

11-1-18 City Council Meeting

Item 20: Authorize negotiation and execution of a multi-term contract with Synagro of Texas-CDR, Inc., to provide biosolid composting services, for up to ten years for a total contract amount not to exceed \$19,300,000.

Steve Adler: Let's do the biosolids issue. It's Item Number 20. Staff, you want to lay this out for us? And then we'll take the people that have signed up to speak publicly.

James Scarboro: Good morning Mayor, City Councilmembers, City Manager. James Scarboro with the Purchasing Office. I have with me...

Judy Musgrove: Judy Musgrove, Austin Water.

James Scarboro: Item 20 is before your consideration to authorize a contract for the processing of city biosolids as a byproduct of the water treatment process. This item comes to you after completing an Invitation for Bids to which we are recommending Synagro of Texas as the low bidder. This Item was preceded by two previous solicitations that were conducted over the last two years, and to which the content of a memo from Austin Water and the Purchasing Office earlier this week regarded. So to that extent, staff, we're glad to answer any questions you have in this regard.

Steve Adler: Any questions before we go to that public? Let's do that then. Michael Whellan, are you here to speak? You have time donated from Bob Gregory. Is Mr. Gregory here? Thank you. Is Cindy Estrada here? Okay. Mr. Whellan, you have seven minutes.

Michael Whellan: Before we start, we have an order, is that okay? Everybody's here...

Steve Adler: Sure.

Michael Whellan: And we'll just do it in order and all the people that have donated are here if you want to check that. But Ryan Hobbs would speak first, then Adam Gregory, and then myself and all the people that have signed up for each of them are here if you want to check that first.

Steve Adler: Okay. Is Kathleen Vick here? Is Nina Weiner here? Is Gary Newton here? Is Kay Gregory here? All right. We will start with Ryan Hobbs. You have seven minutes. Adam Gregory you have seven minutes and then Michael Whellan has seven minutes. Please proceed.

Ryan Hobbs: Thank you, Mayor, and Councilmembers, Mr. City Manager. I appreciate the opportunity to speak to you today. We are distributing some handouts that include a price comparison, the memo that Mr. Scarboro just spoke to regarding this process and a set of written comments that are more specifically to our points for the record. We'll also email them to you in the course of this meeting Agenda Item. As you are aware, this has been a long and tortured process. It has certainly been frustrating for our company. In fact, in all of our years of doing business, we have never seen any solicitation process so compromised. Unfortunately due to the restrictions of the Anti-Lobby Ordinance, this is our only opportunity to address the Council on this Item. That's not the case for the City staff, as you know they are obviously allowed to communicate with you and your offices as they deem... as they see fit. Indeed, they have a written memo regarding this process, again Mr. Scarboro referenced in his comments, that purports to sum up and attempts to scare you into approving a long-term, as yet unseen, contract with Synagro. Unfortunately that memo dated October 29th is an attempt to rewrite history and contains false and misleading statements in our opinion. Accordingly, we will make our case that you should reject staff's request in the context of a response to this very misleading memorandum. Now the memo starts off stating that staff is requesting authorization to execute a contract with Synagro. In fact, the RCA until last night or early this morning was clearly requesting authorization to negotiate and execute a contract. While the agenda item has been changed to award and execute, we still have not seen the contract. The opening paragraph also includes that staff has requesting authorization to spend up to \$19.3 million dollars. This is a significant point as this request is fully four million dollars more than the amount needed if Synagro were to compost all the projected biosolids at the rate they bid for composting. Why is staff requesting this specific amount which is more than 3.3 million dollars

