

Q# 11820
195-1229

C I T Y O F O A K L A N D

Memorandum

TO: City Clerk
ATTN: Ceda Floyd
FROM: Public Works Agency
DATE: October 8, 1996

RE: FIRST AMENDMENT TO SUPPLEMENTAL AGREEMENT

Enclosed is an executed original of the First Amendment to Supplemental Agreement between the City of Oakland and Waste Management of Alameda County (WMAC). Please file this document with the Supplement Agreement which was one of the documents executed in connection with the Franchise Agreement for Solid Waste and Yard Waste Collection and Disposal Services dated December 1, 1995 between the City and WMAC.

If you should have any questions pertaining to this document, please give me a call at 6260.



HARRY SCHRAUTH

Enclosure

FIRST AMENDMENT TO SUPPLEMENTAL AGREEMENT

This FIRST AMENDMENT TO SUPPLEMENTAL AGREEMENT is entered into this 1st day of July, 1996, by and between the City of Oakland, a municipal corporation, hereinafter referred to as "City", and Waste Management of Alameda County, Inc., a California corporation, hereinafter referred to as "Contractor".

RECITALS

WHEREAS, the City and Contractor entered into a Supplemental Agreement dated December 2, 1995, hereinafter referred to as the "Supplemental Agreement," which should be read as one agreement with the Franchise Agreement for Solid Waste and Yard Waste Collection and Disposal Services dated December 1, 1995 between the City and Contractor, hereinafter referred to as the "Agreement"; and

WHEREAS, the City and Contractor desire to amend the Supplemental Agreement;

NOW, THEREFORE, THE CITY AND CONTRACTOR DO HEREBY AGREE AS FOLLOWS:

1. II. Service Discounts of the Supplemental Agreement shall be amended to read:

On July 25, 1995 the City approved the Rates which included an amount to be charged for apartment complexes with five or more units. The Rates were to become effective on September 1, 1995. In establishing the Rates, it was the intention of Contractor to create an incentive for apartment house owners to subscribe to a more efficient Solid Waste collection and disposal service by increasing the amount to be charged for more than once per week pickup.


Due to space limitations, some apartment house owners are unable to subscribe to a more efficient Solid Waste collection and disposal service. Contractor has requested, and the City agrees, to allow Contractor to charge these Customers a lower Rate if Contractor reasonably determines that the Customer is willing but unable, due to space limitations, subscribe to a more efficient collection service. The Rate to be charged as of July 1, 1996 is that Rate which would be in effect if the Customer was able to subscribe to a more efficient collection and disposal service.

2. IV. Public Education of the Supplemental Agreement shall be amended to read:

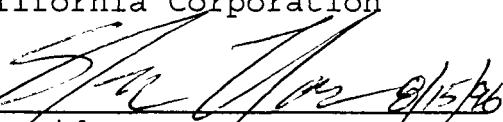
Public Education shall mean any information (whether written or otherwise) directed by Contractor to Customers regarding the programs and services provided under the Franchise Agreement and shall be subject to the prior review and approval of the City. With respect to any other communications concerning matters relating to the Franchise Agreement, which are not covered above, the party proposing to make such communication shall make reasonable good faith efforts to consult with the other party to ensure accuracy and consistency with the requirements and spirit of the Franchise Agreement.

IN WITNESS WHEREOF, the City and Contractor have duly authorized execution of this First Amendment to Supplemental Agreement, and have executed this First Amendment to Supplemental Agreement on the date first written above.

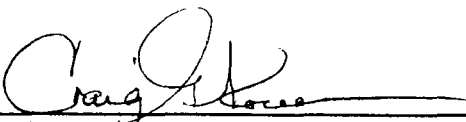
RECOMMENDED FOR APPROVAL

BY: 
Harry Schrauth
Support Services Administrator, Public Works Agency

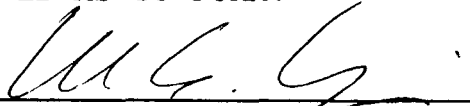
WASTE MANAGEMENT OF ALAMEDA
COUNTY, INC.
A California Corporation

BY:  8/15/96
President

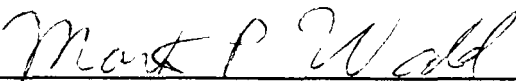
CITY OF OAKLAND
A Municipal Corporation

BY: 
City Manager

APPROVED AS TO FORM:

BY: 
Howard S. Yamaguchi
Associate Group Counsel

APPROVED AS TO FORM & LEGALITY:

BY: 
Mark P. Wald
Deputy City Attorney

11820
C95-1229

ORIGINAL

FIRST AMENDMENT TO FRANCHISE AGREEMENT

This First Amendment by and between the City of Oakland ("City") and Waste Management of Alameda County, Inc. ("Contractor") is effective as of October 1, 1997.

