File No. 120741

Committee Item No. 10
Board Item No. _____

# COMMITTEE/BOARD OF SUPERVISORS

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**Committee:** Budget and Finance Sub-Committee **Date** 7/25/12

**Board of Supervisors Meeting** **Date** _____

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**Completed by:** Victor Young **Date** July 19, 2012
**Completed by:** Victor Young **Date** _____

An asterisked item represents the cover sheet to a document that exceeds 25 pages.
The complete document can be found in the file.

[Agreement Amendment - Treasure Island Refuse Collection]

**Resolution approving an amendment to the refuse collection agreement between the Treasure Island Development Authority and Golden Gate Disposal and Recycling Company to extend the term and adjust the collection fee for refuse collection services at Treasure Island.**

WHEREAS, Former Naval Station Treasure Island is a military base located on Treasure Island and Yerba Buena Island (together, the "Base"), which is currently owned by the United States of America (the "Navy"); and,

WHEREAS, The Base was selected for closure and disposition by the Base Realignment and Closure Commission in 1993, acting under Public Law 101-510, and its subsequent amendments; and,

WHEREAS, On May 2, 1997, the Board of Supervisors passed Resolution No. 380-97, authorizing the Mayor's Treasure Island Project Office to establish a nonprofit public benefit corporation known as the Treasure Island Development Authority (the "Authority") to act as a single entity focused on the planning, redevelopment, reconstruction, rehabilitation, reuse and conversion of the Base for the public interest, convenience, welfare and common benefit of the inhabitants of the City and County of San Francisco; and,

WHEREAS, The Board of Supervisors rescinded designation of the Authority as the redevelopment agency for Treasure Island under California Community Redevelopment Law in Resolution No. 11-12; and that such rescission does not affect Authority's status as the Local Redevelopment Authority for Treasure Island or the tidelands trust trustee for the portions of Treasure Island subject to the tidelands trust, or any of the other powers or authority; and

WHEREAS, Under the Act and the Authority's Articles of Incorporation and Bylaws, the Authority, acting by and through its Board of Directors (the "Board"), has the power, subject to applicable laws, to enter into agreements or contracts for the procurement of goods and services related to the activities and purposes of the Authority; and,

WHEREAS, Golden Gate Disposal and Recycling Company, a California corporation ("Golden Gate"), and the Authority have entered into that certain Refuse Collection Agreement (as amended from time to time, the "Agreement") dated September 1, 2002; and,

WHEREAS, The Authority has approved extensions to the Agreement and the current term expires on the earlier of (i) the transfer of the Base to the Authority or (ii) July 31, 2012; and,

WHEREAS, Transfer of the Base from the Navy to the Authority should occur in the next 12 to 18 months; and,

WHEREAS, Upon transfer of the Base to the Authority, the City and County of San Francisco's refuse collection routes likely will be expanded to include Treasure Island and Yerba Buena Island, whereupon, the City's refuse collection permit holder will have the obligation to collect refuse on Treasure Island and Yerba Buena Island; and,

WHEREAS, Golden Gate and its sister company, Sunset Scavenger, both subsidiaries of Recology, Inc., are the current permit holder for refuse collection services in the City and County of San Francisco; and,

WHEREAS, The Collection Fee is one of the components in the formula for calculating the Billing Rate under Section 37 of the Agreement; and,

WHEREAS, Contractor has requested a rate adjustment in the Collection Fee in accordance with the change in the Consumer Price Index since the prior adjustment of the Collection Fee in May 2010; and,

WHEREAS, The Consumer Price Index increased 3.57% between May 2010 and May 2011, which, in accord with Section 37 of the Agreement, would result in an increase in the Collection Fee from $12.67 to $13.12 per yard ($8.75 per 32-gallon container), resulting in an increase in the billing rate to customers from $23.47 to $23.77per 32-gallon container: and,

WHEREAS, The Authority's contracts in excess of $1,000,000 or 10 years require San Francisco Board of Supervisors approval and this contract falls within that provision; now therefore, be it

RESOLVED, That the Board of Supervisors hereby approves the Amendment and authorizes the Director of Island Operations of the Authority or her designee to execute and enter into the Amendment in substantially the form of the Eleventh Amendment to Refuse Collection Agreement filed with the Clerk of the Board of Supervisors in File No. 120741 and any additions, amendments or other modifications to such Amendment(including, without limitation, its exhibits) that the Director of Island Operations of the Authority or her designee determines, in consultation with the City Attorney, are in the best interests of the Authority and do not otherwise materially increase the obligations or liabilities of the Authority, and are necessary or advisable to effectuate the purpose and intent of this resolution.

**Treasure Island Development Authority**
**City and County of San Francisco**

**Resolution Approving an Amendment to the Refuse Collection Agreement between the Treasure Island Development Authority and Golden Gate Disposal and Recycling Company to Extend the Term and Adjust the Collection Fee for Refuse Collection Services at Treasure Island.**

## SUMMARY OF PROPOSED ACTION:

This item seeks approval and authorization to execute an Eleventh Amendment to the Refuse Collection Agreement between the Golden Gate Disposal and Recycling Company and the Treasure Island Development Authority to Extend the Term until the earlier of a) the Navy's transfer of former Naval Station Treasure Island to the Authority; or b) November 30, 2013, and to adjust the Collection Fee for Refuse Collection Services at Treasure Island to account for change in the Consumer Price Index.

## BACKGROUND:

During the United State Navy's (the "Navy") occupation of now-former Naval Station Treasure Island (heretofore referred to as "Treasure Island") on-Island refuse collection permits were issued consistent with the Federal Facilities Refuse Collection Permit Regulation (the "Federal Facilities Regulation") as adopted by the City's Health Commission in 1992. The Federal Facilities Regulation governed the issuance of refuse collection permits for federal facilities located within City boundaries, including Naval Station Treasure Island.

The portions of Treasure Island now under the management of the Treasure Island Development Authority (the "Authority") are no longer considered active Federal facilities for the purposes of the Federal Facilities Regulation. The Base Caretaker Cooperative Agreement dated March 12, 1997, as amended from time to time (the "Cooperative Agreement"), between the Navy and the Authority, requires the Authority provide certain municipal services to Treasure Island and assume certain property management responsibilities for Treasure Island, including provision of refuse collection. Refuse collection on Treasure Island is currently governed by the Regulation for Issuance of Refuse Collection Permits for Non-Federal Facilities at Treasure Island and Yerba Buena Island (the "TI/YBI Refuse Permit Regulation"), adopted by the City's Health Commission in 1999.

On August 18, 1999 the Authority's Board of Directors approved an original three year contract with for refuse collection services (the "Original Agreement") with Golden Gate Disposal and Recycling Company ("Golden Gate"). This Original Agreement expired on September 1, 2002. After a second competitive solicitation process, the Authority Board approved a new contract with Golden Gate (the "Existing Agreement") on August 14, 2002. The Authority has subsequently approved amendments to the Existing Agreement. These prior amendments extended the term and allowed for adjustments to collection rates accounting for increases in the Consumer Price Index . These short-term extensions of the Existing Agreement allows the Authority to provide consistent

collection services to Treasure Island during the continued interim reuse of Treasure Island as required under the Cooperative Agreement. The current extension to the Existing Agreement expires on July 31, 2012. Golden Gate currently holds a refuse collection permit for Treasure Island under the TI/YBI Refuse Permit Regulation. The proposed Eleventh Amendment to the Existing Agreement extends the term to the earlier of a.) the Navy's transfer of Treasure Island to the Authority; or b.) November 30, 2013.