more than the staff should have expected to pay TLM for composting all of the biosolids? You'll hear more about this as well. Talk about the first solicitation. In the discussion of the first solicitation staff has for the very first time stated that their decision to end the Dillo Dirt program was simply a result of Synagro proposing to use the entire compost pad at Hornsby Bend. This is a ludicrous statement given that staff has stated that they had already ceased production of Dillo Dirt prior to this solicitation due to their inability to market high quality Dillo Dirt compost. Further, there was no possible loss of the Dillo Dirt program as staff stated categorically that the Dillo Dirt program was ending. The memo also states that Synagro's initial proposal was to compost 100% of the biosolids. This is a false statement and apparent attempt to rewrite history. Synagro's proposal was for a 21 day process to produce minimally processed Class A sludge. Under Synagro's first RFP response, literally 0% of the City's biosolids would have been turned into compost. That was the fatal flaw of that proposal. You'll see this in our handouts. Further the contract proposed by staff that at the end of this first reiteration of this solicitation did not contain significant assurance that biosolids would be adequately composted nor that Dillo Dirt program would continue. We hope that staff is not trying to reintroduce that contract. Staff does say that the solicitation had to be cancelled due to Anti-Lobby issues. However, even this statement is misleading. When the Council voted to cancel the solicitation, staff was still urging you to approve the contract with Synagro despite clear violations of the ALO by Synagro. Staff urged approval of the contract because they said that any violations of the ALO were their fault; the fault of the staff. This is why the Council voted retroactively to waive the application of the ALO. However, you were probably unaware that there were likely additional violations of the ALO by Synagro, reported to staff *by* staff, that TLM did not become aware of until after Council had retroactively waived the ALO. Would the Council have waived the ALO if they knew that Synagro's ALO violations were more extensive than staff conceded at that time? If not, it must be asked if Synagro's continued participation in this solicitation process for the same or similar contract is appropriate. I contend that Synagro should not even been eligible to participate in this process if the Council's waiver of the ALO was passed under incomplete or false pretenses. You'll see the report of violations in our handouts. And with that I'm gonna turn it over to Adam Gregory.

Adam Gregory: Morning Council, Mayor, City Manager. Adam Gregory with TLM. I'll carry on talking about the second solicitation. It's important to point out that only after the initial comment period did the second RFP finally include the requirement that only stable and mature biosolids compost would be allowed to leave the site. This is critical because it is only at this point when real composting was required. While staff did recommend the selection of Synagro, they do not tell you that TLM provided the lowest cost bid. They do not tell you that they refuse to incorporate the Council Waste Management Policy Working Group recommended changes to local business presence scoring to eliminate the advantage given to non-local businesses under this type of contract. And they do not tell you that the TLM proposal guaranteed production and marketing 100% of the biosolids as high quality compost. And they do not tell you that they refuse to consider the value of TLM's proposal to take over ARR's unnecessarily costing grinding operation. While staff says that they initiated the best and final offer process to resolve a protest, they don't tell you that under that protest, Pamela Lancaster, an independent hearing officer, determined that staff's evaluation of TLM's proposal was woefully deficient, and she recommended that an entirely new group of evaluators rescore the TLM proposal. She specifically stated that TLM's proposal was evaluated in a piecemeal fashion, that portions were completely overlooked, and that staff had scored our strengths as weaknesses. Staff does not tell you that they rejected the recommendation of the independent hearing examiner. Those recommendations are in your handouts, by the way. They don't tell you that they rejected those recommendations. I don't know of any other time that staff has rejected the recommendation of an independent hearing officer. They do not tell you that they rejected TLM's request that Synagro and TLM...

(Timer goes off)

Steve Adler: Wait a second. I don't think that was seven minutes, was it?

Adam Gregory: I think that was Ryan's seven minutes.

Steve Adler: Go ahead.

Adam Gregory: They don't tell you that they rejected TLM's request that Synagro and TLM be allowed to present their proposals to Council as is explicitly allowed for in the solicitation. Had the staff decided to do either of these, staff's

