



THE CITY OF SAN DIEGO

REPORT TO THE CITY COUNCIL

DATE ISSUED: March 10, 2010 REPORT NO: 10-035

ATTENTION: Natural Resources and Culture Committee
Agenda of March 17, 2010

SUBJECT: Household Hazardous Waste Services Contract Renewal

REFERENCE: REPORT NO: 00-142, Household Hazardous Waste Agreements,
July 24, 2000;
REPORT NO: 03-124, Hazardous Electronic Waste, June 11, 2003
REPORT NO: 05-087, CA Integrated Waste Management Board
HHW/Used Oil Recycling Grants and Agreements for FY 2006 – FY
2008, April 18, 2005;
REPORT NO: 06-113, Household Hazardous Waste Agreement,
August 8, 2006

REQUESTED ACTION:

1. Authorization to execute the First Amendment to the Agreement with Clean Harbors Environmental Services, Inc. for Household Hazardous Waste Collection and Disposal Services for a second one-year term beginning July 1, 2010.
2. Authorization to expend \$737,000 for FY2011 for the above First Amendment contingent on approval of the FY 11 Appropriations Ordinance and the Comptroller's certification that funds necessary for this expenditure are, or will be, on deposit in the City Treasury.

STAFF RECOMMENDATION: Approve the requested actions.

SUMMARY:

The City's Household Hazardous Waste (HHW) Program is a requirement of the 1989 California Integrated Waste Management Act (AB 939) and, more specifically, the Household Hazardous Waste Element. After a competitive process, Clean Harbors Environmental Services, Inc. (Clean Harbors) was awarded a one-year contract in 2009 (Request for Proposal No. 9639-09-W) to provide HHW collection and disposal services for City residents. The contract included an option to renew the contract for up to four additional one-year periods. Beginning with the second year of the contract, the cost for services will reach \$1,000,000. The Environmental Services Department recommends exercising the option to renew the contract for a second one-year term.

BACKGROUND:

CalRecycle (formerly the California Integrated Waste Management Board) was the lead State agency to enforce the 1989 California Integrated Waste Management Act (AB 939). As a follow-up to AB939, the State passed the Household Hazardous Waste Element (HHWE) in 1993. (Attachment One) The City's Integrated Waste Management Plan includes a HHWE that identifies how to achieve the safe collection, recycling, treatment, and disposal of household hazardous wastes.

The City collects and appropriately handles household hazardous waste in three ways. The first is the permanent Transfer Facility (HHWTF) at the Miramar Landfill that opened in November 1999. This facility has significantly improved the effectiveness of the program, and is a key part of the City's HHWE. Since its opening, the HHWTF has served more than 70,000 residents and nearly 8,000,000 pounds of HHW have been collected. Without this safe alternative, the hazardous waste would have entered the Miramar Landfill, the sewer system, or storm drains. The second component of the HHW Program is eight one-day auto product-recycling events held annually to collect used oil, oil filters, automotive batteries, and antifreeze. The third component is the City's Hazardous Substances Load Check program at the Miramar Landfill that detects and deters the disposal of a variety of unacceptable waste, including household hazardous waste.

Household hazardous wastes are leftover or unused products used in a residential setting for the maintenance of a home, yard, pool or vehicle. Because of their quantity, concentration, physical or chemical characteristics, HHWs pose a hazard to human health or the environment when improperly managed or disposed. Examples of common HHWs include paints, car-care products, pesticides, pool chemicals, light bulbs, and batteries. Nearly 90% of the HHW collected through the Program is recycled. For example, used motor oil is re-refined, metals and acids are recovered from batteries, and old paint is mixed together for re-use or as a cement additive.

The City has seen the cost for collection and disposal of HHW per household served decrease over the course of time due to efficiencies that City staff and Clean Harbors have been able to implement. Table One summarizes the cost per home for HHW services.

Table One: Cost to Provide HHW Collection and Disposal Services per Home

Fiscal Year	Cost per Home	% Reduction in Cost per Home after RFP
1999	\$126.31	
2000	\$88.79	30%
2004	\$89.65	
2005	\$63.96	29%
2009	\$62.80	
2010	\$57.38 ¹	9%

¹ Based on fiscal year 2010 data to date.

Clean Harbors began providing HHW collection and disposal services to the City in 2002. Following that, Clean Harbors was awarded the contract after an RFP process in 2003 and provided service over a five-year period from FY 2004 – FY 2009.

