

**EL DORADO  
COUNTY**



**Environmental  
Management  
Department**

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M.S., REHS  
*Director*

*Environmental  
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*Solid Waste &  
Hazardous Materials*

*Vector Control*

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**LATE DISTRIBUTION**

**DATE:**

4-30-12

**MEMORANDUM**

**TO:** Jim Mitrisin, Assistant to Terri Daly, CAO  
**FROM:** Laura Douglass, Department Analyst, Environmental Management  
**SUBJECT:** Legistar Item #12-0494 – STR Solid Waste Franchise Agreement  
**DATE:** 4/27/2012

Please find attached two (3) copies of pages 27 and 38 from the Solid Waste Services Agreement between the County of El Dorado and South Tahoe Refuse Co., Inc. Two (2) of the copies are without footers, and able to be substituted into the existing Agreements. One (1) copy includes footers.

The differences between the Agreement approved in Legistar and the corrected Agreement are as follows:

- On page 27, two words (“or streets”) were added to Section 14 – Performance Standards, B. Administrative Charges, d.
- On page 38, the font was adjusted for several words in Section 24 – Public Access to Contractor, A. Office Hours.

Jeff Tillman of South Tahoe Refuse Co., Inc. will be bringing two complete copies of the Agreement that he has signed to the Board meeting on Tuesday.

I apologize for the last-minute nature of our changes to the agreement. I appreciate you working with us to make our adjustments possible. If you need any changes made electronically/in Legistar, please contact me at (530) 621-6664.

Thank you!

2012 APR 30 PM 2:24

CLERK OF SUPERIOR COURT  
EL DORADO COUNTY

## SECTION 14 - PERFORMANCE STANDARDS

A. Intent. Contractor acknowledges and agrees that one of County's primary goals in entering into this Agreement is to ensure that the services rendered by Contractor are of the highest caliber, that customer satisfaction is at the highest level, that Recycling goals are achieved, and that performance standards are met.

B. Administrative Charges. It shall be the duty of Contractor to perform all services under this Agreement in such a manner as to implement the goals and specifications set forth in this Section and this Agreement. In the event Contractor fails to satisfactorily perform the services set forth in this Agreement, County may assess an administrative charge against Contractor in the following amounts:

- |    |   |  |
|----|---|--|
| a. | For each occurrence over 4 during any calendar year, failure or neglect to respond to and take corrective action to address each customer complaint within a reasonable period of time, not to exceed five calendar days.   | \$300.00 per incident per customer       |
| b. | Failure to respond to and take corrective action to address spillage or litter caused by Contractor within seventy two hours of notification.   | \$300.00 per incident per location.      |
| c. | Failure to maintain or timely submit to County all documents and reports required under the provisions of this Agreement, and Contractor fails to cure said failure within 5 days of written notification from the County.  | \$300.00 per incident.                   |
| d. | For each occurrence over 6 during any calendar year, failure to properly cover materials in collection vehicles to prevent littering of highways or streets.  | \$500.00 per incident.                   |
| e. | Failure to comply with the hours of operation of the MRF and or RRF as required by this Agreement.  | \$300.00 per incident per day.           |
| f. | Failure or neglect to complete at least ninety percent (90%) of each route on the regular scheduled Collection Service Work Day, except for Holidays, extreme weather conditions and unexpected vehicle mechanicals problems.   | \$1,000.00 for each route not completed. |
| g. | Contractor's Missed Pick-Up rate shall not exceed .005%, which means Contractor is allowed to miss no more than 5 pick-ups per 1,000 scheduled pick-ups, on average during any given collection day. A "Missed Pick-Up" is defined as a customer calling to complain that their trash/recycling container was not serviced on the scheduled day. If a customer's container is not accessible and it is noted as such in Contractor's system via driver communication (Haul or Call process) or is due to inclement weather, a Missed Pick-Up will not be assigned. Also, if the service is perceived as late but is still completed by Contractor on the scheduled service day, this does not count as a Missed | \$300.00 per day.                        |

Notwithstanding the generality of the foregoing, Contractor's equipment shall at all times be in conformance with the Ordinance Code provisions applicable thereto.

B. Low Emissions Requirement. If changes in federal, state or local laws, including, but by no means limited to, the California Air Resources Board Heavy Duty Engine Standards contained in CCR Title 13, Section 2020 et seq., and the Federal EPA's Highway Diesel Fuel Sulfur regulations, mandate that Contractor convert or retrofit its collection fleet to use the most cost-effective means to reduce air pollutant emissions, Contractor shall take all necessary steps to so comply, and shall be in full compliance with all other local, state and federal clean air requirements.

C. Equipment List. Upon County's request, the Contractor shall provide the County a written list of all equipment (including trucks and containers) being used within the franchise area, including make and model, age, mileage or hours of operation and type of vehicle.

#### **SECTION 24 - PUBLIC ACCESS TO CONTRACTOR**

A. Office Hours. Contractor's office hours shall be, at a minimum, from 8:00 A.M. to 12:00 noon and from 1:00 p.m. to 5:00 P.M., Monday through Friday, except holidays. An adequate number of customer service representatives of Contractor shall be available during office hours for communication with the public in person and by telephone at Contractor's principal office in South Lake Tahoe. Contractor shall also provide County with an emergency telephone number for use during other than normal business hours. Contractor shall have a representative or answering service available at said after-hours telephone number during all hours other than normal office hours.

B. Service Complaints.

(1) All customer complaints shall be directed to Contractor. Contractor shall record all complaints received by mail, by telephone, or in person (including date, name, address of complainant and nature of complaint). Contractor agrees to use its best efforts to resolve all complaints by the close of business of the second regularly scheduled waste collection day following the date on which such complaint is received. Service complaints may be investigated by the County or his/her designee. Unless a settlement satisfactory to the complainant and the Contractor is reached, the complainant may refer the matter to the County or his/her designee for review.

(2) Contractor will maintain records listing the date of customer complaints, the customer, describing the nature of the complaint or request, and when and what action was taken by the Contractor to resolve the complaint. All such records shall be maintained for a period of twenty-four (24) months and shall be available for inspection by the County.

C. Regular Meetings With County. At the reasonable request of County, Contractor shall meet with the County at 2850 Fairlane Court, Placerville, California, 95667 to discuss matters of mutual concern, including, but not limited to, problems in Contractor's service, compliance with AB 939 and future planning. The person attending these meetings on behalf of Contractor shall be vested with sufficient authority to make decisions binding on Contractor.