



BOARD OF SUPERVISORS  
AGENDA LETTER

Agenda Number:

Clerk of the Board of Supervisors  
105 E. Anapamu Street, Suite 407  
Santa Barbara, CA 93101  
(805) 568-2240

**Department Name:** Public Works  
**Department No.:** 054  
**For Agenda Of:** March 17, 2015  
**Placement:** Administrative  
**Estimated Time:**  
**Continued Item:** No  
**If Yes, date from:**  
**Vote Required:** Majority

---

**TO:** Board of Supervisors

**FROM:** Department Scott D. McGolpin, P.E. Director, ext. 3010  
Director(s)  
Contact Info: Mark Schleich, P.E. Deputy Director, ext. 3605

**SUBJECT:** **Second Amendment to Three-Year Hazardous Waste Contract with Clean Harbors Environmental Services, Inc. All Supervisorial Districts**

---

**County Counsel Concurrence**

As to form: Yes

**Other Concurrence:** Risk Management

As to form: Yes

**Recommended Actions:**

That the Board of Supervisors:

- A. Approve and execute the attached Second Amendment to the Agreement with Clean Harbors Environmental Services, Inc. for the transportation, management, recycling and disposal of hazardous waste collected through County solid waste collection programs. The Amendment increases the contract amount by \$152,000.00 for a total of a three (3) year agreement in a not-to-exceed amount of \$1,545,118.00.
- B. Find that the proposed Amendment to the contract does not constitute a "Project" within the meaning of CEQA, pursuant to 14 CCR 15378 (b)(5) (administrative activity of government).

**Summary Text:**

In June 2012, your Board approved a three-year contract with Clean Harbors Environmental Services, Inc. for a total cost not to exceed \$1,393,118 (FY 12/13: \$501,451; 13/14: \$439,245; FY 14/15: \$452,422). Concurrently, the County was in negotiations with PaintCare, a paint stewardship organization, for the assumption of all costs associated with the transportation, handling and disposal of paint collected through the County's solid waste collection programs. Due to extensive contract negotiations, implementation of the program did not begin until March 2014, which was later than anticipated. In addition, the permanent collection center located at UCSB received more waste than

expected, the result of which is higher disposal costs. The delay in implementation of the program and the increased disposal costs have resulted in a need to increase the contract amount with Clean Harbors for the final six months of the contract. The program is funded by a program fee added to the residential and commercial trash bills for the Cities of Santa Barbara and Goleta, and the unincorporated area of Santa Barbara County.

**Background:**

The County provides a variety of opportunities for the community to appropriately dispose of hazardous waste, including a permanent collection center located at UCSB, a more limited collection facility located at the Santa Ynez Recycling & Transfer Station, and three one-day hazardous waste collection events held in the Santa Ynez Valley and New Cuyama. In addition, there is a very limited amount of household hazardous waste improperly disposed at other County facilities. The Cities of Lompoc and Santa Maria provide hazardous waste collection in the Lompoc and Santa Maria areas, which is funded through landfill tipping fees.

The greatest quantity of hazardous material is collected at the permanent collection center located at UCSB which is open to residents every Saturday and Sunday, and to small businesses every Friday by appointment, and the three one-day collection events in the Santa Ynez Valley and New Cuyama. This Board Letter relates to increasing the contract amount between the hazardous waste management company and the County to service these programs.

The original contract was for a not-to-exceed amount of \$1,393,118, representing a total of \$501,451 for Year 1, \$439,245 for Year 2, and \$452,422 for Year 3. The projected dollar amounts were based on actual costs incurred through the above-mentioned programs. In Year 2, a decrease was anticipated due to a new statewide paint stewardship program that would have covered the cost for managing paint collected by our programs thereby reducing our overall cost. However, challenges in the contract negotiations with PaintCare delayed implementation of this cost coverage until March 2014 and this delay, along with an increase in material received at the permanent collection center located at UCSB, has resulted in a need to increase the contract amount by \$152,000 for the final six months of the contract for a total not-to-exceed contract amount of \$1,545,118.

The new paint stewardship program referenced above was created by AB 1343 to reduce the generation of unwanted paint, promote the reuse and recycling of post-consumer paint, and safely manage non-recyclable paint. Under the program, an upfront fee is added to the cost of new paint at the point of sale. In return, participating jurisdictions enter into a contract with PaintCare to cover the cost of collection and disposal of paint.

**Performance Measure:**

There is a performance measure of operating the CHWCC housed at UCSB at a rate of \$1.65 per pound. There are three financial aspects to the program: 1) County administration of the program, 2) a contract with UCSB for use of the facility, as well as employees that work at the Center, and 3) a contract with a hazardous waste management company that collects the material received and packaged at the facility, and transports it to an appropriate treatment or disposal facility. The Amendment proposed here is the third component of the program and its costs are included in the performance measure.

**Fiscal and Facilities Impacts:** Budgeted: Yes.

**Fiscal Analysis:**

<b><u>Funding Sources</u></b>	<b><u>Current FY Cost:</u></b>	<b><u>Annualized On-going Cost:</u></b>	<b><u>Total One-Time Project Cost</u></b>
General Fund			
State			
Federal			
Fees			
Original Contract -			
Enterprise Fund		\$ 1,393,118.00	\$ 1,393,118.00
Amendment No. 2 -			
Enterprise Fund		\$ 152,000.00	\$ 152,000.00
<b>Total</b>	\$ -	\$ 1,545,118.00	\$ 1,545,118.00

There are sufficient funds budgeted in the Professional Services line item in the Resource Recovery & Waste Management (RR&WM) Division Enterprise Fund budget for FY 14/15 to accommodate the increase in contract amount.

**Key Contract Risks:**

This Amendment is for a one-time increase to the original contract amount in order to continue funding the transportation, management, recycling and disposal of hazardous waste collected through County solid waste collection programs. Payments will be made after services are rendered and appropriate reporting documentation for household hazardous waste managed has been received by the County.

Clean Harbors Environmental Services, Inc. is a company that provides household hazardous waste services nationwide. To date, they have fulfilled all service obligations for the County and this Amendment to the contract should pose a low risk to the County. The program is funded by a program fee added to residential and commercial trash bills in participating jurisdictions.

It is not anticipated that there will be any operational or facility impacts.

**Staffing Impacts:**

<b><u>Legal Positions:</u></b>	<b><u>FTEs:</u></b>
0	0

**Special Instructions:**

Please provide the minute order and a signed copy of the contract amendment to Jody Rundle in the Resource Recovery & Waste Management Division of Public Works.

**Attachments:**

Second Amendment to Agreement; Original Agreement; Original Exhibits A, B, and C; and Original Attachments A1 and B1

**Authored by:**

Jody Rundle, Resource Recovery & Waste Management Division, ext. 3602

C:\Users\dabib\AppData\Local\Microsoft\Windows\Temporary Internet Files\Content.Outlook\GPZJMTYS\Board Agenda Letter.docx

!BoardLetter2006.dot v 1106c