DISCUSSION

On April 15, 2009, the City issued RFP No. 9639-09-W for contract services to collect, store, and dispose of HHW for fiscal year 2010. The RFP included an option to renew for up to four additional one-year periods, contingent upon the contractor meeting all of the contract requirements and providing satisfactory service. Two vendors submitted responses to the RFP, and a Technical Review Committee evaluated the submittals. Clean Harbors was awarded the contract, which included services for the HHWTF, auto product recycling events, and the Miramar Landfill Load Check Program. The total contract value for FY 2010 was not to exceed \$737,000.

Clean Harbors has worked with City staff and provides convenient and cost effective HHW collection services for San Diego residents. The projected expenditures for FY 2010 are approximately \$610,000, which is 17% less than the total amount budgeted for this contract.

Clean Harbors provides safe, reliable service and has complied with the City's needs. This includes non-routine situations such as late notice to provide collection services and acceptance of unusual chemicals from a household. Staff recommends that the Clean Harbors contract be renewed. If renewal of the contract is not approved, then the HHWTF will not be available to San Diego City residents until the contract is approved or the City completes a new RFP process. The current contract with Clean Harbors expires on June 30, 2010.

FISCAL CONSIDERATIONS:

A formal Service Level Agreement (SLA) between Environmental Services, Public Utilities, and Storm Water Service provides funding for the program. Additional funding is provided from a CA Used Oil Block Grant awarded annually by CalRecycle.

PREVIOUS COUNCIL AND/OR COMMITTEE ACTION:

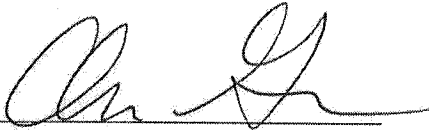
REPORT NO: 00-142, Household Hazardous Waste Agreements, July 24, 2000;
REPORT NO: 03-124, Hazardous Electronic Waste, June 11, 2003
REPORT NO: 05-087, CA Integrated Waste Management Board HHW/Used Oil Recycling Grants and Agreements for FY 2006 – FY 2008, April 18, 2005;
REPORT NO: 06-113, Household Hazardous Waste Agreement, August 8, 2006

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS:

The RFP technical evaluation committee was comprised of representatives from the Environmental Services, Public Utilities, and Storm Water departments and a representative from the City of Encinitas.

KEY STAKEHOLDERS AND PROJECTED IMPACTS:

The key stakeholders affected by the services are City of San Diego residents. The approval of the Clean Harbors contract renewal would result in a seamless continuation of HHW collection and disposal services with no adverse impact to City residents.



Chris Gonaver
Environmental Services Director



David Jarrell
Deputy Chief of Public Works

- Attachment One: Household Hazardous Waste Element Description
- Attachment Two: Contract between City and Clean Harbors (draft)

Attachment One

CIWMP Enforcement Part I: Plan Adequacy
As approved by CalRecycle on November 17, 1993

Household Hazardous Waste Element

Statutes: PRC sections 41500-41510

Each city and county is required to prepare, adopt and submit to CalRecycle, a HHWE which identifies a program for the safe collection, recycling, treatment, and disposal of hazardous wastes that are generated by households.

Regulations: 14 CCR sections 18750 – 18751.8, 18760 – 18775

These regulations clarify and provide guidance to local jurisdictions who prepare their HHWE. The HHWE specifies how household hazardous wastes generated by households within the jurisdiction must be collected, treated, and disposed. The HHWE is addressed in two Articles of Title 14, Chapter 9, of the CCR: Article 6.3, the Household Hazardous Waste Element; and Article 7.0, the Procedures for Preparing and Revising City and County Source Reduction and Recycling Elements, and Household Hazardous Waste Elements.

Article 6.3 specifies the means by which each jurisdiction is required to prepare and implement a HHWE. This article outlines objectives that include plans to source reduce and safely collect, recycle, treat, and dispose of household hazardous wastes generated within the jurisdiction and provides a specific time frame for achieving these objectives.