An extension of the Existing Agreement provides the least amount of disruption to Island residents and is assures provision of services to Treasure Island that are comparable to services provided in the City.. Project Office staff has been informed by Treasure Island Development Project staff that transfer of Treasure Island from the Navy to the Authority should occur within the next 12 to 18 months. Because the City's refuse collection routes under the 1932 Ordinance likely will be expanded to include Treasure Island upon the transfer of the property, soliciting a new contract for refuse collection services during the current interim reuse period would allow a new vendor a limited opportunity to recover its investment, serving as a strong disincentive for a attracting multiple bidders.

Under Section 37 of the Existing Agreement, the amount that Golden Gate can bill customers (the "Billing Rate") for refuse collection services is calculated as follows.

*Bill=(FrequencyofCollection)(ContainerVolume@Site)(CollectionFee+Tippingfee@TransferStation/6.25)*

The "Frequency of Collection" at TI/YBI is 4.33 collections per month. For the standard 32-gallon container, the "Container Volume" is 0.154 yards. The current "Collection Fee" is $12.67 per yard. The "Tipping Fee@Transfer Station," which is also sometimes referred to as the "Disposal Rate," is the amount that Golden Gate pays to the Transfer Station operator, Recology San Francisco, for transfer of waste to a landfill. For purposes of calculating the Billing Rate charged customers, Golden Gate currently uses a Tipping Fee/Disposal Rate equal to $140.76 per ton, in accord with the City's Department of Public Works ("DPW") Rate Order No. 176,099. The result is a current Treasure Island Billing of $23.47 per 32-gallon container.

Golden Gate proposes the following adjustments to the Billing Rate:

I. Effective August 1, 2012, there will be a Cost of Living Adjustment ("COLA") to the Collection Fee, but the pass-through Tipping Fee/Disposal Rate will not be changed because the Recology Companies have not submitted a successor rate order to the one that was filled and approved as DPW Rate Order No. 176,099. In the event that the Recology Companies submit and obtain approval for a new rate order the Tipping Fees established under the new DPW order will be passed through to the Authority.

According to Section 28 of the Existing Agreement, any change to the Collection Fee requires the Authority's approval, granted by nature of Authority Board approval of this Eleventh Amendment at its June 13, 2012 meeting. The current Collection Fee of $12.67 per yard has been in effect since April 1, 2011 and is based on the change in the

Consumer Price Index (CPI) from May 2009 to May 2010. The proposed adjustment is based on the change in the CPI from May 1, 2010 to May 1, 2011, which was 3.57%. Application of the CPI change to the current Collection Fee would lead to an increase in the Collection Fee from $12.67 per yard to $13.12 per yard, or $8.75 per 32-gallon container, effective August 1, 2012.

The refuse collection services that Golden Gate provides at Treasure Island are complex and integrated with services provided by its sister companies in the City. Requirements for Treasure Island service include managing an infrastructure capable of meeting aggressive recycling goals established by the City, managing acceptance and disposal of household hazardous waste materials, managing bulky item collection and maintaining standards of service and responsiveness to customers. Under the Existing Agreement Golden Gate provides all of these services on Treasure Island at a rate that is lower than that currently paid by City residents.

**RECOMMENDATION:**

Approve the Eleventh Amendment to the Refuse Collection Agreement between the Treasure Island Development Authority and the Golden Gate Disposal and Recycling Company to Extend the Term and Adjust the Collection Fee for Refuse Collection Services at Treasure Island

Mirian Saez, Director of Island Operations

# ELEVENTH AMENDMENT TO REFUSE COLLECTION AGREEMENT

THIS ELEVENTH AMENDMENT TO REFUSE COLLECTION AGREEMENT (this "Amendment") is made as of this eleventh day of August 1, 2012, in San Francisco, California, by and between the **Golden Gate Disposal & Recycling Company**, a California corporation ("Golden Gate" or "Contractor"), and the **Treasure Island Development Authority**, a California public benefit corporation (the "Authority").

RECITALS

WHEREAS, the Authority and Contractor have entered into that certain Refuse Collection Agreement dated September 1, 2002 (hereafter, the "Original Contract"); and

WHEREAS, on August 25, 2005, the Authority and Contractor agreed to amend the Original Contract (hereafter, the "1st Amendment") to extend the term of the Original Contract to September 30, 2005; and

WHEREAS, on October 1, 2005, the Authority and Contractor agreed to amend the Original Contract (hereafter, the "2nd Amendment") to extend the term of the Original Contract to January 31, 2006; and

WHEREAS, on January 23, 2006, the Authority and Contractor agreed to amend the Original Contract (hereafter, the "3rd Amendment") to extend the term of the Original Contract to April 30, 2006; and

WHEREAS, on April 28, 2006, the Authority and Contractor agreed to amend the Original Contract (hereafter, the "4th Amendment") to extend the term of the Original to May 31, 2006; and

WHEREAS, on May 10, 2006, the Authority and Contractor agreed to amend the Original Contract (hereafter, the "5th Amendment") to extend the term of the Original Contract to October 31, 2006; and

WHEREAS, on October 30, 2006, the Authority and Contractor agreed to amend the Original Contract (hereafter, the "6th Amendment") to extend the term of the Original Contract to May 30, 2007 and to increase the collection fee for a Unit Volume container from $10.17 to $11.45; and

WHEREAS, on April 11, 2007, the Authority and Contractor agreed to amend the Original Contract (hereafter, the "7th Amendment") to extend the term of the Original Contract to the earlier of (i) the effective date of the Navy's transfer of TI-YBI to the Authority or (ii) May 31, 2009; and

WHEREAS, on March 12, 2008, the Authority and Contractor agreed to amend the Original Contract (hereafter, the "8th Amendment") to increase the collection fee for a Unit Volume container from $11.45 per cubic yard to $11.92 per cubic yard; and

WHEREAS, on March 11, 2009, the Authority and Contractor agreed to amend the Original Contract (hereafter, the "9th Amendment") to increase the collection fee for a Unit Volume container from $11.92 per cubic yard to $12.42 per cubic yard; and

WHEREAS, on April 1, 2011, the Authority and Contractor agreed to amend the Original Contract (hereafter, the "10th Amendment") to extend the term and increase the collection fee for a Unit Volume container from $12.42 per cubic yard to $12.67 per cubic yard; and

WHEREAS, the Original Contract, as amended by the 1st Amendment, the 2nd Amendment, the 3rd Amendment, the 4th Amendment, the 5th Amendment, the 6th Amendment, the 7th Amendment, the 8th Amendment, the 9th Amendment, the 10th Amendment, and this 11th Amendment are collectively referred to herein as the "Contract"; and

WHEREAS, Authority and Contractor desire to modify the Contract on the terms and conditions set forth herein.

NOW, THEREFORE, Contractor and the Authority agree as follows:

1. **Modifications to the Agreement**. The Contract is hereby modified as follows:

(a) **Section 5.** Section 5 of the Contract currently reads as follows:

> Unless further amended in writing authorized by the Authority's Board of Directors in its sole and absolute discretion, this Contract shall expire on the earlier of (i) the effective date of the Navy's transfer of TI-YBI to the Authority or (ii) July 31, 2012. Any extension shall be on the same terms, conditions, and specifications as the existing Contract, except as provided for herein.

Such section is hereby amended in its entirety to read as follows:

> Unless further amended in writing authorized by the Authority's Board of Directors in its sole and absolute discretion, this Contract shall expire on the earlier of (i) the effective date of the Navy's transfer of TI-YBI to the Authority or (ii) November 30, 2013. Any extension shall be on the same terms, conditions, and specifications as the existing Contract, except as provided for herein.