RECITALS

WHEREAS, the City and Contractor entered into the Franchise Agreement for Solid Waste and Yard Waste Collection and Disposal Services (Franchise Agreement) dated December 1, 1995; and

WHEREAS, the City and Contractor entered into a Supplemental Agreement dated December 2, 1995, and the First Amendment to the Supplemental Agreement dated July 1, 1996; and

WHEREAS, the Franchise Agreement requires that the Contractor will provide to its Customers on-hold waiting time at or above the accepted industry standard; and

WHEREAS, the Contractor stated that it would achieve a customer telephone on-hold waiting time of three minutes or less by August 1, 1997; and

WHEREAS, the Contractor agreed to a liquidated damages provision for failure to meet the customer telephone on-hold waiting time of three minutes or less; and

WHEREAS, the City Council on October 21, 1997, approved a staff report establishing a liquidated damages provision for customer telephone on-hold waiting time; and

WHEREAS, the City and Contractor desire to amend the Franchise Agreement;

NOW, THEREFORE THE CITY AND CONTRACTOR DO HEREBY AGREE TO AMEND THE FRANCHISE AGREEMENT AS FOLLOWS:


1. Section 8.3.1.3 is amended to add: "The performance standard for customer on-hold waiting time shall be three minutes or less based on a monthly average. In addition, to Liquidated Damages (Exhibit A-1, 3 (d)), in the event that the performance standard is exceeded for two months in a row, the Contractor will add the appropriate staff to restore compliance and meet the performance standard and take other action necessary to ensure compliance with this Section."
2. Exhibit A-1 is amended to add: "3 (d) Failure to meet the performance standard shall result in assessment of liquidated damages as follows:

<u>Above Standard</u>	<u>Assessment</u>
Greater than three minutes and up to four	\$3,000 per month
Greater than four minutes and up to five	\$6,000 per month
Over five minutes	\$9,000 per month"

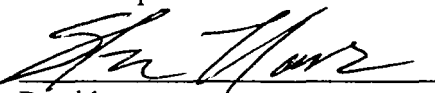
3. Section 9.4 is amended to add: "The Contractor shall provide the City with monthly reports showing both the average weekly and monthly telephone customer on-hold waiting times and average abandonment rate along with its regularly submitted monthly reports."
4. Nothing in this Amendment prohibits the City from independently conducting its own survey of customer telephone on-hold waiting time or taking other actions to monitor and enforce performance standards.

IN WITNESS WHEREOF, the City and Contractor have duly authorized execution of this First Amendment to Franchise Agreement, and have executed this First Amendment to Franchise Agreement effective the date first written above.

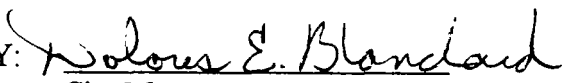
RECOMMENDED FOR APPROVAL

BY: 
Harry Schrauth
Assistant Director, Public Works Agency
11-18-97
Date

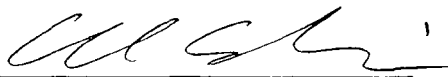
WASTE MANAGEMENT
OF ALAMEDA COUNTY INC.
A California Corporation

BY: 
President
11/10/97
Date

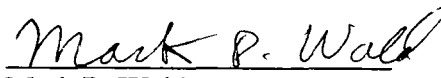
CITY OF OAKLAND
A Municipal Corporation

BY: 
City Manager
11-24-97
Date

APPROVED TO FORM:

BY: 
Howard S. Yamaguchi
Associate Group Counsel
11/12/97
Date

APPROVED AS TO FORM & LEGALITY:

BY: 
Mark P. Wald
Deputy City Attorney
11/20/97
Date

mfu

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT is entered into this 31st day of July, 1995, by and between the CITY OF OAKLAND, a municipal corporation, hereinafter referred to as "City", and WASTE MANAGEMENT OF ALAMEDA COUNTY INCORPORATED, a California Corporation, hereinafter referred to as "Contractor."

RECITALS

WHEREAS, the City and Contractor entered into an agreement dated November 2, 1992, hereinafter referred to as the "Agreement," to provide services for the City's Residential Recycling Program; and

WHEREAS, the City and Contractor desire to amend the Agreement; and

NOW THEREFORE THE CITY AND THE CONTRACTOR DO HEREBY AGREE AS FOLLOWS:

1. 1.00.05 Amended Agreement shall be added to the Agreement and shall read as follows:

"Amended Agreement" shall be the Agreement between the City of Oakland and Waste Management of Alameda County dated September 9, 1992 as amended.

2. 1.01.05 City Facility shall be added to the Agreement and shall read as follows:

"City Facility" shall mean a building occupied by City employees or a building in which City services are provided. "City Facilities" may include Administrative, Fire, Police, Park, Recreation Center, Library, Headstart Centers, Service Centers, and other buildings.

3. ARTICLE 3.00 SERVICES PROVIDED BY CONTRACTOR in the Agreement shall be amended to read as follows:

Contractor shall collect, process and market all residential materials targeted for collection in the Contractor's Service Area at Single Family Dwellings, signed-up Multi-family Dwellings, and at designated City Facilities.

4. 3.03.09 Service to City Facilities shall be added to the Agreement and shall read as follows:

Collection from City Facilities shall be made between the hours of 7:00 a.m. and 5:00 p.m., Monday through Saturday, regardless of weather conditions. The Director may authorize an extension of hours on a route by route basis.

