

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

414



**FROM:** Waste Management Department

**SUBMITTAL DATE:**  
April 15, 2013

**SUBJECT:** One Year Extension of Professional Service Agreement for Household Hazardous Waste (HHW) Collection and Disposal Services

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Authorize the Purchasing Agent to execute Amendment No. 7 for the existing Household Hazardous Waste Collection and Disposal Services Agreement with Clean Harbors Environmental Services, Inc. (CHES) for a one year extension; and
2. Reduce the annual amount of the Agreement from \$2,500,000 to \$1,050,000.

**BACKGROUND:** The Household Hazardous Waste (HHW) Collection Program began as a mobile HHW program in 1988. The program was first operated by the Riverside County Environmental Health Agency's Hazardous Material Division, and on July 1, 2006 the program was transferred to the Waste Management Department (Department). In Fiscal year 2011/2012, over 19,800 households were served and 1.2 million pounds of HHW were collected and properly recycled and/or disposed from four permanent HHW collection facilities and 35 temporary collection event days. The bulk of event and facility staffing and hazardous waste handling, transportation, recycling and disposal are performed through a contracted service provider. (continued)

*[Signature]*

Hans W. Kernkamp  
General Manager – Chief Engineer

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 1,050,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ N/A	Budget Adjustment:	No
	Annual Net County Cost:	\$ N/A	For Fiscal Year:	13/14

<b>SOURCE OF FUNDS:</b> Enterprise Funds	<b>Positions To Be Deleted Per A-30</b>	<input type="checkbox"/>
	<b>Requires 4/5 Vote</b>	<input type="checkbox"/>

**C.E.O. RECOMMENDATION:**

APPROVE  
*[Signature]*  
BY: Steven C. Horn, MPA

**County Executive Office Signature**

- |   |  |
|---|--|
| <input type="checkbox"/> Consent            | <input type="checkbox"/> Policy            |
| <input checked="" type="checkbox"/> Consent | <input checked="" type="checkbox"/> Policy |

Dep't Recomm.:  
Per Exec. Ofc.:

Prev. Agn. Ref.: 12.1 (9/16/08)

District: All

Agenda Number:

12-2C

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

FORM APPROVED COUNTY COUNSEL  
BY: NEAL R. KIPNIS  
DATE: 4/15/13

Purchasing:  
Mark Seiler, Assistant Director

Departmental Concurrence

1000 Y68 30 6WIS: 18  
CLERK'S OFFICE OF THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, CALIFORNIA

In 2010, Governor Schwarzenegger signed Assembly Bill 1343 creating the California Architectural Paint Recovery Program called "PaintCare". The new law required paint manufacturers to develop and implement a program to collect, transport, and process post-consumer paint and other architectural coatings to reduce the costs and environmental impacts of their disposal in California. The program's primary goals are to: (1) reduce the generation of post-consumer architectural coatings; (2) promote reuse of post-consumer architectural coatings; and (3) ensure proper recycling and disposal of waste consumer paints.

Since enactment of the California Paint Stewardship Law (California Public Resources Code Section 48700-48706), the Department has been in contact with other jurisdictions and worked with County Counsel to establish a draft agreement directly with PaintCare that was amenable to both parties. However, delays in contract negotiations between PaintCare and the Department made it difficult to develop a Request for Proposal (RFP) for Household Hazardous Waste and Disposal Contract Services before the current service contract ends.

In March 2013, a group of public agencies developed a streamlined process to benefit from the PaintCare program, while maintaining indemnification through their Household Hazardous Waste (HHW) service providers. These agencies and the Department will now use this new process for the collection of post-consumer paint. The Department is, therefore, requesting a one year extension to the current HHW program contract while the RFP that includes the PaintCare program is finalized.

**PRICE REASONABLENESS:**

By extending the current contract the Department will immediately benefit from the PaintCare program now and through the next fiscal year. The implementation of PaintCare through CHES is estimated to save the County over \$200,000 during the one year contract extension. Due to the PaintCare savings, CHES has also recently agreed to increase the amount of HHW residents are allowed to bring to program collection locations from 5 gallons to 15 gallons per trip, while at the same time reducing the per car rate from \$77.50 to \$68.34. In addition, CHES will immediately begin managing PaintCare approved program products (waste paints) at the permanent facilities at no cost to the Department. The Department has already budgeted \$1,050,000 in its annual budget for Fiscal Year 2013/2014, which covers the cost of this extension.



*Riverside County*  
**Waste Management Department**

*Hans W. Kernkamp, General Manager-Chief Engineer*

**Date:** April 16, 2013

**From:** Hans W. Kernkamp, General Manager-Chief Engineer      **Dept.** Waste Management

**To:** Board of Supervisors

**Via:** Melissa Etter, Buyer I

**Subject:** **Sole Source Procurement; Request for Household Hazardous Waste Collection and Disposal Services for HHW Collection Program**

The information below is provided in support of my Department requesting approval for a sole source. Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole source.