(b) **Section 26.** Section 26 of the Contract currently reads as follows:

> Unless otherwise provided, effective as of April 1, 2009, the collection fee for a Unit Volume container shall be $12.67 per cubic yard. Such pricing shall be the sole basis for payment and shall provide for and include full compensation for the services provided under this Contract.

Such section is hereby amended in its entirety to read as follows:

> Unless otherwise provided, effective as of April 1, 2011, the collection fee for a Unit Volume container shall be $13.12 per cubic yard. Such pricing shall be the sole basis for payment and shall provide for and include full compensation for the services provided under this Contract.

(c) **Section 37.** Section 37 of the Contract currently reads as follows:

> On a quarterly basis, Contractor shall bill the corresponding designee(s) of the Authority for services provided at each collection site. The bill/invoice shall be calculated as follows:

*Bill=(FrequencyofCollection)(ContainerVolume@Site)(CollectionFee+Tippingfee@TransferStation/6.25)*

> The "FrequencyofCollection" shall be the frequency with which a refuse container is collected in a quarter, "ContainerVolume@Site" shall be in units of cubic yards, the "Tippingfee@TransferStation" shall be in units of dollars per ton and, the "Collection Fee" shall be $12.67 per cubic yard.

Such section is hereby amended in its entirety to read as follows:

> On a quarterly basis, Contractor shall bill the corresponding designee(s) of the Authority for services provided at each collection site. The bill/invoice shall be calculated as follows:

*Bill=(FrequencyofCollection)(ContainerVolume@Site)(CollectionFee+Tippingfee@TransferStation/6.25)*

The "FrequencyofCollection" shall be the frequency with which a refuse container is collected in a quarter, "ContainerVolume@Site" shall be in units of cubic yards, the "Tippingfee@TransferStation" shall be in units of dollars per ton and the "Collection Fee" shall be $13.12 per cubic yard.

2. **Effective Date.** Each of the modifications set forth in Section 1 shall be effective on and after August 1, 2012, unless otherwise provided.

3. **Legal Effect.** Except as expressly modified by this Amendment, all of the terms and conditions of the Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and Authority have executed this Amendment as of the date first referenced above.

| | |
|---|---|
| **AUTHORITY**<br>**Treasure Island Development Authority, a public body corporate and politic**<br>By _____<br>Mirian Saez, Director of Island Operations<br><br>Dennis J. Herrera<br>City Attorney<br>By_____<br>Deputy City Attorney | **CONTRACTOR:**<br>**Golden Gate Disposal & Recycling Company, a California corporation**<br><br>By signing this Amendment, I certify that I comply with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and uncompensated time off.<br><br>By _____<br><br>Its _____ |

ORIGINAL

# TENTH AMENDMENT TO REFUSE COLLECTION AGREEMENT

THIS TENTH AMENDMENT TO REFUSE COLLECTION AGREEMENT (this "Amendment") is made as of this eleventh day of April 1, 2011, in San Francisco, California, by and between the **Golden Gate Disposal & Recycling Company**, a California corporation ("Golden Gate" or "Contractor"), and the **Treasure Island Development Authority**, a California public benefit corporation (the "Authority").

RECITALS

WHEREAS, the Authority and Contractor have entered into that certain Refuse Collection Agreement dated September 1, 2002 (hereafter, the "Original Contract"); and

WHEREAS, on August 25, 2005, the Authority and Contractor agreed to amend the Original Contract (hereafter, the "1st Amendment") to extend the term of the Original Contract to September 30, 2005; and

WHEREAS, on October 1, 2005, the Authority and Contractor agreed to amend the Original Contract (hereafter, the "2nd Amendment") to extend the term of the Original Contract to January 31, 2006; and

WHEREAS, on January 23, 2006, the Authority and Contractor agreed to amend the Original Contract (hereafter, the "3rd Amendment") to extend the term of the Original Contract to April 30, 2006; and

WHEREAS, on April 28, 2006, the Authority and Contractor agreed to amend the Original Contract (hereafter, the "4th Amendment") to extend the term of the Original to May 31, 2006; and

WHEREAS, on May 10, 2006, the Authority and Contractor agreed to amend the Original Contract (hereafter, the "5th Amendment") to extend the term of the Original Contract to October 31, 2006; and

WHEREAS, on October 30, 2006, the Authority and Contractor agreed to amend the Original Contract (hereafter, the "6th Amendment") to extend the term of the Original Contract to May 30, 2007 and to increase the collection fee for a Unit Volume container from $10.17 to $11.45; and

WHEREAS, on April 11, 2007, the Authority and Contractor agreed to amend the Original Contract (hereafter, the "7th Amendment") to extend the term of the Original Contract to the earlier of (i) the effective date of the Navy's transfer of TI-YBI to the Authority or (ii) May 31, 2009; and

WHEREAS, on March 12, 2008, the Authority and Contractor agreed to amend the Original Contract (hereafter, the "8th Amendment") to increase the collection fee for a Unit Volume container from $11.45 per cubic yard to $11.92 per cubic yard; and

WHEREAS, on March 11, 2009, the Authority and Contractor agreed to amend the Original Contract (hereafter, the "8th Amendment") to increase the collection fee for a Unit Volume container from $11.92 per cubic yard to $12.42 per cubic yard; and

WHEREAS, the Original Contract, as amended by the 1st Amendment, the 2nd Amendment, the 3rd Amendment, the 4th Amendment, the 5th Amendment, the 6th Amendment, the 7th Amendment, the 8th Amendment, and the 9th Amendment are collectively referred to herein as the "Contract"; and

WHEREAS, Authority and Contractor desire to modify the Contract on the terms and conditions set forth herein.

NOW, THEREFORE, Contractor and the Authority agree as follows:

1. **Modifications to the Agreement.** The Contract is hereby modified as follows:

(a) **Section 5.** Section 5 of the Contract currently reads as follows:

> Unless further amended in writing authorized by the Authority's Board of Directors in its sole and absolute discretion, this Contract shall expire on the earlier of (i) the effective date of the Navy's transfer of TI-YBI to the Authority or (ii) May 31, 2011. Any extension shall be on the same terms, conditions, and specifications as the existing Contract, except as provided for herein.

Such section is hereby amended in its entirety to read as follows:

> Unless further amended in writing authorized by the Authority's Board of Directors in its sole and absolute discretion, this Contract shall expire on the earlier of (i) the effective date of the Navy's transfer of TI-YBI to the Authority or (ii) July 31, 2012. Any extension shall be on the same terms, conditions, and specifications as the existing Contract, except as provided for herein.

(b) **Section 26.** Section 26 of the Contract currently reads as follows:

> Unless otherwise provided, effective as of April 1, 2009, the collection fee for a Unit Volume container shall be $12.42 per cubic yard. Such pricing shall be the sole basis for payment and shall provide for and include full compensation for the services provided under this Contract.

Such section is hereby amended in its entirety to read as follows:

> Unless otherwise provided, effective as of April 1, 2011, the collection fee for a Unit Volume container shall be $12.67 per cubic yard. Such pricing shall be the sole basis for payment and shall provide for and include full compensation for the services provided under this Contract.

