

RESOLUTION NO.

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO

RESOLUTION AUTHORIZING A FIRST AMENDMENT TO THE SOLID WASTE SERVICES AGREEMENT BETWEEN THE COUNTY OF EL DORADO AND SOUTH TAHOE REFUSE CO., INC.

WHEREAS, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 (AB 939), has declared that it is within the public interest to authorize and require local agencies to make adequate provision for solid waste handling within their jurisdictions; and

WHEREAS, pursuant to California Public Resources Code Section 40059(a)(1), the Board of Supervisors has determined that the public health, safety, and well-being require an exclusive franchise be awarded to a qualified solid waste enterprise (Contractor) for the collection and recovery of solid waste from certain residential, industrial, and commercial areas in the County of El Dorado (County); and

WHEREAS, County and Contractor are mindful of the provisions of the laws governing the safe collection, transport, recycling, and disposal of solid waste, including AB 939, the Resource Conservation and Recovery Act (RCRA), and the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA); and

WHEREAS, effective January 24, 1995, the County entered into a Collection Franchise Agreement (Agreement) with South Tahoe Refuse, Co., Inc. which, among other things, granted the exclusive right and obligation, subject to certain limitations, until December 31, 2004, to collect, transport, recycle, and dispose of municipal solid waste generated by residential, commercial, and industrial customers in a delineated franchise area in the eastern portion of the County and to operate the Material Recovery Facility; and Construction and Operation Agreement between the South Lake Tahoe Basin Waste Management Authority and South Tahoe Refuse Co., Inc. dated February 13, 1995; and

WHEREAS, on or about June 25, 2002 South Tahoe Refuse Co., Inc., dba American River Disposal Service and the County entered into a Franchise Agreement whereby South Tahoe Refuse Co., Inc., dba American River Disposal Service agreed to provide for the collection, transportation, processing and disposal of solid waste within a Franchise Area defined in Exhibit A to that Franchise Agreement; and

WHEREAS, the Franchise Agreement entered into between South Tahoe Refuse Co., Inc. dba American River Disposal Service and the County will terminate on December 31, 2014; and

WHEREAS, Contractor has requested that the services being provided by South Tahoe Refuse Co., Inc. dba American River Disposal Service under the Franchise Agreement between South Tahoe Refuse Co. Inc., doing business as "American River Disposal Service," (ARD Franchise Agreement) and the County be consolidated into Contractor's Agreement dated May 1, 2012; and

WHEREAS, the ARD Franchise Area will now be known as "Area B" of the Agreement and "Area A" shall consist of all other areas within the Agreement.

WHEREAS, Contractor has represented and warranted to County that it has substantial experience, responsibility, and qualifications to arrange with residents, commercial, industrial, institutional and other entities in the Franchise Area for the collection, processing, and safe transport to disposal facilities of municipal solid wastes, and the recycling of recyclable materials, the Board of Supervisors determines and finds that the public interest, health, safety, and well-being would be best

served if Contractor were to make arrangements with residents and other entities to perform these services; and

WHEREAS, County has not, and by this Agreement does not, instruct Contractor on its collection methods, nor supervise the collection of Solid Waste; and

WHEREAS, On the Effective Date of this Amendment, the Franchise Agreement between the County and Contractor, doing business as “American River Disposal Service” (the ARD Franchise Agreement) shall terminate, except that Contractor’s obligations to the County under the ARD Franchise Agreement that have not been fully performed as of the termination shall survive termination until they are fully performed. In addition, Contractor’s obligations thereunder to defend and indemnify the County shall survive termination.

WHEREAS, the First Amendment to the Agreement cannot be transferred or assigned by South Tahoe Refuse, Co., Inc. without the prior written consent of the County; and

WHEREAS, the Board of Supervisors declares its intention of maintaining reasonable rates for collection, transportation, and disposal of Solid Waste within the area covered by this grant of Franchise.

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NOW, THEREFORE, be it resolved, the Board of Supervisors of the County of El Dorado, effective _____, 2014, approves the First Amendment to the Solid Waste Services Agreement between the County and South Tahoe Refuse Co., Inc. attached hereto and authorizes the chairman of the Board to execute the Agreement on behalf of the County.

PASSED AND ADOPTED by the Board of Supervisors of the County of El Dorado at a regular meeting of said Board, held the ____ day of _____, 2014, by the following vote of said Board:

Attest:
James S. Mitrison
Clerk of the Board of Supervisors

Ayes:
Noes:
Absent:

By: _____
Deputy Clerk

Chair, Board of Supervisors