



RESOLUTION NO. 194-2023

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO

RESOLUTION AUTHORIZING A NEW FRANCHISE 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 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 provision 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 (the “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 May 1, 2012, the County and Contractor entered into a Solid Waste Services Agreement with a term ending on December 31, 2023, which was amended on December 14, 2014, by adoption of County Council Resolution No. 227-2014, (together, the “Prior Agreement”); and

WHEREAS, the State of California has found and declared that the amount of refuse generated in California, coupled with diminishing Disposal capacity and potential adverse environmental impacts from landfilling and the need to conserve natural resources, have created an urgent need for State and local agencies to enact and implement an aggressive integrated waste management program. The State has, through enactment of AB 939 and subsequent related legislation including, but not limited to: the Jobs and Recycling Act of 2011 (AB 341), the Event and Venue Recycling Act of 2004 (AB 2176), SB 1016 (Chapter 343, Statutes of 2008 [Wiggins, SB 1016]), the Mandatory Commercial Organics Recycling Act of 2014 (AB 1826), and the Short-Lived Climate Pollutants Bill of 2016 (SB 1383), directed the responsible State agency, and all local agencies, to promote Diversion and to maximize the use of feasible waste reduction, re-use, Recycling, and Composting options in order to reduce the amount of refuse that must be Disposed; and

WHEREAS, SB 1383 establishes regulatory requirements for jurisdictions, Generators, haulers, Solid Waste facilities, and other entities to support achievement of State-wide Organic Waste Disposal reduction targets; and

WHEREAS, SB 1383 requires the County to implement Collection programs, meet Processing Facility

requirements, conduct Contamination monitoring, provide education, maintain records, submit reports, monitor compliance, conduct enforcement, and fulfill other requirements; and, the County has chosen to delegate some of its responsibilities to the Contractor, acting as the County's designee, through this Agreement; and

WHEREAS, pursuant to California Public Resources Code Section 40059(a)(2), the County has determined that the public health, safety, and well-being require that an exclusive right be awarded to a qualified Contractor to provide for the Collection of Recyclable Materials, Organic Materials, and Solid Waste and other services related to meeting the County's economic and environmental goals; and

WHEREAS, the County further declares its intent to approve and maintain reasonable Rates for the Collection, Recycling, Processing, Composting, and/or Disposal of Recyclable Materials, Organic Materials, and Solid Waste; and

WHEREAS, the County desires, having determined that Contractor, by demonstrated experience, reputation and capacity is qualified to provide for both the Collection of Recyclable Materials, Organic Materials, and Solid Waste within the corporate limits of the County and the Transportation of such material to appropriate places of Processing, Recycling, Composting, and/or Disposal, that Contractor be engaged to perform such services on the basis set forth in this Agreement; and,

WHEREAS, the County and Contractor have attempted to address conditions affecting their performance of services under this Agreement but recognize that reasonably unanticipated conditions may occur during the Term of this Agreement that will require the Parties to meet and confer to reasonably respond to such changed conditions; and,

WHEREAS, under El Dorado County Code Chapter 8.42.120, the County may enter into a contract for the Collection, removal and Disposal of all refuse in and from the County and the collection of Rates therefor, and the County Board of Supervisors is authorized to enter into such contract with any terms it deems necessary to protect the best interests of the County; and

WHEREAS, Contractor has requested a 20-year term to be able to amortize the capital expenses Contractor will incur to implement the 3-Cart residential collection system required to implement SB 1383, and the County is willing to enter into a new franchise agreement with such a term based on Contractor's prior satisfactory service and to ensure successful implementation of SB 1383, and with inclusion of other contractual provisions that advance the County's economic and environmental goals.

WHEREAS, this franchise grants Contractor the privilege to use County streets to provide its services, including running Collection routes with large vehicles and other heavy equipment that causes damage and wear and tear on County streets in excess of that caused by day-to-day travel, and the right to encroach upon County streets for placement of Bins for Collection, such that the parties agree that the franchise fee represents the reasonable value of the franchise and the reasonable costs to the County of granting the franchise.

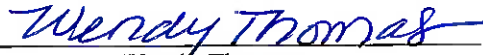
NOW, THEREFORE, BE IT RESOLVED, the Board of Supervisors of the County of El Dorado, effective January 1, 2024, approves the Franchise Agreement between the County of El Dorado and South Tahoe Refuse Co., Inc. attached hereto and authorizes the chairman of the Board to execute the agreement on behalf 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 12th day of December, 2023, by the following vote of said Board:

Attest:
Kim Dawson
Clerk of the Board of Supervisors

Ayes: Thomas, Hidahl, Turnboo, Parlin, Laine
Noes: None
Absent: None

By: 
Deputy Clerk


Wendy Thomas
Chair, Board of Supervisors