Collection from City Facilities shall be performed at the curbside or streetside or designated areas within the Facility confines and in compliance with all applicable City codes and ordinances. Exhibit I provides a list of designated City Facilities in Contractor's Service Area. Contractor shall, upon request by the City and agreement of service cost, provide service to any additional

City Facilities during the term of this agreement.

5. 4.03 City Facilities Recycling Containers shall be added to the Agreement and shall read as follows:

City Facilities shall be provided recycling containers (i.e. 18 gallon containers, bins or carts) with adequate capacity to store deposited recyclables for a minimum collection frequency of one week. Containers shall be subject to approval by City with approval not to be unreasonably withheld. City Facilities recycling containers shall be embossed, imprinted, or have decals with the City's name and logo. City Facilities' recycling containers shall be properly maintained, including washing of interior and exterior when necessary or as directed by the Director. Contractor shall retain ownership of all City Facilities recycling containers larger than approximately 18 gallons in volume. The number and size of the recycling containers to be provided to the City Facilities shall have adequate capacity. Location of the recycling containers shall be coordinated with the City.

Used motor oil containers for City Facilities shall be four-quart containers or larger. Contractor shall not be required to collect in excess of five (5) gallons from each City Facility each week. The collection, handling, and transportation of used motor oil containers shall be in compliance with all applicable laws and regulations.

Upon agreement end or agreement termination, Contractor shall remove all City Facilities recycling containers within four weeks unless other arrangements are made with the City.

6. ARTICLE 11.00 REPORTING REQUIREMENTS in the Agreement shall be amended to read as follows:

The Contractor shall be required to keep records and submit reports to comply with City reporting requirements. The reports shall be in a format similar to that of Exhibit C and approved by the Director and which may be revised by the Director upon thirty (30) days notice to the Contractor. In addition, Contractor shall be required to provide certified weight receipts for all materials collected through the Program. Said weight receipts must be obtained by using a certified scale/s approved by the Director. Additionally, material reporting for single family, multi-family and City Facility collections shall be done separately by a methodology submitted by Contractor and approved by the Director. Said methodology may include annual route sampling of representative accounts.

The City shall perform all monitoring and statistical evaluation of the Program with the cooperation of the Contractor. The City may, at any time, undertake inspections of the Contractor's operations.

The City may also undertake inspections of Contractor's non-operational obligations pursuant to this Agreement. Said inspections will occur during Contractor's business hours and City will provide a notification of at least twenty four (24) hours.

After formal notice, the City reserves the right to terminate the Agreement if Contractor intentionally falsifies report information or refuses to provide the required reports.

7. 11.01 Monthly Program Status Report in the Agreement shall be amended to read as follows:

The Contractor shall submit Monthly Program Status Reports for the duration of the agreement commencing the first month of collection. These reports shall be due within ten (10) business days from the end of each month. The Monthly Program Status Reports shall include but not be limited to the following:

- Notification of any route changes;
- Summaries of tonnages of all materials collected, by material, by route, except for used motor oil, which shall be measured by volume, for single family households, multi-family households, and City Facilities;
- Summaries of tonnages of all materials collected, by material, by route, except for used motor oil, which shall be measured by volume, for both single family and multi-family households;
- Summaries of tonnages of all materials sold, by material, except for used motor oil, which shall be measured by volume;
- Revenue generated for all materials sold, by material and sale price;
- Summary of tonnages of all contaminants/residues or non-recyclable material collected and/or generated through material processing, including a description of said material;
- Weekly Curbside Resident Participation - to be calculated as the number of set-outs divided by the number of eligible customers for each route;
- Monthly Curbside Resident Participation - to be presented as a summary of the overall weekly route participation;
- Monthly participation and new sign-ups of multi-family customer accounts including address and number of units for new and existing accounts, contact name and telephone number;
- Summary of contacted multi-family dwellings which were contacted but declined the service, including contact person, telephone number, time and date of call, and reason for decline of service.
- Daily summary of replacement recycling containers and requests for replacement containers including the following:
 1. Names and addresses of eligible customers who request replacement container(s).
 2. The date of request for replacement.
 3. The quantity of containers requested.
 4. The reason for replacement by category (i.e., lost, stolen, damaged or destroyed).
 5. The date of replacement for each request.
 6. A summary report of 1 through 5.
- Daily summary of missed collection including the following:
 1. Names and addresses of eligible customers who request missed collection service.
 2. Date of request.
 3. Date of collecting missed pick-ups.

4. Reason for missed collection.
- Daily summary of refused collection including the following:
 1. Names and addresses of eligible customers whose collection was refused.
 2. Date of refusal.
 3. Reason for collection refusal.
 4. Follow-up actions taken by Contractor.
 - Daily log of telephone calls received, and Contractor response made, including the following:
 1. Missed collection request.
 2. Complaints.
 3. Service calls.
 4. Recycling container replacement.
 5. Recycling program information.
 6. Other.

The City reserves the right to require Contractor's participation calculation methodology to conform to standards established by regulatory agencies, industry, or to use a methodology developed by the City.