(c) **Section 37.** Section 37 of the Contract currently reads as follows:

> On a quarterly basis, Contractor shall bill the corresponding designee(s) of the Authority for services provided at each collection site. The bill/invoice shall be calculated as follows:

*Bill=(FrequencyofCollection)(ContainerVolume@Site)(CollectionFee+Tippingfee@TransferStation /6.25)*

The "FrequencyofCollection" shall be the frequency with which a refuse container is collected in a quarter, "ContainerVolume@Site" shall be in units of cubic yards, the "Tippingfee@TransferStation" shall be in units of dollars per ton and, the "Collection Fee" shall be $12.42 per cubic yard.

Such section is hereby amended in its entirety to read as follows:

On a quarterly basis, Contractor shall bill the corresponding designee(s) of the Authority for services provided at each collection site. The bill/invoice shall be calculated as follows:

*Bill=(FrequencyofCollection)(ContainerVolume@Site)(CollectionFee+Tippingfee@TransferStation /6.25)*

The "FrequencyofCollection" shall be the frequency with which a refuse container is collected in a quarter, "ContainerVolume@Site" shall be in units of cubic yards, the "Tippingfee@TransferStation" shall be in units of dollars per ton and the "Collection Fee" shall be $12.67 per cubic yard.

**2. Effective Date.** Each of the modifications set forth in Section 1 shall be effective on and after April 1, 2011, unless otherwise provided.

**3. Legal Effect.** Except as expressly modified by this Amendment, all of the terms and conditions of the Contract shall remain unchanged and in full force and effect.

| AUTHORITY | CONTRACTOR: |
| --- | --- |
| **Treasure Island Development Authority, a public body corporate and politic**<br>By<br>Marian Sadr, Director of Island Operations | **Golden Gate Disposal & Recycling Company, a California corporation**<br><br>By signing this Amendment, I certify that I comply with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and uncompensated time off.<br><br>By<br>Its V.P. & General Manager |
| Dennis J. Herrera<br>City Attorney<br>By<br>Deputy City Attorney | |

ORIGINAL

# NINTH AMENDMENT TO REFUSE COLLECTION AGREEMENT

THIS NINTH AMENDMENT TO REFUSE COLLECTION AGREEMENT (this "Amendment") is made as of this eleventh day of March, 2009, in San Francisco, California, by and between the **Golden Gate Disposal & Recycling Company**, a California corporation ("Golden Gate" or "Contractor"), and the **Treasure Island Development Authority**, a public body corporate and politic (the "Authority").

RECITALS

WHEREAS, the Authority and Contractor have entered into that certain Refuse Collection Agreement dated September 1, 2002 (hereafter, the "Original Contract"); and

WHEREAS, on August 25, 2005, the Authority and Contractor agreed to amend the Original Contract (hereafter, the "1st Amendment") to extend the term of the Original Contract to September 30, 2005; and

WHEREAS, on October 1, 2005, the Authority and Contractor agreed to amend the Original Contract (hereafter, the "2nd Amendment") to extend the term of the Original Contract to January 31, 2006; and

WHEREAS, on January 23, 2006, the Authority and Contractor agreed to amend the Original Contract (hereafter, the "3rd Amendment") to extend the term of the Original Contract to April 30, 2006; and

WHEREAS, on April 28, 2006, the Authority and Contractor agreed to amend the Original Contract (hereafter, the "4th Amendment") to extend the term of the Original to May 31, 2006; and

WHEREAS, on May 10, 2006, the Authority and Contractor agreed to amend the Original Contract (hereafter, the "5th Amendment") to extend the term of the Original Contract to October 31, 2006; and

WHEREAS, on October 30, 2006, the Authority and Contractor agreed to amend the Original Contract (hereafter, the "6th Amendment") to extend the term of the Original Contract to May 30, 2007 and to increase the collection fee for a Unit Volume container from $10.17 to $11.45; and

WHEREAS, on April 11, 2007, the Authority and Contractor agreed to amend the Original Contract (hereafter, the "7th Amendment") to extend the term of the Original Contract to the earlier of (i) the effective date of the Navy's transfer of TI-YBI to the Authority or (ii) May 31, 2009; and

WHEREAS, on March 12, 2008, the Authority and Contractor agreed to amend the Original Contract (hereafter, the "8th Amendment") to increase the collection fee for a Unit Volume container from $11.45 per cubic yard to $11.92 per cubic yard; and

WHEREAS, the Original Contract, as amended by the 1st Amendment, the 2nd Amendment, the 3rd Amendment, the 4th Amendment, the 5th Amendment, the 6th Amendment, the 7th Amendment and the 8th Amendment, are collectively referred to herein as the "Contract"; and

WHEREAS, Authority and Contractor desire to modify the Contract on the terms and conditions set forth herein.

NOW, THEREFORE, Contractor and the Authority agree as follows:

1. **Modifications to the Agreement.** The Contract is hereby modified as follows:

(a) **Section 5.** Section 5 of the Contract currently reads as follows:

> Unless further amended in writing authorized by the Authority's Board of Directors in its sole and absolute discretion, this Contract shall expire on the earlier of (i) the effective date of the Navy's transfer of TI-YBI to the Authority or (ii) May 31, 2009. Any extension shall be on the same terms, conditions, and specifications as the existing Contract, except as provided for herein.

Such section is hereby amended in its entirety to read as follows:

> Unless further amended in writing authorized by the Authority's Board of Directors in its sole and absolute discretion, this Contract shall expire on the earlier of (i) the effective date of the Navy's transfer of TI-YBI to the Authority or (ii) May 31, 2011. Any extension shall be on the same terms, conditions, and specifications as the existing Contract, except as provided for herein.

(b) **Section 26.** Section 26 of the Contract currently reads as follows:

> Unless otherwise provided, effective as of April 1, 2008, the collection fee for a Unit Volume container shall be $11.92 per cubic yard. Such pricing shall be the sole basis for payment and shall provide for and include full compensation for the services provided under this Contract.

Such section is hereby amended in its entirety to read as follows:

> Unless otherwise provided, effective as of April 1, 2009, the collection fee for a Unit Volume container shall be $12.42 per cubic yard. Such pricing shall be the sole basis for payment and shall provide for and include full compensation for the services provided under this Contract.

(c) **Section 37.** Section 37 of the Contract currently reads as follows:

> On a quarterly basis, Contractor shall bill the corresponding designee(s) of the Authority for services provided at each collection site. The bill/invoice shall be calculated as follows:

*Bill=(FrequencyofCollection)(ContainerVolume@Site)(CollectionFee+Tippingfee@TransferStation /6.25)*

> The "FrequencyofCollection" shall be the frequency with which a refuse container is collected in a quarter, "ContainerVolume@Site" shall be in units of cubic yards, the "Tippingfee@TransferStation" shall be in units of dollars per ton and, the "CollectionFee" shall be $11.92 per cubic yard.

Such section is hereby amended in its entirety to read as follows:

> On a quarterly basis, Contractor shall bill the corresponding designee(s) of the Authority for services provided at each collection site. The bill/invoice shall be calculated as follows:

*Bill=(FrequencyofCollection)(ContainerVolume@Site)(CollectionFee+Tippingfee@TransferStation /6.25)*

The "FrequencyofCollection" shall be the frequency with which a refuse container is collected in a quarter, "ContainerVolume@Site" shall be in units of cubic yards, the "Tippingfee@TransferStation" shall be in units of dollars per ton and the "CollectionFee" shall be $12.42 per cubic yard.

2. **Effective Date.** Each of the modifications set forth in Section 1 shall be effective on and after April 1, 2009, unless otherwise provided.

3. **Legal Effect.** Except as expressly modified by this Amendment, all of the terms and conditions of the Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and Authority have executed this Amendment as of the date first referenced above.