release of the TLM proposal to Synagro would not have irrevocably damaged the fairness of this process. Now staff does say that they did release one of the proposals to a participant of the best and final offer process. However, they don't mention that it was TLM's RFP response that they released to Synagro. They don't tell you that they violated City policy by not informing TLM that Synagro was making such a request, which would have provided TLM the opportunity to contest the release. And they don't tell you that when TLM requested Synagro's proposal, they did in fact provide notification to Synagro and that Synagro took the opportunity to successfully prevent the release of their proposal to TLM. Finally, staff says that due to their mismanagement of confidential records, they had no choice but to cancel the second RFP. This is a blatantly false statement. The staff had several other options. They could have had an unbiased group of evaluators rescore TLM's proposal as recommended by the independent hearing officer and made a recommendation based on that scoring. They also could have allowed the top two respondents to present their initial proposals to Council for their evaluation... your evaluation and decision. Again, it is false to say that staff had no choice but to cancel the second RFP. I believe that staff released TLM's proposal in order to avoid having to actually evaluate the true value of the TLM proposal. Had the staff not released TLM's proposal, they would have been forced to fairly evaluate it. Apparently staff couldn't count on such a fair evaluation. Now to the third and current solicitation. Staff attempts to paint the subsequent IFB as entirely different than the previous RFP because "major responsibilities" were supposedly changed. This is misleading. While the IFB did include staff-generated plans which were previously proposed by respondents, they did not change the party responsible for implementing those plans, nor did the Scope Of Work change. Further, as you'll see in our handouts, Synagro in fact characterized the IFB as for the very same contract in arguing that it would be unfair and would cause Synagro to be disadvantaged if the staff released Synagro's response to the second RFP to TLM. In fact, Synagro argues vigorously that such a release would be detrimental to the competitive process. That they made this case so strongly belies the staff's position that the cancellation of the second RFP resolved the issue of staff releasing TLM's proposal, and is also the height of hypocrisy given that Synagro was in possession of TLM's proposal when they made the argument. For what it's worth, Synagro also certified in their RF... in their IFB response that they possess no inside information – such as TLM's RFP response – that would provide them an advantage in the solicitation, which according to their own arguments is a false certification. Predictably, Synagro did lower their price for composting while significantly raising it for offsite land application and for landfill disposal. And predictably, staff has again refused to consider TLM's lowest responsible offer and a total cost concept which is allowed under the IFB. TLM did protest staff's proposed culmination to this tragic comedy of errors, however staff's rejection of our protest without an independent hearing officer is as conclusory and baseless as their description of the rejection in the memo. Now, the proposal release. Staff states that they resolved the matter of releasing TLM's proposal to our competition. However, how could it have been resolved by issuing the IFB when Synagro themselves argued vigorously that TLM's possession of their proposal would irreparably harm their competitive position? How does it resolve the matter of staff depriving TLM of the one opportunity to get a fair evaluation under an RFP process that considers more than just price, even though we were the low bid? Make no mistake, the release of TLM's proposal was not a matter to be resolved. It was staff's solution to the problem of having to fairly evaluate TLM's proposal. Now, grinding services. This is very important. Staff's statement that the question of a contractor providing grinding services was only raised during the third solicitation process is incorrect. TLM has been proposing to take over the grinding of bulking agent throughout this process. We've made every effort to get staff to see the sense in the composting contractor controlling the production of bulking agent needed for the composting. To be clear, staff's cost to grind at Hornsby Bend is over \$36 dollars a ton. TLM has proposed in both the second RFP and the IFB to provide the services at \$9.11 a ton. This represents an annual savings to the City of approximately one million dollars. Staff has consistently refused to consider this value.

Steve Adler: Thank you.

Adam Gregory: ZWAC recommended that you consider that value prior to approving a contract.

Steve Adler: Thank you.

Adam Gregory: I'll let Mr. Whellan conclude. Thank you.

Steve Adler: Thank you.