8. 11.02 Quarterly Program Status Report in the Agreement shall be amended to read as follows:

The Contractor shall submit Quarterly Program Status Reports (using calendar quarters) within thirty (30) business days from the end of each quarter. The Quarterly Program Status Reports shall include but not be limited to the following.

- Summary of tonnages recovered by material, by route, except for used motor oil, which shall be measured by volume, for single family, multi-family and City Facilities;
- Summary of tonnages recovered by material, except for used motor oil, which shall be measured by volume, for single family, multi-family and City Facilities;
- Summary of tonnages of all materials sold, by material, except for used motor oil, which shall be measured by volume;
- Summary of revenue generated for all materials sold, by material;
- Summary of container replacement information;
- Summary of missed or refused collection information;
- Discussion of problems encountered and noteworthy experiences in program operation, including recommendations for program modification;
- Discussion of public awareness campaign efforts and impacts of said efforts;
- List of vehicles in service and license plate number and vehicle identification number;
- Summary of public awareness campaign and multi-family building outreach program activities and related expenditures;
- Summary of overall program costs and revenues, and details of expenditures of City funds;

1st Amendment to the Agreement between the City of Oakland and Waste Management of Alameda County

- Multi-family garbage account information including account name, address, service address (if different), contact person and phone number, number of dwelling units, and level and frequency of garbage service.

9. 11.03 Annual Program Status Report in the Agreement shall be amended to read as follows:

The Contractor shall submit Annual Program Status Reports within thirty (30) business days from the end of the calendar year being reported. The Annual Program Status Report shall include but not be limited to the following:

- A discussion of Public Awareness Campaign activities and their impact on participation and recovered volumes;
- A summary of Public Education expenditures;
- A summary of Multi-family dwelling Outreach expenditures;
- An assessment of the Program's impact on the local private recycling industry;
- A summary of the quantity of recycling containers delivered and remaining in stock;
- A correction and listing of any errors or omissions in Contractor's monthly and/or quarterly reports;
- Recommendations for modifications and/or improvements to the Program.

10. Paragraph f. shall be added to ARTICLE 12.00 PAYMENT TO CONTRACTOR and shall read:

- f. The Contractor's monthly City Facilities rate as provided by Exhibit I. The monthly City Facilities rate shall be prorated to a weekly basis if said collection service is provided for less than a full month. Receipt of collection service shall be demonstrated by the placement and service of recycling containers for targeted materials in designated areas within the proper confines of the City Facility.

11. 12.01 Monthly Contractor's Payment in the Agreement shall be amended to read as follows:

For the Initial Term and year one the Service Term of this Agreement, Contractor shall receive the following compensation rates per dwelling served:

City shall pay Contractor for service to single family dwellings at the monthly rate of \$1.65.

City shall pay Contractor for service to 56,533 single family dwellings.

City shall pay Contractor for service to multi-family dwellings at the monthly rate of \$1.65.

City shall pay Contractor for service to City Facilities at those monthly rates included as Exhibit I.

12. Paragraph h. shall be added to 12.02 Annual Adjustments to Contractor's Payment and shall read:

- h. The monthly City Facility rates attached as Exhibit I shall be adjusted upward or

1st Amendment to the Agreement between the City of Oakland and Waste Management of Alameda County

downward each year beginning January 1, 1996 as provided in this section.

13. 13.16 Compliance with City's Divestment Ordinance in the Agreement shall be deleted.
14. 13.20 Entirety of Agreement in the Agreement shall be amended to read as follows:

This Agreement, including amendments, constitutes the entire agreement between the parties relating to this subject of this Agreement and supersedes all promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

15. 13.31 Amendments in the Agreement shall be amended to read as follows:

No modification, amendment, supplement to, or waiver of this Agreement, or any of its provisions, will be binding on the parties unless made in writing and signed by both parties. Any amendments to this Agreement that are related to operational or administrative adjustments shall be approved by the Director and the Contractor and executed in writing. Other amendments, particularly those related to compensation and risk allocation, shall be approved by the Oakland City Council and the Contractor and executed in writing.

16. Except as amended hereinabove, all other terms and conditions of the Agreement shall remain in full force and effect.

CITY OF OAKLAND
A Municipal Corporation

BY: 
For the City Manager

WASTE MANAGEMENT OF ALAMEDA COUNTY
A California Corporation

BY: 

APPROVED AS TO FORM
AND LEGALITY:

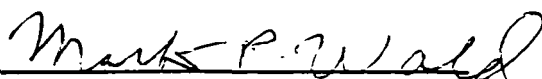

City Attorney

TABLE OF EXHIBITS

Exhibit A	Residential Recycling Geographic Sectors
Exhibit B	Fire Area Map
Exhibit C	Sample Report Forms
Exhibit D	Market Price Indicators
Exhibit E	Salvage Revenues
Exhibit F	MBE/WBE Program Requirements
Exhibit G	Affidavit E of South Africa Divestment
Exhibit H	Affidavit F of South Africa Divestment
Exhibit I	List of Designated City Facilities