Household Hazardous Waste Element Content Adequacy

An adequate HHWE contains the following components:

- >> Evaluation of Alternatives
- >> Program Selection
- >> Funding
- >> Implementation Schedule
- >> Education and Public Information

Adequacy of Household Hazardous Waste Alternatives Component

Evaluation of Alternatives: The component contains an evaluation of the household hazardous waste program alternatives considered for possible local implementation. These alternatives can include periodic community-wide or neighborhood collection, permanent drop-off sites, mobile waste collection, curbside collection, load-checking at solid waste facilities, and waste exchange, reuse and recycling programs. Specificity of the alternatives discussed is up to the discretion of the local jurisdiction. However, the evaluation criteria selected by the local jurisdiction shall be defined and the definition contained in the context of the component.

Adequacy of Program Selection

The component contains an identification and description of the household hazardous waste programs selected for implementation, monitoring and evaluation. Decisions on which programs were selected shall be up to the discretion of the local jurisdiction. The selection process and decision shall be based on criteria established by the local jurisdiction. That criteria shall be included in the context of the component.

Adequacy of Funding Component

Funding Component. The component describes the cost estimates for each household hazardous waste program scheduled for planning, development, and implementation in the HHWE. In addition, the component identifies revenue sources to support those programs. Sources of contingency funding are also addressed in this component. Contingency funding can be identified by a list of possible revenue sources, such as tipping fees.

Adequacy of Implementation Schedule Component

Implementation Schedule. The component contains a master implementation schedule that indicates all implementation tasks for new and expanded household hazardous waste programs. The schedule contains a title for each task, task start date and milestone date, entity implementing the task, and a schedule for funding source availability. The component contains a description of the household hazardous waste programs in the jurisdiction that will be managed through interjurisdictional agreements, or memorandums of understanding, with other cities or counties. A copy of the agreement or memorandum of understanding is to be included in the component.

Adequacy of Education and Public Information Component

1. Targeted Audience. The component contains a description of all education and public information programs and activities within the jurisdiction which promote source reduction, reuse, recycling and safe disposal of household hazardous waste. The component contains a list of preferred alternatives both existing and proposed that will be maintained or implemented. In addition, the component contains an identification of targeted generators or sources such as single family or multifamily households, based on the data compiled in the SWGS conducted for the individual jurisdiction.
2. Program Selection. The component contains an identification and description of the public education and information programs selected for implementation, monitoring, and evaluation. Decisions on which programs were selected shall be up to the discretion of the local jurisdiction. The selection process and decision shall be based on criteria established by the local jurisdiction. That criteria shall be included in the text of the component.

This summarizes the analysis and evaluation that would be used by local assistance staff to determine an adequate HHWE.

CITY OF SAN DIEGO
ENVIRONMENTAL SERVICES DEPARTMENT

FIRST AMENDMENT TO

**AGREEMENT BETWEEN THE CITY OF SAN DIEGO AND
CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.**

This First Amendment to Agreement Between the City of San Diego and Clean Harbors Environmental Services, Inc., [First Amendment] is entered into by and between the City of San Diego, a municipal corporation, [CITY] and Clean Harbors Environmental Services, Inc., a Massachusetts Corporation, [Contractor]. This First Amendment describes the household hazardous waste (HHW) collection and disposal services the Contractor will be providing the CITY.

RECITALS

WHEREAS, the CITY recognizes that hazardous wastes pose an environmental health problem and that a convenient, legal means of disposal within CITY limits for HHWs such as paints, pesticides, and cleaners, will decrease incidences of illegal dumping of HHWs.

WHEREAS, the CITY wishes to reduce the illegal disposal of HHWs in order to minimize the total volume of hazardous wastes entering landfills and municipal sewage or storm drain systems.

WHEREAS, the CITY also wishes to appropriately dispose of hazardous wastes generated from the Miramar Landfill Load Check Program.

WHEREAS, the CITY has the following specific objectives for the HHW collection and disposal program:

- A. To continue a program that will provide realistic disposal alternatives to those residents needing to discard unwanted household hazardous materials or HHWs.
- B. To continue to develop public confidence that hazardous wastes including household hazardous materials and HHWs can be safely managed.
- C. To continue to provide a safer work environment for sanitation and landfill workers, for public and private refuse collection workers, and for fire fighters by removing the hazardous wastes to which they may be exposed.
- D. To continue to encourage and to facilitate the reuse and recycling of household hazardous materials and HHWs.