Michael Whellan: Thank you. Michael Whellan on behalf of Texas Landfill Management and TDS. Mayor, Mayor Pro Tem, Councilmembers, City Manager. Staff concludes their memo with the specter of imminent odor and fire risk. Unless you go ahead and approve a \$20 million dollar 10 year contract that no one has seen, and I stand by that statement, while we aren't sure what the actual contract will look like the Invitation For Bid documents contain provisions that allow Synagro to transition to a much more expensive and much more environmentally harmful land application services with the simple agreement solely of the Austin Water Utility staff to identify or state that a "emergency condition" exists. It is important to recall that offsite land application of sludge is Synagro's core business. With a new and growing segment of their business being the heat treating of sludge for 15-20 days and calling it compost in order to avoid the requirement of having State permitted land to spread the unstable materials on. What they are proposing is not stable residential compost which TDS and TLM have offered 100% to do with all of the biosolids. 100%. It is also important to recall that Austin Water Utility staff and Synagro have presided over a number of "emergency situations" in the past and we believe they are likely to do so in the future. Perhaps that is why the staff is requesting approximately \$4 million dollars more than is projected to cost for 100% composting for residential use. If you composted this 100% as Dillo Dirt for residential use you would save \$4 million dollars. This can't be explained by CPI increases or even incremental volume increases. You'll see in your backup, we've used the numbers that are in the contract. We believe staff and Synagro are planning for an extensive "emergency conditions" requiring land application at exorbitant rates and for which benefits Synagro. Finally, staff's statement in the memo and at Tuesday's work session that they don't have enough funding to continue composting so they are doing land application makes no sense. Land application costs more. Further, staff has twice recently granted Synagro rate increases despite the fact that Synagro's proposal that's before you is to provide the same services at lower rates. Any contracted emergency has clearly been the creation of staff and Synagro, which of course is consistent with the auditor's findings recently concerning deficient and inefficient contract administration throughout the system. And it should certainly give you pause when staff is requesting authorization of a 10 year \$20 million dollar contract when we know right now it can be done for approximately \$4 million dollars less. Indeed, if Synagro is able to land apply the same percentage of biosolids as they have been able to convince staff to authorize just over the past year, take the same percentage of environmentally harmful land application that they have done in the last year, and you apply it during the ten year term this would be a \$40 million dollar contract. What we propose is that you direct staff to cancel this third solicitation and once again initiate a best and final offer process with only Synagro and TLM but this time with specific directive to provide offers based on the following four guarantees. One, that the City should require to the contractor to independently supply all bulking agent needed to responsibly compost all biosolids for residential use. Two, that you should require the vendor to actually compost everything and not allow for any emergency disposal based solely on the contractor's ability to supply bulking agent. Three, the City should require the vendor to grind all City controlled bulking agent delivered to Hornsby Bend and four, the City should honor the Working Group recommendation and require local business presence as an evaluation factor in the best and final offer. I believe that such a solicitation would be different enough from the previous solicitations to salvage this process. Synagro, remember, had our prices and used them accordingly when they, excuse me, and lowered their prices accordingly based on what they knew about our prices when they submitted their bid. I hope you will not choose today to authorize the negotiation or execution of a contract with Synagro. There is no crisis that must be addressed today. Staff has already extended Synagro's current contract several times and could do so again very easily. But if it is your decision to move forward with Synagro today, at a minimum, I would ask that you please not authorize execution of a contract that no one has seen. Instead, I would urge you to direct staff to bring back a contract that provides safeguards against the risk we have been warning you about. I've handed out a sheet, it has six bullet points on it. The first four, I think, are absolutely critical to make sure that the citizens get two really important things; one, that we save the citizens a minimum of approximately \$4 million dollars, and two, that we get a better environmental solution. We aren't just spreading this sludge all over our environment, but instead we're actually composting at 100% to Dillo Dirt residential standards. There is a solution here that works for the taxpayers, for the environment, for all of us, and I hope that you will certainly consider making the contract publically available, ensuring that the City has the right to give six months' notice to terminate if they have spread biosolids with land application over a two week period, that's the second bullet, and that you, the City Council and Boards are notified if an emergency condition has been declared, and, shorten the term to two years so that we know and can see a demonstration of 100% residential Dillo Dirt being made. Finally, if

there isn't sufficient bulking agent that that not be, that's the fifth point, if there's not sufficient bulking agent for the composting that that not be considered an emergency. So thank you very much. We have lots of people here available to answer questions and if you have any I'm sure we'll be able to answer them. Thank you.

Steve Adler: Is Andrew Bosinger here? Phil Gosh is on deck.

Andrew Bosinger: Mayor, Councilmembers...

Steve Adler: You have three minutes.

Andrew Bosinger: I'm Andrew Bosinger with Synagro. I've been accused of a conspiracy here. I mean this, what you've just heard, is an allegation that Synagro is involved, the staff is involved, the City Manager is involved in a vast conspiracy to direct this contract. I mean, I could go through and refute all the technical points, but the level of misinformation, intentional misinformation. You may recall... some of you may recall that our initial proposal on RFP #1 here was at this body's request released publically. So many of the things they're saying Synagro was planning to do secretly are already spelled out in great detail as being untrue. You've all seen those. Your staff has seen those. Synagro's been a good partner to the City of Austin for the last ten years. We've managed your biosolids consistently, reliably. We've had zero environmental exceptions, zero public perception problems with the biosolids program, something that, a track record that many cities around this country would be jealous of. You know, we've been a good partner and steward. You hear this "tortured process" that's happened. I guess I'd have to ask, who's doing the torturing? You know, and it's a pattern of behavior that you see from certain participants in this market, to torture these procurements. This is the third one. As far as us knowing their price, I mean, our price has been public multiple times in this. We haven't complained. We haven't protested because it doesn't matter. The prices are competitive. We're out there... the basis of all three of these procurements has been different. The volumes have risen each time. Austin's a growing city. Growing amount of biosolids. From the first RFP to the second RFP, there was 15% more biosolids. From the second RFP to the IFB, there was 10% additional more biosolids. It represents the growth of Austin. This numbers... anybody who bids professionally like this understands that these things aren't apples to apples anyway. That, you know, in terms of somebody bid x on a project, it doesn't mean they're gonna bid that same thing again. I mean, this is a competitive, dynamic process. And, you know, there have been three procurements here now. Synagro has been by far the highest technically rated each and every time. We've had the lowest cost. There's an equity issue here. There's a process integrity issue here. It's time to move this forward. This is in the best interest of the City, the environment, the ratepayers, and in having a valid procurement process in Austin. Thank you and I'll be available for any questions.