EXHIBIT I

WASTE MANAGEMENT OF ALAMEDA COUNTY

Department	Facility	Address	Service Level	# of Equiv. Units	Monthly Rate
OPD	Animal Shelter	Ford & Lancaster	One bin	1	\$3.73
Head Start	Lockhaven	1327 65th Ave.	One bin (Seasonal)	1	\$3.73
Head Start	San Antonio CDC	2228 E. 15th St.	One bin (Seasonal)	1	\$3.73
Head Start	Brann #1, 2	6038 Brann St.	One bin (Seasonal)	1	\$3.73
Head Start	Eastmont Mall #1, 2, 3	6900 Bancroft Ave.	One bin (Seasonal)	1	\$3.73
Head Start	St. James	1540 12th Ave.	One bin (Seasonal)	1	\$3.73
Head Start	Brookfield	501 Jones St.	One bin (Seasonal)	1	\$3.73
Head Start	55th Ave	1800 55th Ave.	One bin (Seasonal)	1	\$3.73
Head Start	Arroyo Viejo	7701 Krause Ave.	One bin (Seasonal)	1	\$3.73
Head Start	E.Y.O.D.C.	8200 E. 14th Ave.	One bin (Seasonal)	1	\$3.73
Head Start	Manzanita	2701 22nd Ave.	One bin (Seasonal)	1	\$3.73
Head Start	San Antonio Park	1701 E. 19th St.	One bin (Seasonal)	1	\$3.73
Head Start	Tassafaronga	975 85th Ave.	One bin (Seasonal)	1	\$3.73
Head Start	92nd Avenue	9202 E. 14th St.	One bin (Seasonal)	1	\$3.73
Head Start	Virginia Avenue	4335 Virginia Ave.	One bin (Seasonal)	1	\$3.73
Library	Melrose	4805 Foothill Blvd.	One bin	1	\$3.73
Library	Brookfield	9600 Edes Ave.	One bin	1	\$3.73
Library	Linn American	1900 Fruitvale Ave.	One bin	1	\$3.73
Library	Elmhurst	1427 38th Ave.	One bin	1	\$3.73
Library	Eastmont	175 Eastmont Mall	One bin	1	\$3.73
Library	Martin Luther King	6833 E. 14th St.	One bin	1	\$3.73
OFD	Firehouse #23	7100 Foothill Blvd.	Two bins	2	\$7.46
OFD	Firehouse #4	1235 E. 14th St.	Four toters	4	\$14.92
OFD	Firehouse #26	12660 98th Ave.	Two bins	2	\$7.46
OFD	Firehouse #13	1225 Derby Ave.	Two bins	2	\$7.46
OFD	Firehouse #16	13600 13th Ave.	Two bins	2	\$7.46
OFD	Firehouse #17	1344 High St.	Two bins	2	\$7.46
OFD	Firehouse #18	1700 50th Ave.	Four toters	4	\$14.92
OFD	Firehouse #27	13501 Pardee Drive	Two bins	2	\$7.46
OFD	Firehouse # 25	12795 Butters Drive	Two bins	2	\$7.46
OFD	Firehouse #14	13459 Champion St.	One bin	1	\$3.73
OFD	Firehouse #20	11270 93rd Ave.	Four toters	4	\$14.92
OFD	Firehouse #21	13150 Skyline Blvd.	One bin	1	\$3.73
OFD	Firehouse #29	11016 66th Ave.	Two bins	2	\$7.46
OFD	Drill Tower #2	2228 E. 15th St.	One bin	1	\$3.73
OPR	Rainbow Rec. Ctr	E. 14th/56th Ave.	One bin	1	\$3.73
OPR	Live Oak Swimming Pool	1055 MacArthur Blvd.	One bin	1	\$3.73
OPR	Manzanita Rec. Ctr	2701 22nd Ave.	One bin	1	\$3.73
OPR	Franklin Rec. Ctr	1010 E. 15th St.	One bin	1	\$3.73
OPR	Sherfield Rec. Ctr	243 Marlow Drive	One bin	1	\$3.73
OPR	Concordia Rec. Ctr	63rd/Brand St.	One bin	1	\$3.73
OPR	San Antonio Rec. Ctr	1701 E. 19th Ave.	One bin	1	\$3.73
OPR	Brookfield Rec Ctr	525 Jones Ave.	One bin	1	\$3.73
OPR	Fremont Swimming Pool	4550 Foothill Blvd.	One bin	1	\$3.73
OPR	Brookdale Rec Ctr	2535 High St.	One bin	1	\$3.73
OPR	Sandborn Rec. Ctr	1637 Fruitvale Ave.	One bin	1	\$3.73
OPR	Tassafaronga Rec. Ctr	975 85th Ave.	One bin	1	\$3.73
OPR	Redwood Rec. Ctr	13731 Redwood Road	One bin	1	\$3.73
OPR	Arroyo Viejo Rec Ctr	7701 Krause St.	One bin	1	\$3.73
OPR	Allendale Rec Ctr	13711 Suter St.	One bin	1	\$3.73
OPR	Chabot Golf Course	Golf Links Road	One bin	1	\$3.73
OPD	Eastmont Substation	2701 73rd Ave.	One bin	1	\$3.73
Council	Council District Office	1449 Miller Ave.	One bin	1	\$3.73
Council	Council District Office	#10 Eastmont Mall	One bin	1	\$3.73
TOTAL				71	\$264.83

Total Service Level: 59 bins, 12 toters

Deliver: 59 bins, 12 toters

Equivalent Unit Count: 71 units

mpw

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT is entered into this 31st day of July, 1995, by and between the CITY OF OAKLAND, a municipal corporation, hereinafter referred to as "City", and WASTE MANAGEMENT OF ALAMEDA COUNTY INCORPORATED, a California Corporation, hereinafter referred to as "Contractor."

