

CITY OF OAKLAND



250 Frank H. Ogawa Plaza, Suite 5301 OAKLAND, CALIFORNIA 94612-2034

Public Works Agency
Environmental Services Division

FAX (510) 238-7286
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June 16, 2011

Mr. Bob Angell
Director of Municipal Contracts and Compliance
Waste Management of Alameda County
172 98th Avenue
Oakland, CA 94603

RE: Fully Executed 8th Amendment to Franchise Agreement – Term Extension

Dear Mr. Angell,

Enclosed please find a fully executed original of the 8th Amendment to the Franchise Agreement between the City of Oakland and Waste Management of Alameda County, which extends the term of the Franchise Agreement until June 30, 2015.

Should you have any questions, please contact Becky Dowdakin or myself.

Sincerely,


Susan Kattchee
Manager, Environmental Services

Enclosures

cc: Brooke Levin
Becky Dowdakin

ORIGINAL

8th AMENDMENT TO FRANCHISE AGREEMENT

This 8th Amendment, 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" is effective as of June 1, 2011.

RECITALS

Whereas, the City and Contractor entered into a 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 Supplemental Agreement dated July 1, 1996; and

Whereas, the City and Contractor entered into a Settlement Agreement dated July 26, 1996, and the Second Settlement Agreement dated March 1, 1999, and a Settlement Agreement dated July 1, 2008; and

Whereas, the City and Contractor entered into First Amendment to Franchise Agreement dated October 1, 1997; Second Amendment to Franchise Agreement dated March 1, 1998; Third Amendment to Franchise Agreement dated March 1, 1999; Fourth Amendment to Franchise Agreement effective February 1, 1998;

Whereas, the City and Contractor entered into the Fifth Amendment to Franchise Agreement effective January 1, 2005, which extended ending date of the Agreement Term from December 31, 2010 to December 31, 2012 among other changes;

Whereas, the City and Contractor entered into the Sixth Amendment to Franchise Agreement effective July 1, 2006; and Seventh Amendment to Franchise Agreement effective May 15, 2009; and

Whereas, Section 3.2 of the Franchise Agreement states that the Term of the Agreement shall end at midnight on December 31, 2012; and

Whereas Section 3.3 of the Franchise Agreement states that the City may extend the Term at its sole discretion for up to three (3) years under the then existing terms and conditions; and

Whereas, per Section 3.3 of the Franchise Agreement, the City gave Contractor notice in writing on April 11, 2011 that the City is exercising its option to extend the Term of the Agreement by two-and-one-half years, to June 30, 2015.

NOW, THEREFORE, FOR THE REASONS STATED ABOVE AND IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS, AND CONDITIONS CONTAINED SET FORTH IN THIS AGREEMENT AND OTHER GOOD AND VALUABLE CONSIDERATIONS, THE CITY AND CONTRACTOR AGREE TO AMEND THE FRANCHISE AGREEMENT AS FOLLOWS:

1. Incorporation by Reference.

The above recitals are incorporated herein by reference and are made part of this Amendment including Settlement Agreement dated July 26, 1996, the Second Settlement Agreement dated March 1, 1999, and a Settlement Agreement dated July 1, 2008. Contractor agrees that it shall continue, until the expiration of the extended Term of the Franchise Agreement as provided in Paragraphs 2 and 3 of this Eighth Amendment, the following provisions of the Settlement Agreement dated July 1, 2008, to collect: "non-bottle rigid plastic containers as a Targeted Material in the residential recycling program" as set forth in B (i), "household dry cell batteries" as set forth in B (ii), and "yard trimmings and food scraps collection for Multi-Family Dwelling buildings" as set forth in B (iii).

2. Section 3.2 is amended as follows:

"Term. The term of this agreement shall begin on December 1, 1995 and shall end at midnight on June 30, 2015."


3. Section 3.3 is amended as follows:

"Option to Extend Term. At the expiration of the Term, this Agreement may be continued on a month-to-month basis with the mutual consent of the City and Contractor for up to a maximum of twelve (12) months."

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

RECOMMENDED FOR APPROVAL

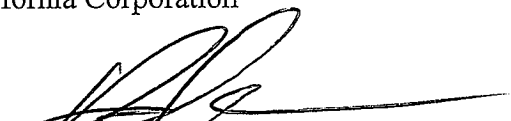
BY:


Brooke A. Levin
Assistant Director, Public Works Agency

6-7-11
Date

WASTE MANAGEMENT
OF ALAMEDA COUNTY, INC.
A California Corporation

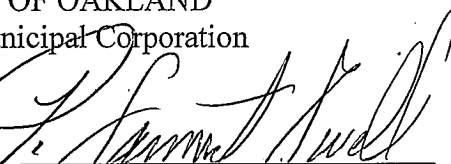
BY:


Barry Skolnick
Area Vice President

5/31/2011
Date

CITY OF OAKLAND
A Municipal Corporation


BY:


P. Lamont Ewell
Interim City Administrator

Date

APPROVED AS TO FORM:

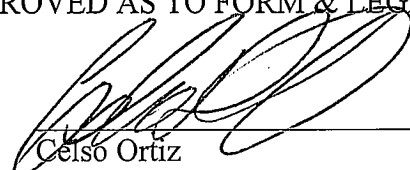
BY:


John Lynn Smith
Counsel

6/3/2011
Date

APPROVED AS TO FORM & LEGALITY:

BY:


Celso Ortiz
Deputy City Attorney

6/10/11
Date