Steve Adler: Okay. Thank you. Is Phil Gosh here? Is Donna Gosh here? Mr. Gosh, you have five minutes.

Phil Gosh: Thank you and good morning Mayor, Councilmembers. I had a couple concerns. As a citizen of Austin, I'm concerned about the tax that this is costing us. The multiple times that this has gone to bid, the continual over and over and over of as, what we've heard. What does that cost us as a city? And what does that cost the taxpayers? And secondly, more important, I'm kind of standing here for those that have gone before us. So as a small business owner with a zero waste, what's the future like for those upcoming? What is healthy for our community and what is just? What do we want here for the next generation to better bring forth? We've got a lot of work to do on zero waste. How are we responding when somebody has to deal with a lot of resistance just to come in and do good? So I would invite something into a new day that we work as a village. It takes a village to do recycling. Zero waste is gonna take all of us. You know, what's it gonna look like if you have one company doing everything and no competition? Cause that's where we're going and that's what concerns me. I just feel that needs to stop and we need to do something that's healthy for our community. And I'm asking you to do it. This has gone on for a while and before that things have gone on for a while. So what's gonna happen when we get some young entrepreneurs, I'm kinda old but I'm trying to raise up other guys. We need more people to do this zero waste stuff. Is it fair that they come and have to deal with stuff like this? It's the same thing every time; partial information, fear, and then it gets thrown out. I mean, when... I'm asking... I'll just leave it like this. I just trust you to make a just decision for our community. Thank you.

Steve Adler: Thank you. Those are all the speakers I have signed up.

Gus Pena: I signed up.

Steve Adler: There you are. Mr. Pena, come on down. I apologize.

Gus Pena: In the fairness, in light of fairness of the issue, I will accept your apology Mr. Mayor. Mr. Mayor, Gustavo "Gus" Pena, native East Austinite, proud United States Marine Corps veteran and Councilmember Jimmy, my wife says hello. She worked on Adler's campaign alongside me a long time ago, 3 years ago, but she says give them h-e-l-l. I won't use that word, Lord. Anyway, this is a contentious issue. The City Attorney is looking at me. She's ready to file suit on me. Her eyebrows are furrowing like that. Watch out, I ran for Judge too. Anyway, I want to say this. Watch that smile, Councilmember Flannigan, you're gonna dazzle it. You have an issue here in front of you that's very, to me, delicate. All we're asking for is zero waste, what is in the best interest of the taxpayers and the people? Fairness. And I'll leave it at that and I know, don't get shocked, I'm gonna limit my speaking, but I want to thank y'all, every one of y'all, even you Renteria, for the hard work that you all do because I know I'm tough on y'all because people want honesty, transparency, and fairness. So, you do the right thing and I'll leave it at that. Anyway, I'll be ready for citizen's communication. Thank you.

Steve Adler: Okay. Manager?

Spencer Cronk: Mayor and Councilmembers, I just wanted to first of all appreciate the work that staff has done to bring this contract forward. Obviously this started before I became manager but I had the opportunity to ask staff a number of questions, review all the information, and I wouldn't be bringing this to you if I didn't feel comfortable moving forward with it. So, just wanted to note that.

Steve Adler: Yes, Councilmember Alter. Use the speaker, microphone.

Alison Alter: I'd like to make a motion to award and execute a multi-term contract with Synagro of Texas-CDR.

Steve Adler: Okay, there's been a motion. Is there a second to this motion? Councilmember Garza seconds the motion. Councilmember Alter, you can debate it first, it's your motion.

Alison Alter: I'm ready to vote. I have been working to understand this contract for a long time. If my colleagues have particular questions, that's fine. There's one element of what was discussed that I just want to ask staff to clarify and maybe it's one of the Procurement staff or Austin Water. It is my understanding that as an Invitation For Bid, which is what we are voting on the results from, the bid is the contract, and that an IFB is based only on cost because everyone's being asked to do the same thing. So, we already have the contract. The contract was out when they presented the solicitation. Am I understanding that correctly?