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|---|---|
| **AUTHORITY**<br>**Treasure Island Development Authority, a public body corporate and politic**<br>By _____<br>Mirian Saez, Director of Island Operations<br><br>Dennis J. Herrera<br>City Attorney<br>By _____<br>Deputy City Attorney | **CONTRACTOR:**<br>**Golden Gate Disposal & Recycling Company, a California corporation**<br><br>By signing this Amendment, I certify that I comply with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and uncompensated time off.<br><br>_____ |

# EIGHTH AMENDMENT TO REFUSE COLLECTION AGREEMENT

THIS EIGHTH AMENDMENT TO REFUSE COLLECTION AGREEMENT (this "Amendment") is made as of this twelfth day of March, 2008, in San Francisco, California, by and between the **Golden Gate Disposal & Recycling Company**, a California corporation ("Golden Gate" or "Contractor"), and the **Treasure Island Development Authority**, a public body corporate and politic (the "Authority").

RECITALS

WHEREAS, the Authority and Contractor have entered into that certain Refuse Collection Agreement dated September 1, 2002 (hereafter, the "Original Contract"); and

WHEREAS, on August 25, 2005, the Authority and Contractor agreed to amend the Original Contract (hereafter, the "1st Amendment") to extend the term of the Original Contract to September 30, 2005; and

WHEREAS, on October 1, 2005, the Authority and Contractor agreed to amend the Original Contract (hereafter, the "2nd Amendment") to extend the term of the Original Contract to January 31, 2006; and

WHEREAS, on January 23, 2006, the Authority and Contractor agreed to amend the Original Contract (hereafter, the "3rd Amendment") to extend the term of the Original Contract to April 30, 2006; and

WHEREAS, on April 28, 2006, the Authority and Contractor agreed to amend the Original Contract (hereafter, the "4th Amendment") to extend the term of the Original Contract to May 31, 2006; and

WHEREAS, on May 10, 2006, the Authority and Contractor agreed to amend the Original Contract (hereafter, the "5th Amendment") to extend the term of the Original Contract to October 31, 2006; and

WHEREAS, on October 30, 2006, the Authority and Contractor agreed to amend the Original Contract (hereafter, the "6th Amendment") to extend the term of the Original Contract to May 30, 2007 and to increase the collection fee for a Unit Volume container from $10.17 to $11.45; and

WHEREAS, on April 11, 2007, the Authority and Contractor agreed to amend the Original Contract (hereafter, the "7th Amendment") to extend the term of the Original Contract to the earlier of (i) the effective date of the Navy's transfer of TI-YBI to the Authority or (ii) May 31, 2009; and

WHEREAS, the Original Contract, as amended by the 1st Amendment, the 2nd Amendment, the 3rd Amendment, the 4th Amendment, the 5th Amendment, the 6th Amendment and the 7th Amendment, are collectively referred to herein as the "Contract"; and

WHEREAS, Authority and Contractor desire to modify the Contract on the terms and conditions set forth herein.

NOW, THEREFORE, Contractor and the Authority agree as follows:

1. **Modifications to the Agreement.** The Contract is hereby modified as follows:

   (a) **Section 26.** Section 26 of the Contract currently reads as follows:

   > Unless otherwise provided, the collection fee for an Unit Volume container shall be $11.45. Such pricing shall be the sole basis for payment and shall provide for and include full compensation for the services provided under this Contract.

Such section is hereby amended in its entirety to read as follows:

> Unless otherwise provided, effective as of April 1, 2008, the collection fee for a Unit Volume container shall be $11.92 per cubic yard. Such pricing shall be the sole basis for payment and shall provide for and include full compensation for the services provided under this Contract.

(b) **Section 37.** Section 37 of the Contract currently reads as follows:

> On a quarterly basis, Contractor shall bill the corresponding designee(s) of the Authority for services provided at each collection site. The bill/invoice shall be calculated as follows:

*Bill=(FrequencyofCollection)(ContainerVolume@Site)(CollectionFee+Tippingfee@TransferStation/6.25)*

> The "FrequencyofCollection" shall be the frequency with which a refuse container is collected in a quarter, "ContainerVolume@Site" shall be in units of cubic yards, the "Tippingfee@TransferStation" shall be in units of dollars per ton and, except as provided for in Paragraph 28, the "CollectionFee" shall be $10.17 per cubic yard.

Such section is hereby amended in its entirety to read as follows:

> On a quarterly basis, Contractor shall bill the corresponding designee(s) of the Authority for services provided at each collection site. The bill/invoice shall be calculated as follows:

*Bill=(FrequencyofCollection)(ContainerVolume@Site)(CollectionFee+Tippingfee@TransferStation/6.25)*

> The "FrequencyofCollection" shall be the frequency with which a refuse container is collected in a quarter, "ContainerVolume@Site" shall be in units of cubic yards, the "Tippingfee@TransferStation" shall be in units of dollars per ton and the "CollectionFee" shall be $11.92 per cubic yard.

2. **Effective Date.** Each of the modifications set forth in Section 1 shall be effective on and after April 1, 2008, unless otherwise provided.

3. **Legal Effect.** Except as expressly modified by this Amendment, all of the terms and conditions of the Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and Authority have executed this Amendment as of the date first referenced above.

| AUTHORITY | CONTRACTOR: |
| --- | --- |
| **Treasure Island Development Authority, a public body corporate and politic**<br>By _____<br>Mirian Saez, Director of Island Operations | **Golden Gate Disposal & Recycling Company, a California corporation**<br><br>By signing this Amendment, I certify that I comply with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and uncompensated time off.<br><br>_____<br>Maurice B. Quelle<br>V.P. & G.M. |
| Dennis J. Herrera<br>City Attorney<br>By _____<br>Deputy City Attorney | |

# SEVENTH AMENDMENT TO REFUSE COLLECTION AGREEMENT

THIS SEVENTH AMENDMENT TO REFUSE COLLECTION AGREEMENT (this "Amendment") is made as of this 31st day of May, 2007, in San Francisco, California, by and between the **Golden Gate Disposal & Recycling Company**, a California corporation ("Golden Gate" or "Contractor"), and the **Treasure Island Development Authority,** a public body corporate and politic (the "Authority").

RECITALS

WHEREAS, the Authority and Contractor have entered into that certain Refuse Collection Agreement dated September 1, 2002 (hereafter, the "Original Contract"); and

WHEREAS, on August 25, 2005, the Authority and Contractor agreed to amend the Original Contract (hereafter, the "1st Amendment") to extend the term of the Original Contract to September 30, 2005; and

WHEREAS, on October 1, 2005, the Authority and Contractor agreed to amend the Original Contract (hereafter, the "2nd Amendment") to extend the term of the Original Contract to January 31, 2006; and

WHEREAS, on January 23, 2006, the Authority and Contractor agreed to amend the Original Contract (hereafter, the "3rd Amendment") to extend the term of the Original Contract to April 30, 2006; and

WHEREAS, on April 28, 2006, the Authority and Contractor agreed to amend the Original Contract (hereafter, the "4th Amendment") to extend the term of the Original Contract to May 31, 2006; and

WHEREAS, on May 10, 2006, the Authority and Contractor agreed to amend the Original Contract (hereafter, the "5th Amendment") to extend the term of the Original Contract to October 31, 2006; and

WHEREAS, on October 30, 2006, the Authority and Contractor agreed to amend the Original Contract (hereafter, the "6th Amendment") to extend the term of the Original Contract to May 30, 2007; and

WHEREAS, the Original Contract, as amended by the 1st Amendment, the 2nd Amendment, the 3rd Amendment, the 4th Amendment, the 5th Amendment and the 6th Amendment, are collectively referred to herein as the "Contract"; and

WHEREAS, Authority and Contractor desire to modify the Contract on the terms and conditions set forth herein.