RECITALS

WHEREAS, the City and Contractor entered into an agreement dated November 2, 1992, hereinafter referred to as the "Agreement," to provide services for the City's Residential Recycling Program; and

WHEREAS, the City and Contractor desire to amend the Agreement; and

NOW THEREFORE THE CITY AND THE CONTRACTOR DO HEREBY AGREE AS FOLLOWS:

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City Facilities during the term of this agreement.

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Used motor oil containers for City Facilities shall be four-quart containers or larger. Contractor shall not be required to collect in excess of five (5) gallons from each City Facility each week. The collection, handling, and transportation of used motor oil containers shall be in compliance with all applicable laws and regulations.

Upon agreement end or agreement termination, Contractor shall remove all City Facilities recycling containers within four weeks unless other arrangements are made with the City.

6. ARTICLE 11.00 REPORTING REQUIREMENTS in the Agreement shall be amended to read as follows:

The Contractor shall be required to keep records and submit reports to comply with City reporting requirements. The reports shall be in a format similar to that of Exhibit C and approved by the Director and which may be revised by the Director upon thirty (30) days notice to the Contractor. In addition, Contractor shall be required to provide certified weight receipts for all materials collected through the Program. Said weight receipts must be obtained by using a certified scale/s approved by the Director. Additionally, material reporting for single family, multi-family and City Facility collections shall be done separately by a methodology submitted by Contractor and approved by the Director. Said methodology may include annual route sampling of representative accounts.

The City shall perform all monitoring and statistical evaluation of the Program with the cooperation of the Contractor. The City may, at any time, undertake inspections of the Contractor's operations.

The City may also undertake inspections of Contractor's non-operational obligations pursuant to this Agreement. Said inspections will occur during Contractor's business hours and City will provide a notification of at least twenty four (24) hours.

After formal notice, the City reserves the right to terminate the Agreement if Contractor intentionally falsifies report information or refuses to provide the required reports.

7. 11.01 Monthly Program Status Report in the Agreement shall be amended to read as follows:

The Contractor shall submit Monthly Program Status Reports for the duration of the agreement commencing the first month of collection. These reports shall be due within ten (10) business days from the end of each month. The Monthly Program Status Reports shall include but not be limited to the following:

- Notification of any route changes;
- Summaries of tonnages of all materials collected, by material, by route, except for used motor oil, which shall be measured by volume, for single family households, multi-family households, and City Facilities;
- Summaries of tonnages of all materials collected, by material, by route, except for used motor oil, which shall be measured by volume, for both single family and multi-family households;
- Summaries of tonnages of all materials sold, by material, except for used motor oil, which shall be measured by volume;
- Revenue generated for all materials sold, by material and sale price;
- Summary of tonnages of all contaminants/residues or non-recyclable material collected and/or generated through material processing, including a description of said material;
- Weekly Curbside Resident Participation - to be calculated as the number of set-outs divided by the number of eligible customers for each route;
- Monthly Curbside Resident Participation - to be presented as a summary of the overall weekly route participation;
- Monthly participation and new sign-ups of multi-family customer accounts including address and number of units for new and existing accounts, contact name and telephone number;
- Summary of contacted multi-family dwellings which were contacted but declined the service, including contact person, telephone number, time and date of call, and reason for decline of service.
- Daily summary of replacement recycling containers and requests for replacement containers including the following:
 1. Names and addresses of eligible customers who request replacement container(s).
 2. The date of request for replacement.
 3. The quantity of containers requested.
 4. The reason for replacement by category (i.e., lost, stolen, damaged or destroyed).
 5. The date of replacement for each request.
 6. A summary report of 1 through 5.
- Daily summary of missed collection including the following:
 1. Names and addresses of eligible customers who request missed collection service.
 2. Date of request.
 3. Date of collecting missed pick-ups.

1st Amendment to the Agreement between the City of Oakland and Waste Management of Alameda County

4. Reason for missed collection.
- Daily summary of refused collection including the following:
 1. Names and addresses of eligible customers whose collection was refused.
 2. Date of refusal.
 3. Reason for collection refusal.
 4. Follow-up actions taken by Contractor.
 - Daily log of telephone calls received, and Contractor response made, including the following:
 1. Missed collection request.
 2. Complaints.
 3. Service calls.
 4. Recycling container replacement.
 5. Recycling program information.
 6. Other.

The City reserves the right to require Contractor's participation calculation methodology to conform to standards established by regulatory agencies, industry, or to use a methodology developed by the City.

8. 11.02 Quarterly Program Status Report in the Agreement shall be amended to read as follows:

The Contractor shall submit Quarterly Program Status Reports (using calendar quarters) within thirty (30) business days from the end of each quarter. The Quarterly Program Status Reports shall include but not be limited to the following.

