

COUNTY OF SAN MATEO

Inter-Departmental Correspondence

Date: November 29, 2001

Board Meeting Date: December 11, 2001

TO: Honorable Board of Supervisors
FROM: Neil R. Cullen, Director of Public Works
SUBJECT: Time Extension - Agreement for the Operation of the Pescadero Solid Waste Transfer Station - South Coast Area

RECOMMENDATION

Adopt a resolution authorizing the President of the Board to execute an amendment to the agreement for the operation of the Pescadero Solid Waste Transfer Station to provide two additional six-month options that could extend the term of the agreement to December 31, 2002.

Previous Board Action

Contracted with Browning Ferris Industries to operate the waste transfer station and extended the term of the agreement to December 31, 2001.

Key Facts

1. The Pescadero Transfer Station has evolved from a solid waste transfer site that took the place of a small landfill serving the local community to a multi-use site that includes extensive recyclable materials drop-off opportunities.
2. The aging transfer station equipment and the ability of the site (whose potential for expansion is limited by adjacent San Francisco garter snake habitat) to better accommodate the increased demand to handle recyclable materials needs to be evaluated.
3. The current agreement needs to be extended to keep the Pescadero Solid Waste Transfer Station in operation while this evaluation is being done.

Discussion

Customer surveys have confirmed that the Pescadero Transfer Station is a valued community resource in the County's south coastal area, as it provides convenient recycling and solid waste disposal service, and that its customers are satisfied with BFT's operation of the facility.

However, the transfer station's equipment is nearing the end of its useful life as the equipment has been in use for the past fifteen plus years in the ocean air environment of the south coast. In addition, water or leachate is occasionally discharged from the compaction equipment that is currently used. The amount of water is small enough that it

Honorable Board of Supervisors

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can be controlled during dry weather by using absorbent materials. However, the County's Environmental Health Services Division has banned the use of the compactor during and after rain events. This reduces the efficiency of the transfer station's operations, and other alternatives to handle the solid waste collected at this facility need to be evaluated if the station is to remain open.

We also need to evaluate possible design improvements to the site to handle the transfer station's expanded role as a recyclable materials drop-off center, a use that the station was not originally designed to accommodate. Containers that have been added to accommodate this evolution now encroach on a significant portion of the area originally intended for customer maneuvering to gain access to the tipping bays.

The term of the current agreement expires at the end of December 2001 and we are recommending extending the term of the agreement to keep the transfer station in operation while the above described evaluations are completed. We believe the terms and conditions of the current agreement are fair to all parties and are recommending that your Board authorize two six-month options that would allow its term to be extended to June 30, 2002, and then, if necessary, to December 31, 2002.

Fiscal Impact

The cost of operating the Pescadero Solid Waste Transfer Station is approximately \$275,000 per year and is financed by a combination of revenue from disposal fees and an appropriation from the Solid Waste Fund. There is no impact to the County's General Fund.

The amendment to the agreement and a form of resolution have been approved by County Counsel and BFI has executed the amendment.



Neil R. Cullen
Director of Public Works

NRC:BCL:DFW:sdd

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File No.: F-246 (4)

cc: Pescadero Municipal Advisory Council
John Zirelli, District Manager, BFI
Milt Mares, County Counsel
Brian C. Lee, P.E., Division Manager, Programs and Engineering Services
Don Williams, Waste & Environmental Services Manager

Resolution No. _____

Board of Supervisors, County of San Mateo, State of California

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**Resolution Authorizing the Execution of an
Eighth Amendment to the Agreement for Operation
of the Pescadero Solid Waste Transfer Station**

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that

WHEREAS, an Eighth Amendment to the Agreement has been presented to this Board of Supervisors for its consideration; which amends that certain Agreement between the County of San Mateo and Browning Ferris Industries of California, Inc. dated August 5, 1986, and entitled, "Agreement for Operation of the Pescadero Solid Waste Transfer Station", to include options which could extend its term to December 31, 2002; and

WHEREAS, this Board has examined and considered said Eighth Amendment to the Agreement and desires to enter into the same;

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the President of this Board of Supervisors be, and is hereby, authorized and directed to execute said Eighth Amendment to the Agreement for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest his signature thereto.

* * * * *

**Eighth Amendment to Agreement for Operation
of the Pescadero Solid Waste Transfer Station**

THIS EIGHTH AMENDMENT TO AGREEMENT, entered into this _____ day of December, 2001, by and between the County of San Mateo, a political subdivision of the State of California, hereinafter referred to as "County", and BFI Waste Systems of North America, Inc., 225 Shoreway Road, San Carlos, CA 94070, hereinafter referred to as "Contractor";

WITNESSETH:

WHEREAS, the parties hereto have previously entered into an Agreement dated August 5, 1986, whereby Contractor provides services and equipment necessary to operate the Pescadero Solid Waste Transfer Station in San Mateo County and to transport and dispose of solid waste from said transfer station in accordance with the terms and conditions of said Agreement; and

WHEREAS, the parties hereto have amended said Agreement from time to time and wish to further amend said Agreement to extend its term.

NOW, THEREFORE, in consideration of the above premises the parties do hereby agree as follows:

1. That Paragraph 2, "Duration of Contract", of said Agreement dated August 5, 1986, is hereby amended to read:

"The contract duration is sixty (60) months beginning on the start of work date County shows on the Notice to Proceed it delivers to Contractor. At the expiration of the sixty month term, this Agreement may be extended on a month-to-month basis for a period not to extend beyond December 31, 2000, after which, this Agreement may be extended by mutual consent for up to four six-month periods, the first to terminate on June 30, 2001, the second to terminate on December 31, 2001, the third to terminate on June 30, 2002 and the fourth to terminate on December 31, 2002. The extensions authorized by this Paragraph shall be evidenced by countersigned letters signed by the County Director of

Public Works and the Contractor."

2. That this Amendment to Agreement supersedes all previous amendments affecting Paragraph 2, "Duration of Contract", of said Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Agreement the date first hereinabove written.

"County"

COUNTY OF SAN MATEO, State of
California

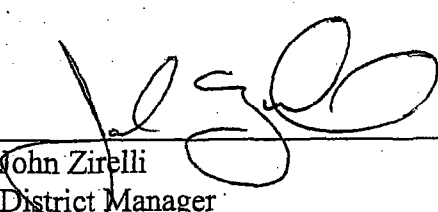
By _____
President of the Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

"Contractor"

BFI WASTE SYSTEMS OF NORTH
AMERICA, INC.

By  _____
John Zirelli
District Manager