NOW, THEREFORE, Contractor and the Authority agree as follows:

1. **Modifications to the Agreement**. The Contract is hereby modified as follows:

   (a) **Section 5.** Section 5 of the Contract currently reads as follows:

   Unless further extended in writing authorized by the Authority's Board of Directors, this Contract shall expire on May 30, 2007. Any extension shall be on the same terms, conditions, and specifications as the original Contract, except as provided for herein.

Such section is hereby amended in its entirety to read as follows:

Unless further amended in writing authorized by the Authority's Board of Directors in its sole and absolute discretion, this Contract shall expire on the earlier of (i) the effective date of the Navy's transfer of TI-YBI to the Authority or (ii) May 31, 2009. Any extension shall be on the same terms, conditions, and specifications as the existing Contract, except as provided for herein.

**2. Effective Date.** Each of the modifications set forth in Section 1 shall be effective on and after May 30, 2007, unless otherwise provided. Notwithstanding the foregoing, the effectiveness of this Amendment is conditioned upon the Authority Board's approval of this Amendment in its sole and absolute discretion.

**3. Legal Effect.** Except as expressly modified by this Amendment, all of the terms and conditions of the Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and Authority have executed this Amendment as of the date first referenced above.

| | |
|---|---|
| **AUTHORITY**<br>**Treasure Island Development Authority, a public body corporate and politic**<br>By _____<br>Mirian Saez, Director of Island Operations<br><br>Dennis J. Herrera<br>City Attorney<br>By _____<br>Deputy City Attorney | **CONTRACTOR:**<br>**Golden Gate Disposal & Recycling Company, a California corporation**<br><br>By signing this Amendment, I certify that I comply with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and uncompensated time off.<br><br>By: _____<br>Name: Maurice B. Quillen<br>Title: Vice President & General Manager<br>Date: April 24, 2007 |

# SIXTH AMENDMENT TO REFUSE COLLECTION AGREEMENT

THIS SIXTH AMENDMENT TO REFUSE COLLECTION AGREEMENT (this "Amendment") is made as of this thirtieth day of October, 2006, in San Francisco, California, by and between the **Golden Gate Disposal & Recycling Company**, a California corporation ("Golden Gate" or "Contractor"), and the **Treasure Island Development Authority**, a public body corporate and politic (the "Authority").

RECITALS

WHEREAS, the Authority and Contractor have entered into that certain Refuse Collection Agreement dated September 1, 2002 (hereafter, the "Original Contract"); and

WHEREAS, on August 25, 2005, the Authority and Contractor agreed to amend the Original Contract (hereafter, the "1st Amendment") to extend the term of the Original Contract to September 30, 2005; and

WHEREAS, on October 1, 2005, the Authority and Contractor agreed to amend the Original Contract (hereafter, the "2nd Amendment") to extend the term of the Original Contract to January 31, 2006; and

WHEREAS, on January 23, 2006, the Authority and Contractor agreed to amend the Original Contract (hereafter, the "3rd Amendment") to extend the term of the Original Contract to April 30, 2006; and

WHEREAS, on April 28, 2006, the Authority and Contractor agreed to amend the Original Contract (hereafter, the "4th Amendment") to extend the term of the Original to May 31, 2006; and

WHEREAS, on May 10, 2006, the Authority and Contractor agreed to amend the Original Contract (hereafter, the "5th Amendment") to extend the term of the Original Contract to October 31, 2006; and

WHEREAS, the Original Contract, as amended by the 1st Amendment, the 2nd Amendment, the 3rd Amendment, the 4th Amendment and the 5th Amendment, are collectively referred to herein as the "Contract"; and

WHEREAS, Authority and Contractor desire to modify the Contract on the terms and conditions set forth herein.

NOW, THEREFORE, Contractor and the Authority agree as follows:

1. **Modifications to the Agreement.** The Contract is hereby modified as follows:

   (a) **Section 5.** Section 5 of the Contract currently reads as follows:

> Unless further extended in writing authorized by the Authority's Board of Directors, this Contract shall expire on October 31, 2006. Any extension shall be on the same terms, conditions, and specifications as the original Contract, except as provided for herein.

Such section is hereby amended in its entirety to read as follows:

> Unless further extended in writing authorized by the Authority's Board of Directors, this Contract shall expire on the earlier of May 30, 2007, or upon 30 days advance written notice by the Authority's Director of Island Operations. Any extension shall be on the same terms, conditions, and specifications as the original Contract, except as provided for herein.

(b) **Section 26.** Section 26 of the Contract currently reads as follows:

> Unless otherwise provided, the collection fee for an Unit Volume container shall be $10.17. Such pricing shall be the sole basis for payment and shall provide for and include full compensation for the services provided under this Contract.

Such section is hereby amended in its entirety to read as follows to reflect the CPI increase to the collection fee for Unit Volume containers permitted under Section 5 of the Contract:

> Unless otherwise provided, effective as of December 1, 2006, the collection fee for an Unit Volume container shall be $11.45. Such pricing shall be the sole basis for payment and shall provide for and include full compensation for the services provided under this Contract.

2. **Effective Date.** Each of the modifications set forth in Section 1 shall be effective on and after October 30, 2006, unless otherwise provided.

3. **Legal Effect.** Except as expressly modified by this Amendment, all of the terms and conditions of the Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and Authority have executed this Amendment as of the date first referenced above.

| | |
|---|---|
| **AUTHORITY**<br>**Treasure Island Development Authority, a public body corporate and politic**<br>By _____<br>Mirian Saez, Director of Island Operations<br><br>Dennis J. Herrera<br>City Attorney<br>By _____<br>Deputy City Attorney | **CONTRACTOR:**<br>**Golden Gate Disposal & Recycling Company, a California corporation**<br><br>By signing this Amendment, I certify that I comply with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and uncompensated time off.<br><br>_____ |

# EXHIBIT B

## FIFTH AMENDMENT TO REFUSE COLLECTION AGREEMENT

THIS FIFTH AMENDMENT TO REFUSE COLLECTION AGREEMENT (this "Amendment") is made as of this twenty-eighth day of April, 2006, in San Francisco, California, by and between the **Golden Gate Disposal & Recycling Company**, a California corporation ("Golden Gate" or "Contractor"), and the **Treasure Island Development Authority**, a public body corporate and politic (the "Authority").

RECITALS

WHEREAS, Authority and Contractor have entered into that certain Refuse Collection Agreement dated September 1, 2002 (hereafter, the "Agreement"); and

WHEREAS, on August 25, 2005, Executive Director and Contractor agreed to amend the Agreement (hereafter, the 1st Amendment) to extend the term of the Agreement to September 30, 2005, and

WHEREAS, on October 1, 2005, Executive Director and Contractor agreed to amend the Agreement (hereafter, the 2nd Amendment) to extend the term of the Agreement to January 31, 2006, and

WHEREAS, on January 23, 2006, Executive Director and Contractor agreed to amend the Agreement (hereafter, the 3rd Amendment) to extend the term of the Agreement to April 30, 2006, and

WHEREAS, on April 28, 2006, Executive Director and Contractor agreed to amend the Agreement (hereafter, the 4th Amendment) to extend the term of the Agreement to May 31, 2006, and

WHEREAS, Authority and Contractor desire to modify the Agreement on the terms and conditions set forth herein;

NOW, THEREFORE, Contractor and the Authority agree as follows:

1. **Modifications to the Agreement.** The Agreement is hereby modified as follows:

   (a) **Section 5.** Section 5 of the Agreement currently reads as follows:

   > Unless further extended in writing authorized by the Authority's Board of Directors, this Contract shall expire on May 31, 2006. Any extension shall be on the same terms, conditions, and specifications as the original Contract, except as provided for herein.

