



Board Summary Report

To: Board of Directors
From: Lanae Raymond, WQ Program & Special Projects Program Manager
Date: October 14, 2010
Re: Contract Amendment to 2010 Curbside, Inc. HHW and Recycling Services
Board Meeting Date: October 27, 2010

Purpose and Recommendation

SEMSWA Board of Directors authorized \$45,000 for household hazardous waste (HHW) and recycling collection services for 2010. It is estimated that said services through October will be at a cost of \$44,800. No additional funds can be utilized for the HHW and recycling collection program (MS4 Permit Program #3, Illicit Discharge, Detection and Elimination) without authorization from the Board. It is estimated, based on previous year's November and December collections and data from 2010 collections, that \$7,500 will be sufficient to complete calendar year 2011 HHW and recycling collection services.

Background

As a component of SEMSWA's and County's MS4 Stormwater Quality permits, Program 3, Illicit Discharge Detection and Elimination, requires a program to assist residents of the MS4 with options for disposal or recycling of HHW, including automobile fluids, used landscape chemicals, fluorescent tubes, leftover paint, and the like. An analysis of HHW disposal and recycling options available indicate that a "curbside" pickup option is the best overall program for managing HHW in unincorporated County and City, and to meet program requirements in SEMSWA's MS4 permit. SEMSWA utilizes WM Curbside, Inc. to provide this door-to-door "curbside" pickup service, and has since April 1, 2007. A budget of \$45,000 was established for these collections services in 2010.

Discussion

The 2010 budget process included an assessment of expenses to equate them with 'level of service' expectations of each program area. It was determined that for the HHW and recycling program, a price point of \$45,000 was established, which equated to about 450 collections, which was just a little less than the average year's collections for the last 3 years. The thought was that we could see how far through the year we were either able to provide the collection services before we had to use other Program 3 budgeted funds to supplement to keep collections going or we had to suspend the HHW collections at some point near the end of the year and add those collections to the January 2011 service. Each month had a number of estimated collections assigned based on previous year's average for that month so we could see how this year tracked with averages and be able to anticipate a shortage in funds. For example, February had an estimated 28 collections and June had an estimated 65 collections.

We were doing pretty well with the averages during the initial part of the year, with some increasing trend observed; February had 34 actual collections and June had 69 actual collections. However, starting in July, we observed a noticeable increasing trend in collection requests: July averaged 55 collections, actual was 91; August and September had averages of 50 collections, actual were 58 and 61, respectively. October has an average of 39 collections; 51 were scheduled as of this report.

Based on this data, we knew that funds would be depleted for the November and December collections and it was time to either secure additional funds or suspend services. After a review of available funds in the Water Quality Program, specifically the Program #3 budget, it was determined that we had the funds available and would like to secure supplemental funds and keep the program going for the rest of the year.

Alternative

The SEMSWA Board could make the determination that the \$45,000 budget for HHW and recycling services is appropriate for the annual expenditure supporting the MS4 Permit's Program 3 component, suspend collections for the remaining months of 2010, and re-commence the collections in 2011.

Fiscal Impacts

The fiscal impact is the additional funding required to continue collections in November and December. The average for each of these months is 28 collections, or approximately \$5,000. With the trend of increased collections for 2010, it was determined that \$7,500 would be an appropriate amount to complete collections for 2010.

The WQ Program #3 budget has a line item for an illicit discharge/improper disposal spill response for our stormwater system (specifically our pipes, outfalls, drainageway, and the like, and not City or County ROW which is covered by their spill response efforts) that would require SEMSWA to potentially contract with a firm that specializes in cleanup and elimination of these types of emergencies, if the responsible party cannot be identified or the timing requires a payment for services prior to locating the responsible party and securing their payment. The amount set aside for this emergency contingency is \$10,000. The \$7,500 that is anticipated to complete the 2010 collection services would utilize this budget line item. If there is a need for this line item due to an emergency spill situation between now and the end of the year that was more than the \$2,500 available, there is a line item in the Administrative budget that could cover this contingency.

Concurrence

Discussions with Dave Agee, Finance Director, and John McCarty, Executive Director, confirmed the funding impacts and indicated concurrence with the recommendation for securing additional funding for HHW and recycling collection services through the end of the year.

