having achieved the diversion program guarantees described in Section 4.05 A.1 of the Agreement and Agency has agreed to waive Contractor's failure to perform to the above standard established in the Agreement

2 The term of the Agreement shall be extended an additional 12 months from December 31 2009 to December 31 2010 through the exercise of the Agency's right under Section 2.05 of the Agreement Any extension of the Agreement thereafter shall be at the sole discretion of the Agency

3 This agreement shall be effective on the date on which the last of the following agreements is executed

- a The Amendment to the Franchise Agreements between the SBWMA Member Agencies and BFI waste Systems of North America Inc for solid waste recyclable materials and plant material collection services extending those agreements to December 31 2010 and
- b Fifteen-year Agreement between the South Bayside Waste Management Authority and Browning-Ferris Industries of California Inc for Solid Waste Disposal Services at most-favored disposal rates and with payments by Contractor to the Authority

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7 The Tiered Processing Fee schedule will remain in effect without adjustment until December 31 2006 the end of the current term of the Agreement Any new governmental or regulatory agency fees that become effective during the current term of the Agreement will be added to the Tiered Processing Fee schedule

8 Commencing January 1 2007 and on every twelve month anniversary thereof (Adjustment Date) the Tiered Processing Fee schedule shall be adjusted to reflect the change in the Consumer Price Index All Urban Consumers All Items Indexes for the San Francisco Oakland San Jose Metropolitan Area (Series ID CUURA422SAO) published by the United States Department of Labor Bureau of Labor Statistics (Index) The Index for the month of April preceding the Adjustment Date shall be the Comparison Index the Index for the month of April twelve months prior thereto shall be the Base Index On each Adjustment Date each Tiered Processing Fee shall be adjusted to an amount equal to the product obtained by multiplying each TPF for the prior year by a factor equal to one (1) plus the percentage change in the Index between the Base Index and the Comparison Index Any new governmental or regulatory agency fees that become effective after January 1 2007 will be added to the Tiered Processing Fee schedule

9 As an additional part of the Program Contractor shall provide Agency with finished compost measured by the inbound tonnage of organic material delivered to the Newby Compost Facility from Agency's Service Area Agency may elect to receive finished compost in accordance with the following exchange factors (a) one cubic yard of bulk compost in exchange for each incoming ton of material delivered (b) one one cubic foot bag of compost in exchange for each two tons of material delivered or (c) any combination of the foregoing Contractor will provide additional bagged compost at \$1 00 per bag subject to a CPI adjustment after the December 31 2004 Compost requested by Agency within a calendar year shall be charged against inbound tonnage only in the same calendar year

10 In the event the Agreement is not extended after December 31 2006 the Authority shall pay the Contractor the Net Book Value of the vehicles and containers acquired for the Commercial Organics Collection Program In such event the Authority shall have the option but not the obligation to assume ownership of such vehicles and/or containers If the Agreement is extended after December 31 2006 then the Authority shall have the option but not the obligation to purchase the commercial organics collection vehicles and/or containers by payment to Contractor of the Net Book Value thereof at the end of the final term of any such extensions

IN WITNESS WHEREOF the parties hereto have executed this SECOND AMENDMENT to the Agreement on the date indicated below

BFI WASTE SYSTEMS OF NORTH AMERICA INC

Date

10/29/04

By


Bill Jones District Manager

CITY OF SAN CARLOS

Date

11/15/04

By


Mayor

**THIRD AMENDMENT TO THE FRANCHISE AGREEMENT BETWEEN
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In witness thereof the parties hereto have executed this Amendment to the Agreement on the date indicated below

Dated 5/16/05

BFI Waste Systems of North America Inc

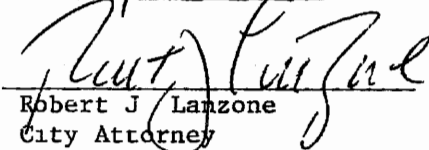
By 
Bill Jones, District Manager

City of San Carlos

By 
Michael Garvey, City Manager

APPROVED AS TO FORM

DATED April 27, 2005

BY 
Robert J. Lanzone
City Attorney