Such section is hereby amended in its entirety to read as follows:

> Unless further extended in writing authorized by the Authority's Board of Directors, this Contract shall expire on October 31, 2006. Any extension shall be on the same terms, conditions, and specifications as the original Contract, except as provided for herein.

2. **Effective Date.** Each of the modifications set forth in Section 1 shall be effective on and after May 10, 2006.

3. **Legal Effect.** Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

# FOURTH AMENDMENT TO REFUSE COLLECTION AGREEMENT

THIS FOURTH AMENDMENT TO REFUSE COLLECTION AGREEMENT (this "Amendment") is made as of this twenty-eighth day of April, 2006, in San Francisco, California, by and between the **Golden Gate Disposal & Recycling Company**, a California corporation ("Golden Gate" or "Contractor"), and the **Treasure Island Development Authority,** a public body corporate and politic (the "Authority").

RECITALS

WHEREAS, Authority and Contractor have entered into that certain Refuse Collection Agreement dated September 1, 2002 (hereafter, the "Agreement"); and

WHEREAS, on August 25, 2005, Executive Director and Contractor agreed to amend the Agreement (hereafter, the 1st Amendment) to extend the term of the Agreement to September 30, 2005, and

WHEREAS, on October 1, 2005, Executive Director and Contractor agreed to amend the Agreement (hereafter, the 2nd Amendment) to extend the term of the Agreement to January 31, 2006, and

WHEREAS, on January 23, 2006, Executive Director and Contractor agreed to amend the Agreement (hereafter, the 3rd Amendment) to extend the term of the Agreement to April 30, 2006, and

WHEREAS, Authority and Contractor desire to modify the Agreement on the terms and conditions set forth herein;

NOW, THEREFORE, Contractor and the Authority agree as follows:

**1. Modifications to the Agreement.** The Agreement is hereby modified as follows:

**(a) Section 5.** Section 5 of the Agreement currently reads as follows:

> Unless further extended in writing authorized by the Authority's Board of Directors, this Contract shall expire on April 30, 2006. Any extension shall be on the same terms, conditions, and specifications as the original Contract, except as provided for herein.

Such section is hereby amended in its entirety to read as follows:

> Unless further extended in writing authorized by the Authority's Board of Directors, this Contract shall expire on May 31 2006. Any extension shall be on the same terms, conditions, and specifications as the original Contract, except as provided for herein.

**2. Effective Date.** Each of the modifications set forth in Section 1 shall be effective on and after May 1, 2006.

**3. Legal Effect.** Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and Authority have executed this Amendment as of the date first referenced above.

| AUTHORITY | CONTRACTOR: |
|---|---|
| **Treasure Island Development Authority, a public body corporate and politic**<br>By _____<br>Joanne Sakai, Interim Executive Director | **Golden Gate Disposal & Recycling Company, a California corporation**<br><br>By signing this Agreement, I certify that I comply with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and uncompensated time off.<br><br>_____<br>Maurice B. Quillen |
| Dennis J. Herrera<br>City Attorney<br>By _____<br>Deputy City Attorney | |

# THIRD AMENDMENT TO REFUSE COLLECTION AGREEMENT

THIS THIRD AMENDMENT TO REFUSE COLLECTION AGREEMENT (this "Amendment") is made as of this twenty-third day of January, 2006, in San Francisco, California, by and between the **Golden Gate Disposal & Recycling Company**, a California corporation ("Golden Gate" or "Contractor"), and the **Treasure Island Development Authority,** a public body corporate and politic (the "Authority").

RECITALS

WHEREAS, Authority and Contractor have entered into that certain Refuse Collection Agreement dated September 1, 2002 (hereafter, the "Agreement"); and

WHEREAS, on August 25, 2005, the Authority and Contractor entered into an amendment to the Agreement (hereafter, the 1st Amendment) to extend the term of the Agreement to September 30, 2005, and

WHEREAS, on October 1, 2005, the Authority and Contractor entered into another amendment to the Agreement (hereafter, the 2nd Amendment) to extend the term of the Agreement to January 31, 2006, and

WHEREAS, The Authority and Contractor desire to modify the Agreement on the terms and conditions set forth herein;

NOW, THEREFORE, Contractor and the Authority agree as follows:

1. **Modifications to the Agreement.** The Agreement is hereby modified as follows:

   (a) **Section 5.** Section 5 of the Agreement currently reads as follows:

   > Unless further extended in writing authorized by the Authority's Board of Directors, this Contract shall expire on January 31, 2006. Any extension shall be on the same terms, conditions, and specifications as the original Contract, except as provided for herein.

Such section is hereby amended in its entirety to read as follows:

> Unless further extended in writing authorized by the Authority's Board of Directors, this Contract shall expire on April 30 2006. Any extension shall be on the same terms, conditions, and specifications as the original Contract, except as provided for herein.

2. **Effective Date.** Each of the modifications set forth in Section 1 shall be effective on and after February 1, 2006.

3. **Legal Effect.** Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and Authority have executed this Amendment as of the date first referenced above.

| AUTHORITY | CONTRACTOR: |
| --- | --- |
| **Treasure Island Development Authority, a public body corporate and politic**<br>By _____<br>Joanne Sakai, Deputy Executive Director, San Francisco Redevelopment Agency on behalf of the Treasure Island Development Authority<br><br>Dennis J. Herrera<br>City Attorney<br>By _____<br>Deputy City Attorney | **Golden Gate Disposal & Recycling Company, a California corporation**<br><br>By signing this Agreement, I certify that I comply with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and uncompensated time off.<br><br>_____<br>Maurice B. Quiller VP/GM |

# SECOND AMENDMENT TO REFUSE COLLECTION AGREEMENT

THIS SECOND AMENDMENT TO REFUSE COLLECTION AGREEMENT (this "Amendment") is made as of first day of October, 2005, in San Francisco, California, by and between the **Golden Gate Disposal & Recycling Company**, a California corporation ("Golden Gate" or "Contractor"), and the **Treasure Island Development Authority,** a public body corporate and politic (the "Authority").

RECITALS

WHEREAS, Authority and Contractor have entered into that certain Refuse Collection Agreement dated September 1, 2002 (hereafter, the "Agreement"); and

WHEREAS, on August 25, 2005, Executive Director and Contractor agreed to amend the Agreement (hereafter, the 1st Amendment) to extend the term of the Agreement to September 30, 2005, and

WHEREAS, Authority and Contractor desire to modify the Agreement on the terms and conditions set forth herein;

NOW, THEREFORE, Contractor and the Authority agree as follows:

1. **Modifications to the Agreement.** The Agreement is hereby modified as follows:

   (a) **Section 5.** Section 5 of the Agreement currently reads as follows:

   > Unless further extended in writing authorized by the Authority's Board of Directors, this Contract shall expire on September 30, 2005. Any extension shall be on the same terms, conditions, and specifications as the original Contract, except as provided for herein.