SOUTHEAST METRO STORMWATER AUTHORITY
acting by and through
SEMSWA WATER ACTIVITY ENTERPRISE

RESOLUTION NO. 10-37

(Authorization to Execute Amendment to Addendum No. 3 to Increase Funding to Provide
WM Curbside, Inc. Services for November and December 2010)

WHEREAS, an Agreement for Services dated April 10, 2007, was negotiated, signed by Curbside, Inc. and executed by SEMSWA that identified a scope of work and costs for assisting SEMSWA with household hazardous waste collection services for the calendar year 2007; and

WHEREAS, Curbside, Inc. has been providing household hazardous waste collection services for SEMSWA since April 10, 2007; and

WHEREAS, SEMSWA has continued to utilize WM Curbside, Inc.'s household hazardous waste collection services for calendar year 2010; and

WHEREAS, total costs for the 2010 household hazardous waste collection and recycling services authorized by the Board of Directors is \$45,000; and

WHEREAS, costs for the 2010 services through October 2010 are estimated to be \$44,800; and

WHEREAS, it is estimated that 2010 services for the months of November and December will require an additional not-to-exceed \$7,500 in funding; and

WHEREAS, funds are available in the 2010 Water Quality Program budget for the expenditures contemplated herein.

NOW THEREFORE, BE IT RESOLVED THAT:

1. The Board authorizes the Executive Director to execute an Amendment to Addendum No. 3 to the April 10, 2007 contract with Curbside, Inc. for household hazardous waste collection and recycling services for the calendar year 2010 in the total amount of \$52,500.
2. Total costs for the calendar year 2010 services authorized herein shall not to exceed \$52,500 without prior authorization by the Board of Directors.
3. The time of performance for the work authorized by this Amendment to Addendum No.3 shall be January 1, 2010 through December 31, 2010.

SOUTHEAST METRO STORMWATER AUTHORITY
acting by and through
SEMSWA WATER ACTIVITY ENTERPRISE

Date: _____

ATTEST:

Secretary

Chairperson

APPROVED AS TO FORM:

Attorney for
Southeast Metro Stormwater Authority

By: _____
Edward J. Krisor

AMENDMENT TO ADDENDUM NO. 3

WHEREAS, the Southeast Metro Stormwater Authority (SEMSWA) and Curbside Inc. (CONTRACTOR) entered into an Agreement on April 10, 2007, for services related to Household Hazardous Waste Collection and Recycling; and

WHEREAS, SEMSWA Board of Directors has executed a Contract Addendum No. 3 (attached) that authorized \$45,000 for 2010 Household Hazardous Waste Collection and Recycling services on December 16, 2009; and

WHEREAS, the CONTRACTOR has provided said services through October 2010 at a cost estimated to be \$44,800; and

WHEREAS, SEMSWA has determined a need for an additional \$7,500 in funds for said services to be provided by the CONTRACTOR in November and December 2010 to complete the 2010 calendar year services; and

WHEREAS, the \$7,500 in additional funds are available in the Water Quality Program budget, and can be used for this purpose; and

WHEREAS, the CONTRACTOR can provide an additional \$7,500 in Household Hazardous Waste Collection and Recycling services for November and December 2010 services to complete the calendar year 2010 services.

Now therefore, it is mutually agreed as follows:

1. CONTRACTOR shall provide Household Hazardous Waste Collection and Recycling services for the period January 1, 2010 through December 31, 2010. The scope of work for these services are as stated in Attachment A, an attachment to the April 10, 2007 Contract Agreement. In general, the CONTRACTOR shall provide curbside household hazardous waste collection and recycling services.
2. The compensation for the period January 1, 2010 through December 31, 2010 Household Hazardous Waste Collection and Recycling services shall be in the amount not to exceed \$52,500.00. SEMSWA is only responsible for payment for services rendered by CONTRACTOR up to the not to exceed amount. SEMSWA is not obligated for services not performed by CONTRACTOR or not directed by SEMSWA. All payments shall be made in accordance with the compensation provisions in the December 2, 2009 "Curbside HHW Program for 2010" letter as pertains to those specified items. Other payments for ancillary collection activities shall be made in accordance with the compensation provisions in the April 10, 2007 Agreement.
3. All provisions of the original April 10, 2007 Agreement, and the Addendum No. 3 Agreement, not inconsistent with this AMENDMENT to ADDENDUM NO. 3, are incorporated by reference as if fully set forth herein.

WM Curbside, Inc.

Attest:

Authorized Representative

Title: _____

Date: _____

Southeast Metro Stormwater Authority

John A. McCarty, Executive Director

Date: _____