

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: Environmental Resources

BOARD AGENDA # *B-5

Urgent

Routine

AGENDA DATE October 27, 2015

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval to Extend the Stanislaus County Refuse Removal Franchise Agreement with Turlock Scavenger Company, through November 5, 2019

STAFF RECOMMENDATIONS:

1. Approve the extension of the Stanislaus County Refuse Removal Franchise Agreement (Area 3) with Turlock Scavenger Company, through November 5, 2019.
2. Authorize the Chief Executive Officer to execute the contract extension for Stanislaus County Refuse Removal in Franchise Area 3 with Turlock Scavenger Company.

FISCAL IMPACT:

Residential and business customers in Area 3 will see no change in their monthly refuse collection rates for the remainder of Fiscal Year 2015-2016. Collection rates may change for Fiscal Year 2016-2017 following a public hearing and Board of Supervisors approval.

BOARD ACTION AS FOLLOWS:

No. 2015-499

On motion of Supervisor Chiesa, Seconded by Supervisor Monteith

and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Monteith, DeMartini, and Chairman Withrow

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:

ATTEST:

Christine Ferraro
CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval to Extend the Stanislaus County Refuse Removal Franchise Agreement with Turlock Scavenger Company, through November 5, 2019

DISCUSSION:

Franchise Area 3 consists of the unincorporated areas west of Modesto between Shoemake and California Avenues, and generally, the unincorporated areas of the County east of Modesto and south of Dry Creek, excluding the adjacent Franchise Area 4 also served by Turlock Scavenger Company. Approximately 7,020 residential customers, 751 commercial bin customers, and about a 656 drop-box hauls per year are included in this service area.

On August 11, 2009, the Board of Supervisors approved the award of Franchise Refuse Removal Area 3 to Turlock Scavenger Company. This award was the result of a competitive procurement process. Following the execution of the Franchise Agreement for Area 3 with Turlock Scavenger, Waste Management, Inc., agreed to voluntarily terminate their agreement at midnight on October 31, 2009. This modification allowed for a more efficient transfer of services and prevented the two service providers from incurring administrative costs.

Since the execution of the Agreement in 2009, Turlock Scavenger has satisfactorily provided refuse collection services to the residents and businesses in Franchise Refuse Collection Area 3. The current Agreement with Turlock Scavenger will end on November 5, 2016. The Agreement contains a provision for a 3-year extension at the County's discretion. To extend the Agreement the County must notify the Franchisee before November 5, 2015. Amendment No. 2 (Attachment A) has been prepared to allow the continuation of all of the provisions of the current Agreement.

POLICY ISSUE:

The recommended actions support the Board's priorities of A Safe Community, A Healthy Community, and a Well-Planned Infrastructure System and the Department's mission to promote a safe and healthy environment and improve the quality of life in the community through a balance of science, education, partnerships and environmental regulation.

STAFFING IMPACTS:

Existing staff will continue to oversee the Franchise Agreement.

CONTACT PERSON:

Jami Aggers, Director

Telephone: 209-525-6770

ATTACHMENTS:

Amendment No. 2 to Franchise Agreement with Turlock Scavenger (Attachment A)

AMENDMENT NO. 2
TO
FRANCHISE AGREEMENT

This Amendment No. 2 to Franchise Agreement ("Amendment No. 2") by and between the County of Stanislaus ("County") and Turlock Scavenger Company ("Franchisee") (collectively the "Parties") is made and entered into on October 27, 2015.

Whereas, the County and Franchisee entered into a Franchise Agreement on August 11, 2009, which was amended on October 27, 2009 ("Amendment No. 1"); and

Whereas, the County desires to extend the term of this Agreement for three additional years; and

Whereas Article 1 Section 1.1 "B" of the Agreement allows for extension of the Agreement for up to three years, and Article 9 Section 9.5 of the Agreement allows for the Agreement to be amended in writing; and

Whereas, this amendment is for the mutual benefit of the County and Franchisee;

Now, therefore, the County and Franchisee agree as follows:

1. Article 1.1 A of the Agreement is amended to read as follows:

"1.1 Term of the Agreement:

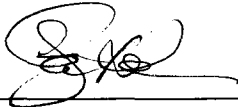
A. Initial Term: The initial term of this Agreement shall commence at 12:01 a.m. on November 1, 2009, and shall end at 11:59 p.m. on November 5, 2016, unless terminated earlier or extended as provided in this Agreement.

B. Extension: The extended term of this Agreement shall commence at 12:01 a.m. on November 6, 2016, and shall end at 11:59 p.m. on November 5, 2019, unless terminated earlier or extended as provided in this Agreement. This extension shall not include a change in rates, except as provided in Article 3 of this Agreement."

2. Except as provided in this Amendment, all other terms and conditions of the Agreement remain unchanged.

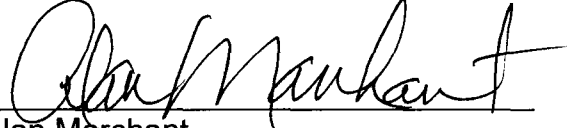
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, on the date and year first above written.

COUNTY OF STANISLAUS



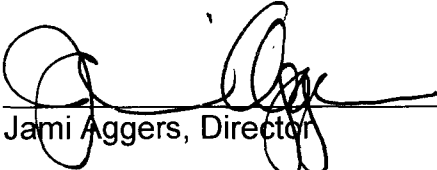
Stan Risen
Chief Executive Officer

FRANCHISEE




Alan Marchant
President

APPROVED AS TO CONTENT:
Dept. of Environmental Resources

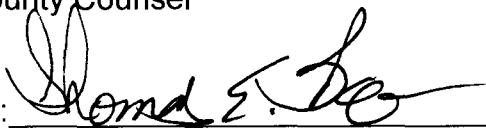


Jami Aggers, Director



Lee Marchant
Treasurer/Secretary

APPROVED AS TO FORM:
JOHN P. DOERING
County Counsel

By: 

Thomas E. Boze
Assistant County Counsel