Such section is hereby amended in its entirety to read as follows:

> Unless further extended in writing authorized by the Authority's Board of Directors, this Contract shall expire on January 31, 2006. Any extension shall be on the same terms, conditions, and specifications as the original Contract, except as provided for herein.

2. **Effective Date.** Each of the modifications set forth in Section 1 shall be effective on and after October 1, 2005.

3. **Legal Effect.** Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and Authority have executed this Amendment as of the date first referenced above.

| AUTHORITY | CONTRACTOR: |
|---|---|
| **Treasure Island Development Authority, a public body corporate and politic** | **Golden Gate Disposal & Recycling Company, a California corporation** |
| By _____ Tony Hall Executive Director, SFRA, Deputy, for TIDA | By signing this Agreement, I certify that I comply with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and uncompensated time off. |
| | _____ Maurice B. Quillen |
| Dennis J. Herrera<br>City Attorney<br>By _____<br>Deputy City Attorney | |

# FIRST AMENDMENT TO REFUSE COLLECTION AGREEMENT

THIS FIRST AMENDMENT TO REFUSE COLLECTION AGREEMENT (this "Amendment") is made as of first day of September, 2005, in San Francisco, California, by and between the **Golden Gate Disposal & Recycling Company**, a California corporation ("Golden Gate" or "Contractor"), and the **Treasure Island Development Authority,** a public body corporate and politic (the "Authority").

RECITALS

WHEREAS, Authority and Contractor have entered into that certain Refuse Collection Agreement dated September 1, 2002 (hereafter, the "Agreement"); and

WHEREAS, Authority and Contractor desire to modify the Agreement on the terms and conditions set forth herein;

NOW, THEREFORE, Contractor and the Authority agree as follows:

1. **Modifications to the Agreement**. The Agreement is hereby modified as follows:

   (a) **Section 5.** Section 5 of the Agreement currently reads as follows:

   > Except as provided for in this Paragraph, this Contract shall be expire one year from the effective date of the Contract. The Authority reserves the unconditional right to renew this agreement for two (2) additional one-year periods. The Authority will provide the Contractor with sixty (60) days notice of its intent to renew. Any renewal shall be on the same terms, conditions, and specification as the original Contract, except as provided for herein.

Such section is hereby amended in its entirety to read as follows:

> Unless further extended in writing authorized by the Authority's Board of Directors, this Contract shall expire on September 30, 2005. Any extension shall be on the same terms, conditions, and specifications as the original Contract, except as provided for herein.

2. **Effective Date.** Each of the modifications set forth in Section 1 shall be effective on and after September 1, 2005.

3. **Legal Effect.** Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and Authority have executed this Amendment as of the date first referenced above.

**AUTHORITY**

**Treasure Island Development Authority, a public body corporate and politic**

By _____
Tony Hall
Executive Director

Dennis J. Herrera
City Attorney

By _____
Deputy City Attorney

**CONTRACTOR**

**Golden Gate Disposal & Recycling Company, a California corporation**

By _____
John A. Legnitto
General Manager

**Exhibit "A"**

**Director's Finding of Emergency**

WHEREAS, On May 8, 2002, the Treasure Island Development Authority ("Authority") adopted a resolution approving the issuance of the "Invitation for Bid – Refuse Collection Service at Treasure Island and Yerba Buena Island;" and,
WHEREAS, On May 9, 2002, the Authority issued the Bid to the public; and
WHEREAS, The Authority did not receive any responsive bid on Monday, June 24, 2002 at 2:00 p.m., the Bid Due Date as specified by the Bid causing a failure of the Bid; and
WHEREAS, Golden Gate was the only company who submitted a bid, but the bid was late and was therefore non-responsive; and
WHEREAS, Because competition was inadequate, the Authority negotiated and approved an agreement with Golden Gate Disposal and Recycling Company ("Golden Gate") to provide refuse collection and disposal services on Treasure Island and Yerba Buena Island pursuant to an agreement between the Authority and Golden Gate dated September 1, 2002 (the "Agreement"); and
WHEREAS, The Agreement will expire on September 1, 2005, and the Authority has not completed the issuance of a new competitive solicitation for refuse collections services as required by the Authority's Purchasing Policy and Procedures; and
WHEREAS, The Authority Board of Directors will not meet again until September 14, 2005, a date that follows the expiration date of the Agreement; and
WHEREAS, Golden Gate has indicated its willingness to continue providing refuse collection and disposal services on the same terms and conditions as set forth in the Agreement for thirty (30) additional days to allow the Authority Board of Directors to consider an additional extension to the Agreement; and
WHEREAS, If the Agreement is not extended, refuse collection and disposal for the approximately 3,000 residents as well as the commercial and office tenants and occupants of Treasure Island and Yerba Buena Island (including the Authority's offices) will stop on September 1, 2005, and the household refuse from such residents and the refuse from the commercial and office tenants and occupants (including food and other bio-waste products) will accumulate, potentially attracting pests and causing other health and safety concerns for all occupants and users of Treasure Island and Yerba Buena Island.
NOW THEREFORE, I, TONY HALL, Executive Director of the Treasure Island Development Authority, hereby find and declare that an emergency situation exists of such urgency that an interruption in refuse collection and disposal services cannot be allowed to occur. I therefore authorize and approve a thirty (30) day extension of the Agreement with Golden Gate.
Dated:

_____
Tony Hall,
Executive Director,
Treasure Island Development Authority

TIDA
FOL: FINANCE



# REFUSE COLLECTION AGREEMENT

THIS AGREEMENT by and between Golden Gate Disposal & Recycling Company ("Golden Gate" or "Contractor"), a California corporation, and the Mayor's Office – Treasure Island Project Office is effective on the first day of September 2002.

## RECITALS

WHEREAS, On May 8, 2002, the Treasure Island Development Authority ("Authority") adopted a resolution approving the issuance of the "Invitation for Bid – Refuse Collection Service at Treasure Island and Yerba Buena Island;" (the "Bid") and,

WHEREAS, On May 9, 2002, the Authority issued the Bid to the public; and

WHEREAS, The Authority did not receive any responsive bids on Monday, June 24, 2002 at 2:00 p.m., the Bid Due Date as specified by the Bid causing a failure of the Bid; and

WHEREAS, Golden Gate was the only company who submitted a bid, but the bid was less than five minutes late and is therefore non-responsive; and

WHEREAS, In accordance with Section 21.6 of the San Francisco Administrative Code, the Executive Director began contract negotiation with Golden Gate for the provision of refuse collection under terms and conditions similar to those set forth in the Bid; and

WHEREAS, Golden Gate has agreed to perform refuse collection services under the terms and conditions set forth in the Bid a fee of $10.17 per cubic yard of refuse collected plus the disposal costs incurred by Golden Gate at Sanitary Fill Transfer Station; and

WHEREAS, On August 14, 2002, the Authority approved the terms of the negotiated Agreement with Golden Gate and authorized the Executive Director to execute such Agreement;

NOW, THEREFORE, IT IS MUTUALLY AGREED:

## CONFLICT OF INTEREST

1. The Authority's officers, employees, Directors, and agents shall follow all applicable financial disclosure and disqualification/Conflict of Interest provisions of the State Political Reform Act, Government Code § 1090 and any other applicable law or regulation. No employee, officer, Director or agent of the Authority shall participate in the selection or in the award or administration of an Authority Agreement if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer, Director or agent, or any member of his or her immediate family, or those with whom any of the above referenced persons has, or intends to have, a business or employment relationship, has a financial or other interest in the firm selected for award or whose Agreement is to be administered.

** Complete copy of document is located in

File No. 120741