- Summary of tonnages recovered by material, by route, except for used motor oil, which shall be measured by volume, for single family, multi-family and City Facilities;
- Summary of tonnages recovered by material, except for used motor oil, which shall be measured by volume, for single family, multi-family and City Facilities;
- Summary of tonnages of all materials sold, by material, except for used motor oil, which shall be measured by volume;
- Summary of revenue generated for all materials sold, by material;
- Summary of container replacement information;
- Summary of missed or refused collection information;
- Discussion of problems encountered and noteworthy experiences in program operation, including recommendations for program modification;
- Discussion of public awareness campaign efforts and impacts of said efforts;
- List of vehicles in service and license plate number and vehicle identification number;
- Summary of public awareness campaign and multi-family building outreach program activities and related expenditures;
- Summary of overall program costs and revenues, and details of expenditures of City funds;

1st Amendment to the Agreement between the City of Oakland and Waste Management of Alameda County

- Multi-family garbage account information including account name, address, service address (if different), contact person and phone number, number of dwelling units, and level and frequency of garbage service.

9. 11.03 Annual Program Status Report in the Agreement shall be amended to read as follows:

The Contractor shall submit Annual Program Status Reports within thirty (30) business days from the end of the calendar year being reported. The Annual Program Status Report shall include but not be limited to the following:

- A discussion of Public Awareness Campaign activities and their impact on participation and recovered volumes;
- A summary of Public Education expenditures;
- A summary of Multi-family dwelling Outreach expenditures;
- An assessment of the Program's impact on the local private recycling industry;
- A summary of the quantity of recycling containers delivered and remaining in stock;
- A correction and listing of any errors or omissions in Contractor's monthly and/or quarterly reports;
- Recommendations for modifications and/or improvements to the Program.

10. Paragraph f. shall be added to ARTICLE 12.00 PAYMENT TO CONTRACTOR and shall read:

- f. The Contractor's monthly City Facilities rate as provided by Exhibit I. The monthly City Facilities rate shall be prorated to a weekly basis if said collection service is provided for less than a full month. Receipt of collection service shall be demonstrated by the placement and service of recycling containers for targeted materials in designated areas within the proper confines of the City Facility.

11. 12.01 Monthly Contractor's Payment in the Agreement shall be amended to read as follows:

For the Initial Term and year one the Service Term of this Agreement, Contractor shall receive the following compensation rates per dwelling served:

City shall pay Contractor for service to single family dwellings at the monthly rate of \$1.65.

City shall pay Contractor for service to 56,533 single family dwellings.

City shall pay Contractor for service to multi-family dwellings at the monthly rate of \$1.65.

City shall pay Contractor for service to City Facilities at those monthly rates included as Exhibit I.

12. Paragraph h. shall be added to 12.02 Annual Adjustments to Contractor's Payment and shall read:

- h. The monthly City Facility rates attached as Exhibit I shall be adjusted upward or

1st Amendment to the Agreement between the City of Oakland and Waste Management of Alameda County

downward each year beginning January 1, 1996 as provided in this section.

13. 13.16 Compliance with City's Divestment Ordinance in the Agreement shall be deleted.

14. 13.20 Entirety of Agreement in the Agreement shall be amended to read as follows:

This Agreement, including amendments, constitutes the entire agreement between the parties relating to this subject of this Agreement and supersedes all promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

15. 13.31 Amendments in the Agreement shall be amended to read as follows:

No modification, amendment, supplement to, or waiver of this Agreement, or any of its provisions, will be binding on the parties unless made in writing and signed by both parties. Any amendments to this Agreement that are related to operational or administrative adjustments shall be approved by the Director and the Contractor and executed in writing. Other amendments, particularly those related to compensation and risk allocation, shall be approved by the Oakland City Council and the Contractor and executed in writing.

16. Except as amended hereinabove, all other terms and conditions of the Agreement shall remain in full force and effect.

CITY OF OAKLAND
A Municipal Corporation

BY: 
For the City Manager

WASTE MANAGEMENT OF ALAMEDA COUNTY
A California Corporation

BY: 

APPROVED AS TO FORM
AND LEGALITY:


City Attorney

TABLE OF EXHIBITS

Exhibit A	Residential Recycling Geographic Sectors
Exhibit B	Fire Area Map
Exhibit C	Sample Report Forms
Exhibit D	Market Price Indicators
Exhibit E	Salvage Revenues
Exhibit F	MBE/WBE Program Requirements
Exhibit G	Affidavit E of South Africa Divestment
Exhibit H	Affidavit F of South Africa Divestment
Exhibit I	List of Designated City Facilities

