

1 [Contract - Allied Waste Services of North America, LLC - Refuse Collection and  
2 Disposal Services - Not to Exceed \$119,000,000]

3 **Resolution approving and authorizing the Office of Contract Administration (OCA)**  
4 **to enter into Contract 1000032083 between the City and County of San Francisco**  
5 **and Allied Waste Services of North America, LLC for the provision of refuse**  
6 **collection and disposal services at City facilities with an initial contract duration of**  
7 **seven years, commencing on April 1, 2024, through March 30, 2031, with an option**  
8 **to extend for three additional years through March 30, 2034, for a total contract**  
9 **duration of 10 years, and with a total contract not to exceed amount of**  
10 **\$119,000,000 for the full 10-year duration under Charter, Section 9.118(b); and to**  
11 **authorize OCA to enter into amendments or modifications to the Contract that do**  
12 **not materially increase the obligations or liabilities to the City and are necessary**  
13 **to effectuate the purposes of the Contract or this Resolution.**

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15 WHEREAS, Charter, Section 9.118(b), requires the Board of Supervisors to  
16 approve by Resolution contracts estimated to cost the City \$10,000,000 or more or with  
17 a term in excess of 10 years; and

18 WHEREAS, The contract referenced above is on file with the Clerk of the Board of  
19 Supervisors in File No. 240107, which is hereby declared to be part of this Resolution as  
20 if set forth fully herein; and

21 WHEREAS, The contract was competitively procured pursuant to Administrative  
22 Code, Chapter 21.1, through a Request for Proposals issued by the Office of Contract  
23 Administration (“OCA”) on June 30, 2022, under Sourcing Event 0000006945, for the  
24 collection and disposal of refuse generated at City facilities; and

1           WHEREAS, Sourcing Event 0000006945 resulted in the conditional award to  
2 Allied Waste Services of North America, LLC (“Allied”) as the highest ranked proposer;  
3 and

4           WHEREAS, Prior to the City entering into the contract, the Planning Department  
5 considered whether entering into the contract would have environmental impacts and  
6 require environmental review under the California Environmental Quality Act (Pub.  
7 Resources Code, Sections 21000 et seq. “CEQA”); and

8           WHEREAS, CEQA mandates that “when an EIR has been certified or a negative  
9 declaration has been adopted for a project, no subsequent EIR shall be prepared for that  
10 project, unless the lead agency determines, on the basis of substantial evidence” that the  
11 project or its circumstances have changed, or there is new information, and that those  
12 changes or new information would cause new significant impacts, or a substantial  
13 increase in the severity of previously identified impacts (CEQA, Section 21166; CEQA  
14 Guidelines, Section 15162); and

15           WHEREAS, CEQA authorizes lead agencies to prepare addenda to previously-  
16 prepared environmental documents when they consider adopting a revised project, and  
17 the conditions for preparing subsequent or supplemental environmental review are not  
18 met (CEQA Guidelines, Section 15164); and

19           WHEREAS, The Planning Department considered the impacts of the contract and  
20 prepared an addendum to three environmental documents: 1) the Final Negative  
21 Declaration for the Agreement for Disposal of San Francisco Municipal Solid Waste at  
22 Recology Hay Road Landfill in Solano County (Planning Department Case No.  
23 2014.0653E, State Clearinghouse No. 2015032014, issued July 21, 2015); 2) the Newby  
24 Island Sanitary Landfill and The Recyclery Rezoning Project Final Environmental Impact  
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1 Report (City of San Jose File No. PDC07-071, State Clearinghouse No. 2007122011,  
2 certified June 6, 2012); and the Main Wastewater Treatment Plant Land Use Master Plan  
3 Final Environmental Impact Report (City of Oakland Case No. and State Clearinghouse  
4 No. 2009112073, certified June 28, 2011) (collectively, “the prior environmental  
5 documents”); and

6 WHEREAS, The addendum concluded that no supplemental or subsequent  
7 environmental review is required prior to execution of the contract, because the  
8 environmental impacts of the contract have been adequately identified and analyzed  
9 under CEQA in the prior environmental documents, and the proposed contract would not  
10 result in any new or more severe environmental impacts than were identified previously;  
11 and

12 WHEREAS, On January 10, 2024, the Department of Public Health (“DPH”)  
13 issued a Conditional Permit to Allied to operate its refuse collection trucks in  
14 performance of services under the contract; and

15 WHEREAS, DPH’s issuance of a final Permit to Operate Refuse Collection Trucks  
16 to Allied is contingent upon several conditions, including authorization by the Board of  
17 Supervisors to enter into this contract and compliance with CEQA; now, therefore, be it

18 RESOLVED, The Board of Supervisors has reviewed and considered the  
19 addendum and the prior environmental documents, and concurs with the Planning  
20 Department analysis and conclusions, finding that the addendum adequately identified  
21 and analyzed the environmental impacts of the contract, and that no additional  
22 environmental review is required under CEQA, Section 21166 and CEQA Guidelines,  
23 Sections 15162-15164, for the following reasons:

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1 (A) The contract will not have any new significant environmental effects  
2 or a substantial increase in the severity of previously identified significant impacts,  
3 beyond what was analyzed in the prior environmental documents; and

4 (B) No substantial changes have occurred with respect to the  
5 circumstances under which the contract would be carried out that would lead to the  
6 involvement of new significant environmental effects, or a substantial increase in the  
7 severity of effects identified in the prior environmental documents; and

8 (C) no new information of substantial importance to the projects  
9 analyzed in the prior environmental documents has become available, which would  
10 indicate that (i) the contract will have significant effects not discussed in the prior  
11 environmental documents; (ii) significant environmental effects identified in the  
12 previous environmental documents will be substantially more severe; (iii) mitigation  
13 measures or alternatives found not feasible, which would reduce one or more  
14 significant effects, have become feasible but the City refuses to implement them; or  
15 (iv) mitigation measures or alternatives, which are considerably different from those in  
16 the prior environmental documents, will substantially reduce one or more significant  
17 effects, but the City refuses to implement them; and, be it

18 RESOLVED, That the Board of Supervisors, under Charter, Section 9.118(b),  
19 hereby approves and authorizes OCA to execute Contract 1000032083 between the  
20 City and County of San Francisco and Allied Waste Services of North America, LLC for  
21 the provision of refuse collection at City facilities and disposal services with an initial  
22 contract duration of seven years, commencing on April 1, 2024, and ending on  
23 March 30, 2031, with an option to extend for three additional years through March 30,

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1 2034, for a total contract duration of 10 years, and with a total contract not to exceed  
2 amount of \$119,000,000 for the full 10-year duration; and, be it

3 FURTHER RESOLVED, That the Purchaser is authorized to make any  
4 modifications to the lodged contract reasonably necessary to consummate the  
5 transaction that the Purchaser determines, in consultation with the City Attorney, are in  
6 the best interest of the City; do not materially increase the obligations or liabilities of  
7 the City; are necessary or advisable to effectuate the purposes and intent of the  
8 contract and this Resolution; and are in compliance with all applicable laws, including  
9 the City's Charter; and, be it

10 FURTHER RESOLVED, That within 30 days of the contract being fully executed  
11 by all parties, the Purchaser shall provide the final copies of the contract to the Clerk of  
12 the Board for inclusion into the official file.

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