



A Tradition of Stewardship
A Commitment to Service

Agenda Date: 7/21/2015

Agenda Placement: 6F

NAPA COUNTY BOARD OF SUPERVISORS Board Agenda Letter

TO: Board of Supervisors

FROM: Christine M. Secheli for David Morrison - Director
Planning, Building and Environmental Services

REPORT BY: Greg Pirie, Solid Waste Program Manager - 253-4144

SUBJECT: Franchise Agreement with Napa County Recycling & Waste Services (Garbage Zone One)

RECOMMENDATION

Director of Planning, Building, and Environmental Services requests the following actions concerning the collection and processing of solid waste and recyclables pursuant to the Franchise Agreement No. 6431 between the County and Napa County Recycling & Waste Services, for the Unincorporated Area of Garbage Zone One, Southern Napa County:

1. Approval of and authorization for the Chair to sign Amendment No. 1 of the Memorandum of Understanding between the County of Napa and City of Napa (referred to as Napa County Agreement No. 6430 and Napa City Agreement No. 8782) in which City agreed to accept curbside recyclables and yardwaste collected in County Garbage Zone 1 by County Contractor (NCRWS) and County Staff.
2. Approval of and authorization for the Chair to sign Amendment No. 2 to Agreement No. 6431 with Napa County Recycling & Waste Services extending the current base term from November 30, 2015 to December 31, 2015 and establishing four (4) one-year contract extensions.

EXECUTIVE SUMMARY

Since 2005, Napa County has contracted with Napa County Recycling and Waste Services to provide all commercial and residential solid waste, recycling and green waste collection services as set forth in County Franchise Agreement No. 6431. The County and City of Napa also executed a Memorandum of Understanding (County Agreement No. 6430) that provides flow control, processing, and payment of recyclables and compostable material from the Unincorporated Area of Garbage Zone One, Southern Napa County (Garbage Zone One). Today's actions authorizes the Chair to sign amendments to both agreements.

Amendment No. 1 to the MOU between the County and City (Agreement No. 6430), and Amendment No. 2 to Franchise Agreement No. 6431 extend the base terms from November 30, 2015 to December 31, 2015. Extending

the base terms to December 31, 2015 and incorporating four (4) one-year extensions to the MOU provides consistency and coordination of County and City agreements as we near the end of the 10-year agreement.

FISCAL IMPACT

Is there a Fiscal Impact? No

ENVIRONMENTAL IMPACT

There is no Environmental Impact for this item.

BACKGROUND AND DISCUSSION

Since 2005, Napa County has contracted with Napa County Recycling and Waste Services to provide all commercial and residential solid waste, recycling and green waste collection services as set forth in County Franchise Agreement No. 6431. The County and City of Napa also executed a Memorandum of Understanding (County Agreement No. 6430) that provides flow control, processing, and payment of recyclables and compostable material from the Unincorporated Area of Garbage Zone One, Southern Napa County (Garbage Zone One). Today's action makes changes to both agreements, allowing the County to better plan for and coordinate the upcoming end of the current franchise agreement.

Amendment No. 1 to the MOU between the County and City (Agreement No. 6430), and Amendment No. 2 to Franchise Agreement No. 6431 extend the base terms from November 30, 2015 to December 31, 2015. Extending the base terms to December 31, 2015 provides consistency and coordination of County and City agreements as we near the end of the 10-year agreement and plan for the future.

The amendment to the MOU also updates and identifies charges or credits generated for materials delivered to the City of Napa Material Diversion Facility, allows the County to exercise up to four (4) one-year extensions, and revises the definitions of Food Waste and Yardwaste to more accurately describe these material types. With the implementation of commercial and residential food waste collection, revisions to state composting regulations, and revised operating permits and operations for compost processing at the City of Napa Material Diversion Facility, the relationship of materials collection and processing, and the amount charged for materials will be consistent in all agreements.

Additionally, pursuant to the Franchise Agreement Section 3.1 Agreement Terms and Extensions, the County Executive Officer will provide written notice to NCRWS, County contractor, that the County will grant one (1) one-year extension of the Franchise Agreement. This will provide staff time to negotiate for collection of solid waste and recycling collection services beyond December 31, 2016 through a well-planned and coordinated effort.

SUPPORTING DOCUMENTS

None

CEO Recommendation: Approve

Reviewed By: Liz Habkirk