EXHIBIT I

WASTE MANAGEMENT OF ALAMEDA COUNTY

Department	Facility	Address	Service Level	# of Equiv. Units	Monthly Rate
OPD	Animal Shelter	Ford & Lancaster	One bin	1	\$3.73
Head Start	Lockhaven	1327 65th Ave.	One bin (Seasonal)	1	\$3.73
Head Start	San Antonio CDC	2228 E. 15th St.	One bin (Seasonal)	1	\$3.73
Head Start	Brann #1, 2	6038 Brann St.	One bin (Seasonal)	1	\$3.73
Head Start	Eastmont Mall #1, 2, 3	6900 Bancroft Ave.	One bin (Seasonal)	1	\$3.73
Head Start	St. James	1540 12th Ave.	One bin (Seasonal)	1	\$3.73
Head Start	Brookfield	501 Jones St.	One bin (Seasonal)	1	\$3.73
Head Start	55th Ave	1800 55th Ave.	One bin (Seasonal)	1	\$3.73
Head Start	Arroyo Viejo	7701 Krause Ave.	One bin (Seasonal)	1	\$3.73
Head Start	E.Y.O.D.C.	8200 E. 14th Ave.	One bin (Seasonal)	1	\$3.73
Head Start	Manzanita	2701 22nd Ave.	One bin (Seasonal)	1	\$3.73
Head Start	San Antonio Park	1701 E. 19th St.	One bin (Seasonal)	1	\$3.73
Head Start	Tassafaronga	975 85th Ave.	One bin (Seasonal)	1	\$3.73
Head Start	92nd Avenue	9202 E. 14th St.	One bin (Seasonal)	1	\$3.73
Head Start	Virginia Avenue	4335 Virginia Ave.	One bin (Seasonal)	1	\$3.73
Library	Melrose	4805 Foothill Blvd.	One bin	1	\$3.73
Library	Brookfield	9600 Edes Ave.	One bin	1	\$3.73
Library	Latin American	1900 Fruitvale Ave.	One bin	1	\$3.73
Library	Elmhurst	1427 38th Ave.	One bin	1	\$3.73
Library	Eastmont	175 Eastmont Mall	One bin	1	\$3.73
Library	Martin Luther King	6833 E. 14th St.	One bin	1	\$3.73
OFD	Firehouse #23	7100 Foothill Blvd.	Two bins	2	\$7.46
OFD	Firehouse #4	1235 E. 14th St.	Four toters	4	\$14.92
OFD	Firehouse #26	2660 98th Ave.	Two bins	2	\$7.46
OFD	Firehouse #13	1225 Derby Ave.	Two bins	2	\$7.46
OFD	Firehouse #16	3600 13th Ave.	Two bins	2	\$7.46
OFD	Firehouse #17	3344 High St.	Two bins	2	\$7.46
OFD	Firehouse #18	1700 50th Ave.	Four toters	4	\$14.92
OFD	Firehouse #27	3501 Pardee Drive	Two bins	2	\$7.46
OFD	Firehouse # 25	2795 Burners Drive	Two bins	2	\$7.46
OFD	Firehouse #14	3459 Champion St.	One bin	1	\$3.73
OFD	Firehouse #20	1270 93rd Ave.	Four toters	4	\$14.92
OFD	Firehouse #21	13150 Skyline Blvd.	One bin	1	\$3.73
OFD	Firehouse #29	1016 66th Ave.	Two bins	2	\$7.46
OFD	Drill Tower #2	2228 E. 15th St.	One bin	1	\$3.73
OPR	Rainbow Rec. Ctr	E. 14th/56th Ave.	One bin	1	\$3.73
OPR	Live Oak Swimming Pool	1055 MacArthur Blvd.	One bin	1	\$3.73
OPR	Manzanita Rec. Ctr	2701 22nd Ave.	One bin	1	\$3.73
OPR	Franklin Rec. Ctr	1010 E. 15th St.	One bin	1	\$3.73
OPR	Sherfield Rec. Ctr	243 Mariow Drive	One bin	1	\$3.73
OPR	Concordia Rec. Ctr	63rd/Brand St.	One bin	1	\$3.73
OPR	San Antonio Rec. Ctr	1701 E. 19th Ave.	One bin	1	\$3.73
OPR	Brookfield Rec Ctr	525 Jones Ave.	One bin	1	\$3.73
OPR	Fremont Swimming Pool	4550 Foothill Blvd.	One bin	1	\$3.73
OPR	Brookdale Rec Ctr	2535 High St.	One bin	1	\$3.73
OPR	Sanborn Rec. Ctr	1637 Fruitvale Ave.	One bin	1	\$3.73
OPR	Tassafaronga Rec. Ctr	975 85th Ave.	One bin	1	\$3.73
OPR	Redwood Rec. Ctr	3731 Redwood Road	One bin	1	\$3.73
OPR	Arroyo Viejo Rec Ctr	7701 Krause St.	One bin	1	\$3.73
OPR	Allendale Rec Ctr	3711 Suter St.	One bin	1	\$3.73
OPR	Chabot Golf Course	Golf Links Road	One bin	1	\$3.73
OPD	Eastmont Substation	2701 73rd Ave.	One bin	1	\$3.73
Council	Council District Office	1449 Miller Ave.	One bin	1	\$3.73
Council	Council District Office	#10 Eastmont Mall	One bin	1	\$3.73
TOTAL				71	\$264.83

Total Service Level: 59 bins, 12 toters

Deliver: 59 bins, 12 toters

Equivalent Unit Count: 71 units