

**COUNTY OF SONOMA
AGENDA ITEM
SUMMARY REPORT**

Clerk of the Board Use Only
 Meeting Date: ___/___/___ Held Until: ___/___/___
 Agenda Item No: _____ Agenda Item No: _____

Department: Transportation and Public Works

[] **4/5 Vote Required**

Contact:
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Phone:
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Board Date:
07/21/09

Deadline for Board Action:

Agenda Short Title:

Amendment to Household Hazardous Waste Facility Operator Contract

Requested Board Action:

Approve and authorize the Chair to execute the Seventh Amendment to Agreement for Operations of Household Hazardous Waste Programs between the County of Sonoma, the Sonoma County Waste Management Agency, and Clean Harbors Environmental Services, Inc., extending the term of the Agreement until January 6, 2011.

CURRENT FISCAL YEAR FINANCIAL IMPACT

EXPENDITURES

ADD'L FUNDS REQUIRING BOARD APPROVAL

Estimated Cost \$ -0-

Contingencies \$
(Fund Name:)

Amount Budgeted \$ -0-

Unanticipated Revenue \$
(Source:)

Other Avail. Approp \$ -0-
(Explain below)

Other Transfer(s) \$ _____
\$

Additional Requested

Add'l Funds Requested:

Explanation (if required):

Prior Board Action(s): 11/4/08: Board approved Sixth Amendment. 8/21/07: Board approved Fifth Amendment. 1/23/07: Board approved Fourth Amendment. 8/15/06: Board approved Third Amendment. 1/3/06: Board approved Second Amendment. 6/11/02: Board approved Household Hazardous Waste Facility Operators contract and First Amendment.

Alternatives - Results of Non-Approval: The Board could request the SCWMA to develop a Request for Proposals. If the Seventh Amendment is not approved, household hazardous waste collection and disposal services to residents and businesses and load check waste collection and disposal services would not be available after January 6, 2010.

Background:

The County of Sonoma and the Sonoma County Waste Management Agency (SCWMA) entered into an agreement ("Agreement") with Teris, LLC (dba MSE Environmental) on June 11, 2002. The First, Second, and Third Amendments to the Agreement added flexibility in the operating hours and days, natural disaster services, and additional staffing to handle the increase volume of waste. The Fourth Amendment assigned the Agreement from Teris, LLC to Clean Harbors Environmental Services, LLC (Clean Harbors) as required by the terms of the original agreement and became effective on January 6, 2005. The Fifth and Sixth Amendments each extended the term of the Agreement. The Agreement will terminate on January 6, 2010.

On February 25, 2009, Clean Harbors offered to extend the Agreement to 2011 without any changes to the compensation or terms of the Agreement. On May 20, 2009, the SCWMA unanimously approved the Seventh Amendment extending the Agreement until January 6, 2011.

Clean Harbors was selected to operate the Household Hazardous Waste program (HHW), which includes load check waste collection and disposal services, through a competitive Request for Proposals conducted in 2001. Clean Harbors has specialized expertise not available within the County, thereby making contracting for these services the most effective business decision. In addition, the rates charged to the County for load check waste collection and disposal services will remain unchanged.

Since this amendment will maintain the current rates for disposal of load check wastes, staff is recommending approval of the Seventh Amendment. Without this amendment, it would be necessary to request the SCWMA to develop a Request for Proposals (RFP) for operation of the HHW program, including a separate agreement for collecting load check wastes, with a contract start date of January 6, 2010. Requesting the SCWMA to develop an RFP for the entire HHW program, which currently includes load check wastes, before a decision on the divestiture is completed would require an extensive RFP requiring proposers to develop two responses -- one if the County solid waste facilities are divested and one if the divestiture is not successful. Approving this amendment at this time would save staff time, legal expenses, and other resources required for the development of an extensive RFP.

(continued on next page)

Attachments: None

On File With Clerk: Seventh Amendment

CLERK OF THE BOARD USE ONLY

Board Action (If other than "Requested")

Vote:

Background (continued):

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The Refuse Enterprise Fund budget for FY 09/10 includes \$40,000 for transportation and disposal of hazardous waste collected through the load checking program at the transfer stations (286112-6525), while the SCWMA pays an operating fee of \$315,000, \$20,000 for public information about the program, and approximately \$1,065,000 in disposal fees for a total of \$1,400,000 each fiscal year to Clean Harbors (799312-6500). The Seventh Amendment extends the term of the Agreement until January 6, 2011. There are no other changes to the current terms and conditions of the Agreement, and no additional funds are requested.

This Seventh Amendment to the Agreement has been reviewed and approved as to form by County Counsel.

Recommendation:

Approve and authorize the Chair to execute the Seventh Amendment to Agreement for Operations of Household Hazardous Waste Programs between the County of Sonoma, the Sonoma County Waste Management Agency, and Clean Harbors Environmental Services, Inc., extending the term of the Agreement until January 6, 2011.