



Board Agenda Item 44

DATE: February 25, 2025

TO: Board of Supervisors

SUBMITTED BY: Steven E. White, Director
Department of Public Works and Planning

SUBJECT: Amendment III to Master Agreement for Non-Hazardous Illegal Roadside Waste Removal Services

RECOMMENDED ACTION(S):

Approve and authorize the Chairman to execute Amendment III to Master Agreement No. 23-644 for non-hazardous roadside waste removal services, effective upon execution with no change to the term of November 28, 2023 through June 30, 2028 and increasing the maximum compensation by \$735,000 for fiscal year 2024-25, to a total not to exceed \$8,235,000 for the potential approximate five-year term (4/5 vote).

Your Board's approval of the recommended action to increase maximum compensation will allow the County, through the Department of Public Works and Planning (Department), to remove an increased amount of roadside waste throughout County unincorporated areas, County-owned right of way, easements, and County-maintained roads. This item is countywide.

ALTERNATIVE ACTION(S):

Should your Board not approve the recommended action item, the current funding and level of service will remain the same as was established under Master Service Agreement No. 23-644 executed on November 28, 2023, Amendment II to the Agreement executed on August 20, 2024, and Amendment I to the Agreement executed on January 9, 2024.

FISCAL IMPACT:

There is no increase in Net County Cost associated with the recommended action, sufficient appropriations in the Departments' FY 2023-24 Adopted Budget and estimated revenues were included in the Departments' FY 2024-25 Adopted Budget County Administrative Office Org 2540. Funds for the increase due to this Amendment will be included in future Recommended Budget requests for the duration of the Master Agreement.

Public Works and Planning Roads Org 4510, will fund only the disposal of waste dumped directly on the public travel right of way that creates a public hazard, as determined by the Department.

Approval of the recommended action will increase the spending limit to \$2,235,000 for the term of July 1, 2024 through June 30, 2025. If extended for one additional year after the base term, the total amount for four years is not to exceed \$6,735,000. If extended for a second additional year, the maximum compensation payable to the recommended Amendment III is \$8,235,000 over a potential five-year period.

DISCUSSION:

The Board approved Master Agreement No. 23-644 on November 28, 2023, entering into an Agreement for Non-Hazardous Waste Removal with the following ten (10) contractors: (1) Mr. Clean Junk Removal; (2) Junk King; (3) PARC; (4) Mid Valley Disposal; (5) Those Junk Movers; (6) Loyalty Hauling Services; (7) 1-800-Got-Junk; (8) Top Junk; (9) Junk Masterz; and (10) John's Demolition & Clean Up Services. On that same date, your Board directed the Department to return immediately with an amendment increasing compensation by an additional \$500,000 per contract term, which your Board approved on January 9, 2024 as Amendment I to this agreement. Later, the Department identified a need to increase the maximum compensation by \$500,000 for each term of the Agreement, and your Board approved that Amendment II on August 20, 2024. The volume of illegal dumping has increased above original expectations and requires additional funding through a third amendment to Agreement No. 23-644 to ensure timely and comprehensive remediation of illegal dump sites.

Only the following contractors have performed work under and remain on the Agreement: (1) Junk King; (2) PARC; (3) Those Junk Movers; (4) Loyalty Hauling Services; (5) Junk Masterz; and (6) John's Demolition & Clean Up Services.

The Department maintains a database of illegal dumping locations which is updated daily with reports from the public. Contractors are assigned lists of these locations grouped in the same geographical area. They are responsible for submitting before and after pictures of each location before receiving new assignments.

The recommended Amendment III to Master Agreement No. 23-644 will remain a non-exclusive agreement. The County reserves the right to engage or to not engage any of the Contractors in any part of the County under the recommended Master Agreement, and to engage any other person or entity for the same or similar services under any other agreement, or hire its own forces, in any part of the County.

REFERENCE MATERIAL:

BAI #49 August 20, 2024
BAI #46 January 9, 2024
BAI #70 November 28, 2023

ATTACHMENTS INCLUDED AND/OR ON FILE:

On file with Clerk - Amendment III to Master Agreement No. 23-644

CAO ANALYST:

Salvador Espino