- 1. Supply/Service being requested:** One year extension of Household Hazardous Waste Collection and Disposal Services for HHW Collection Program to determine feasibility of the PaintCare program.
- 2. Supplier being requested:** Clean Harbors Environmental Services Inc. (CHES), vendor code # 46334.
- 3. Alternative suppliers that can or might be able to provide supply/service:** PSC Environmental Services, LLC).
- 4. Extent of market search conducted:** The Department contacted other government agencies to inquire about what options were available to implement the PaintCare program throughout the Household Hazardous Waste Collection Program. On March 26, 2013 during a Household Hazardous Waste Information Exchange meeting, PaintCare announced that a new option to use the County's existing Household Hazardous Waste Contractor would be available. Through PaintCare's requirements for this new approach, it allows the Department to implement PaintCare through its current HHW Collection Program and Disposal contractor.
- 5. Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:** CHES has established an agreement with the California Architectural Paint Recovery Program, also known as PaintCare, that will allow CHES to collect post-consumer paint from the Department's HHW Collection program at no charge.
- 6. Reasons why my department requires these unique features and what benefit will accrue to the county:** Other contractors do not have established contracts with the Department and PaintCare, therefore the Department would not be able to take advantage of the PaintCare program and the savings it provides to the County.
- 7. Price Reasonableness including purchase price and any ongoing maintenance or ancillary costs from the supplier:** The Department estimates saving \$200,000 during FY 13/14 through CHES for the collection of post-consumer paint. The Department will not be charged for packaging supplies, transportation, and recycling of collected post-consumer paint product


approved by PaintCare. CHES has agreed to hold their pricing structure for an additional year, requesting only a CPI increase of 2%, which would occur under any other contract. There are no ancillary costs.

8. Does moving forward on this product or service further obligate the county to future similar contractual arrangements or any ongoing costs affiliated with this sole source? (Maintenance, support, or upgrades, if so, please explain). No.
9. Period of Performance: One-year extension from July 1, 2013 through June 30, 2014, for a total amount of \$1,050,000.

*(Provide a defined period of performance. Please note multi-year terms require Board approval, unless renewable in one year increments and the Purchasing Agent approves the terms.)*

  
Department Head Signature \_\_\_\_\_ Date 4/16/13

Purchasing Department Comments:

<u>Approve</u>	Approve with Condition/s	Disapprove
Not to exceed: \$ <u>1,050,000</u>	One time	Annual Amount through <u>6-30-2014</u>
	<u>4-16-13</u>	<u>13-41</u>
Purchasing Agent	Date	Approval Number (Reference on Purchasing Documents)

**COUNTY OF RIVERSIDE  
AMENDMENT NO. 7 TO THE AGREEMENT  
WITH  
CLEAN HARBORS ENVIRONMENTAL SERVICES, INC**

CONTRACTOR: Clean Harbors Environmental Services, Inc.  
Contract Term: July 1, 2013 through June 30, 2014  
Effective Date of Amendment: July 1, 2013  
Annual Maximum Contract Amount: \$1,050,000.00  
Current Contract ID: WMARC-92645-001-06/13  
New Contract ID: WMARC-92645-001-06/14

The Agreement between Riverside County, herein referred to as COUNTY, and Clean Harbors Environmental Services, Inc. herein referred to as CONTRACTOR, is amended as follows:


1. On page 3 of the Agreement, amend Section 2 the "Period of Performance": To amend all reference to the Period of Performance from expiration of June 30, 2013 to a Period of Performance of July 1, 2013 through June 30, 2014, unless terminated as specified in Section 9 TERMINATION. All other terms of the Period of Performance in the Agreement shall apply.
2. On page 3 of the Agreement, amend section 3.2 the "Compensation". To amend the Professional Services Agreement, allow an annual increase of 2.0% in accordance with the Consumer Pricing Index for like services in the Greater Los Angeles, Riverside and Orange County area. Exhibit A cost sheet included as reference for updated accepted cost.
3. All other terms and conditions of the Agreement are to remain unchanged.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Amendment.


County  
County Purchasing and Fleet Services  
2980 Washington Street  
Riverside, CA 92504

Contractor  
Clean Harbors Environmental Services, Inc.  
1715 East Denni Street  
Wilmington CA 90744

By: \_\_\_\_\_  
Name: Walter Mack  
Title: Procurement Contract Specialist  
Date: \_\_\_\_\_

By:   
Name: MARK MOONEY  
Title: REGIONAL VP OF SALES  
Date: 4/22/2013

FORM APPROVED COUNTY COUNSEL

BY:   
NEAL R. KIPNIS DATE