

EIGHTH AMENDMENT TO COUNTY FRANCHISE AGREEMENT FOR SOLID
WASTE COLLECTION AND REMOVAL
(Original Agreement Dated April 1, 1993)

This eighth amendment to Said Agreement is made and entered into this ___ day of _____, _____ by and between the County of Marin, a political subdivision of the State of California, hereinafter referred to as "County," and Bay Cities Refuse Service, Inc., a California corporation, hereinafter referred to as "Company."

WITNESSETH

WHEREAS, the County and the Company have heretofore entered into a written franchise agreement, dated April 1, 1993, relating to the collection and removal of solid waste; and

WHEREAS, the agreement provides for modification with written approval of both the parties; and has been previously so modified; and

WHEREAS, said agreement was subsequently amended by an Amendment to County Franchise Agreement for Refuse Collection and Removal dated December 20, 1994, an Amendment dated January 4, 2000, an Amendment dated December 19, 2000, an Amendment dated December 18, 2001, an Amendment dated January 7, 2003, an Amendment dated January 13, 2004 and an Amendment dated January 11, 2005; and

WHEREAS, the County and the Company now desire to modify the agreement an eighth time as set forth below;

NOW, THEREFORE it is mutually agreed that the written franchise agreement dated April 1, 1993 shall be further amended and modified in the following manner:

1. Exhibit B-7 of the agreement shall be amended and replaced by Exhibit B-8 effective January 1, 2006, which exhibit B-8 is attached hereto, and sets forth revised rates, to be effective on January 1, 2006:
2. Section 9, Rates for Services, is hereby amended to read as follows:
 - (a) Rates: The rates charged by Company for its services as approved by County shall be such as to assure Company a fair and reasonable profit from its operations within the South Marin Franchise Area No. 1. Beginning January 1, 2007 and continuing through December 31, 2009, on the first day of each calendar year, the previously existing rates shall be increased, based upon the percentage of increase reflected in the United States Department of Labor Statistics, Consumer Price Index

("Index") for All Urban Consumers for the San Francisco-Oakland-San Jose, California area, hereinafter referred to as the "CPI" as measured for the previous twelve (12) months ending in October of each year. The rates effective as of January 1, 2006 as are set forth on Exhibit B-8, attached hereto. If the CPI is substantially revised or discontinued during this period, such other government index or computation shall be used, as is mutually agreed upon by the Company and the County, which would obtain substantially the same result as would be obtained if the CPI had not been revised or discontinued during this period. Notwithstanding, the increases as set forth above, the rate shall be a minimum of 2%, but shall not be increased more than 3%.

(b) Periodic Review. Commencing in 2009 and every four (4) years thereafter, Company shall submit by July 31, 2009, on the respective July of the fourth year hereafter, operation and financial statements and/or such other and additional information relating to the operations of the Company in the South Marin Franchise Area, as may be requested deemed appropriate by the County. At the time of this review, the COUNTY may consider changes to the rate settling process.

(c) No increase in the rates may be made without prior approval of the Board of Supervisors after a duly noticed public hearing, nor shall any applications for a rate increase be accepted by the Board of Supervisors more frequently than once per calendar year. For purposes of any such hearing on a proposed rate increase, only the costs of Company allocable to operations in the franchise area shall be relevant to the proceedings. (Except as specifically amended herein all other provisions of Section Nine (9) shall remain the same and in full force and effect.)

3. Section 29, Street Sweeping, is hereby added to the franchise agreement to read as follows:

(a) Company will initiate, operate, and maintain weekly street sweeping service for all streets detailed in Exhibit C. In consideration of the rate increases set forth herein, Company agrees to provide service at no additional charge to each residential and commercial account within South Marin Franchise Area number one, beginning January 1, 2006. Company will furnish all labor, materials, tools and equipment necessary to complete all work as herein specified.

(b) A mechanical sweeper shall be used weekly by Company to remove dirt, pebbles, glass, paper, cans and other materials from street surfaces. Company must also remove large items such as large stones, tree limbs, wood, refuse, and other such materials in the areas to be swept.

4. Other than as herein specifically amended and modified, all other terms set forth in the prior agreement shall remain the same and continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have entered into this Eighth Amendment to the Agreement the day and year first above written.

DATE _____

COUNTY OF MARIN

BAY CITIES REFUSE SERVICE, INC.

By _____
President, Board of Supervisors

By _____
Lewis Figone
President

Secretary

ATTEST:

Clerk

APPROVED AS TO FORM

Office of the Marin County Council

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EXHIBIT B-8

Franchise Agreement Between Bay Cities Refuse and the County of Marin

Eighth Amendment to County Franchise Agreement
for Solid Waste and Removal

Amended Rates

Effective January 1, 2006:

Cubic Yard Rate: \$22.50 per cubic yard.

1 Can Rate: \$22.50 per month (area serviced near Richardson Bay and Sausalito).
(30 gallon)

1 Can Rate: \$25.32 per month (area serviced includes Forts Barry, Baker, and Cronkhite).
(30 gallon)

Compacted Rate: \$44.86 per cubic yard (jumbo containers, 15, 20, 30, and 40 cubic yard).

EXHIBIT C

Franchise Agreement Between Bay Cities Refuse and the County of Marin

Street Sweeping

The following lists streets to be mechanically swept a minimum of once every seven days by the Company:

1. Alta Avenue.
2. Bay Vista Circle.
3. Bolinas Street.
4. Braun Court.
5. Buckelew Street.
6. Burgess Court.
7. Cole Drive.
8. Donahue Street.
9. Drake Avenue.
10. Dutton Court.
11. Eureka Street.
12. Flemings Court.
13. Gate 6 Road.
14. Pacheco Street.
15. Park Circle.
16. Terners Drive.
17. Shoreline Highway (between Panoramic and US 101).
18. US Highway 101 underpass at Marin City