WHEREAS, on July 2, 2009, the CITY executed the Agreement Between the City of San Diego and Clean Harbors Environmental Services, Inc. [Agreement] to provide household hazardous waste collection and disposal services to the CITY. The Agreement is attached hereto as New Exhibit A and incorporated by reference in full herein.

WHEREAS, the initial term of the Agreement was for one year, beginning July 1, 2009, and the Agreement provides for options to renew the Agreement for up to four (4) additional one (1) year periods.

WHEREAS, the Contractor has provided satisfactory performance during the initial term of the Agreement.

WHEREAS, the original Agreement term ends June 30, 2010, and the City wishes to exercise its option to extend the Agreement for an additional one-year period.

WHEREAS, Contractor or its subcontractors own and operate licensed treatment, storage, and disposal facilities (TSDFs), own and operate licensed hazardous waste transportation companies, and Contractor and its subcontractors have sufficient staffing and resources for the proper collection, transportation, treatment, storage, and disposal of wastes classified by the State of California as hazardous wastes in accordance with this Agreement.

WHEREAS, the CITY finds Contractor has the necessary resources and technical expertise to provide hazardous waste collection and disposal services for the CITY which emphasizes removal of hazardous materials from households through recycling, disposal, or collection services.

WHEREAS, CalRecycle, formerly the California Integrated Waste Management Board (CIWMB) has made grant funds available to the CITY for the period July 1, 2010 – June 30, 2011 to address HHW and used oil disposal and recycling.

WHEREAS, the CITY requires services related to the CITY's receipt of the CalRecycle Used Oil Recycling Block Grant, the acceptance of which was authorized by City Council Resolution R-303992, adopted on August 6, 2008.

WHEREAS, the Contractor is ready, willing, and able to provide the HHW and used oil recycling services desired by the CITY.

NOW, THEREFORE, in consideration of the above recitals and the terms, provisions, conditions, and obligations herein, the CITY and Contractor agree as follows:

AMENDMENTS

1. Agreement Provisions, Section A. Subsections 4, 5, and 6, p. 2-3, Revised Exhibits:

Substitute revised Exhibits 4a-c, and revised Exhibit 5 for original Exhibits 4a-c and original Exhibit 5 respectively.

Substitute Clean Harbors' Rate Schedule as Substitute Exhibit 6 for Clean Harbors' Price Proposal original Exhibit 6.

2. Agreement Provisions, Section C., p. 3:

From: The Term of this Agreement shall be for one year beginning July 1, 2009 through and including June 30, 2010. This Agreement shall be effective on the date executed by the last party to sign it.

To: The Term of this Agreement shall be for one year beginning July 1, 2010 through and including June 30, 2011. This Agreement shall be effective on the date executed by the last party to sign it.

3. Agreement Provisions, Section D., p. 3:

From: The total contract amount shall not exceed \$737,000.

To: The total contract amount for the term of the First Amendment shall not exceed \$737,000.

4. Agreement Provisions, New Section E: Designation of Contacts:

Add: Clean Harbors Contract Administrator: Dave Cochran

Add: Clean Harbors Contract Manager: Timothy Lee

Add: City of San Diego Contract Administrator: Tom Blair, Deputy Environmental Services Director

Add: City of San Diego Contract Manager: Linda Pratt, Program Manager

This First Amendment shall only affect the terms and/or conditions referred to herein. All other terms and conditions shall remain in full force and effect. The First Amendment shall be effective on the date signed by the last party to execute it.

IN WITNESS WHEREOF, this First Amendment to the Agreement is executed by the City of San Diego acting by and through its Mayor, or his designee, pursuant to Resolution No. _____ authorizing such execution, and by the Contractor acting by and through its duly authorized representative.

Clean Harbors Environmental Services, Inc.

City of San Diego,
A Municipal Corporation

By: _____

By: _____

Name: _____

Name: Tom Blair

Title: _____

Title: Deputy Environmental
Services Director,
Grant Signature Authority

Date: _____

Date: _____

City of San Diego,
A Municipal Corporation.

By: _____
Hildred Pepper
Director, Purchasing and Contracting

Date: _____

I HEREBY APPROVE the form and legality of the foregoing First Amendment to the Agreement between the City of San Diego and Clean Harbors Environmental Services, Inc., this _____ day of _____, 2010.

JAN GOLDSMITH, City Attorney

By: _____
Grace C. Lowenberg
Deputy City Attorney

DRAFT