James Scarboro: Councilmember Alter, that is correct. When we issue a solicitation whether it be a Request For Proposals or an IFB the City includes in the solicitation all of the terms and conditions that we contemplate going into the resulting contract. So the terms and conditions that the City contemplates are there. In an RFP there may be approach or description of process or service that will be included in the proposal, and there are confidentiality elements associated with proposals, but in an IFB there is no proposal. It's just a price and the price is therefore included in the resulting contract. So the terms and conditions that'll go into the resulting contract were included in the solicitation and have been publicly available since that solicitation was published.

Alison Alter: Which was when, roughly speaking?

James Scarboro: It was published in...

Alison Alter: It was weeks ago, right?

James Scarboro: It was this summer. I can give you the exact date.

Alison Alter: Sorry, I didn't mean to...

James Scarboro: It's okay. August 13th.

Alison Alter: Okay, and Synagro was the lowest bidder?

James Scarboro: Yes, ma'am.

Alison Alter: And they were competing on the same thing?

James Scarboro: Yes.

Alison Alter: So, I'm ready to go ahead and vote and move forward. I think we need to address this. I don't want to pretend that this process has been pretty. There's been lots of unusual things about this process all the way around and I would hope that we won't have to repeat that, particularly for the items related to zero waste, et cetera, in the future. I'm ready to move forward. If colleagues have lots of questions on this, then I will have some more questions. But I'll let other people raise those and I'll have some other things to think about if we have a longer discussion.

Ora Houston: Thank you, Mayor. This is a very large contract and as some have said, contentious. It's been very, very long and difficult. Is there any way to divide the contract in... so that each company could have part of it?

James Scarboro: Councilmember Houston, that would be more of an operational question. When we put together a solicitation and discuss the requirements with the customer we kind of look at their operational needs and what makes sense in terms of meeting their business requirements. And to the extent that we can accommodate multiple awards we'll certainly consider doing so. So it's not a procurement issue so to speak, but it is an operational issue. And I know that Austin Water has considered a multiple contractor environment and they have some operational concerns with that. They may be able to speak more specifically to it.

Ora Houston: Thank you.

Judy Musgrove: You're so tall. Judy Musgrove, Austin Water. We did look at that just as an option because it is a large contract, but it was decided... we actually do operate out there with Dillo Dirt alongside of Synagro working their compost, so we have seen firsthand what it's like to have two contractors working the same site and it's very difficult. And one of the things we were concerned about also, is if there was two contractors working the site how would that work for economies of scale, we wouldn't take advantage of those. We just felt our costs would be higher and it would be more oversight on our end required, and it just didn't make sense to try and do it for, just for that reason. Now, if you did a one onsite one offsite contractor, again your trucking is increased and so that is an environmental concern as well as the cost of double trucking. Trucking the solids away and then trucking it again after it's compost. So it just didn't seem to make sense, we did look at it.

Steve Adler: Councilmember Pool.

Leslie Pool: Thanks and I apologize for my voice, I'm kinda losing it, my voice today. I'm not gonna make an amendment, I'd just like to add some direction to staff. And my staff has talked with our Water Utility staff about this and of course they can weigh in but it sounded like it was feasible and approved by them. I'd like to add direction to Austin Water to establish a protocol for notifying Council and the appropriate Commissions, for example the Water Wastewater Commission and the Zero Waste Advisory Commission, of any emergency condition that might occur related to biosolids and how the emergency condition is being handled because communication, as we know, is key in any emergency situation. Mr. Slusher.

Daryl Slusher: Thank you, Councilmember. Daryl Slusher, Assistant Director, Austin Water. We would be open and could work with that but we want to make clear that that's a direction to staff because that's our responsibility, not an amendment to this procurement of the contract.

Alison Alter: Absolutely. This is not an amendment to the procurement. This is strictly and solely direction to staff.

Daryl Slusher: Okay. Thank you. Ms. Musgrove may want to elaborate.

Judy Musgrove: That's fine with us. We had planned on that anyway, so...

Leslie Pool: I think just coming off of the boil water notice and everything last week or so has made this feel kind of relevant. So thank you all. I appreciate your willingness and acknowledgment.

Steve Adler: So my understanding is that some of the things that Mr. Whellan laid out are things that you'll just do as a matter of course. The notice provision that Councilmember Pool mentioned was one of those items. This contract, I'm sure like all our contracts, have the same ability to get out of the contract or requires the ability to be renewed. I assume this contract will have that same kind of provision. And then to let us know if there are, if we reach the place where we're doing the alternate means of disposal as part of the notice of the Council, but you could do all those things outside of this contract just by the request and the direction from the Manager.

Daryl Slusher: Yeah, I think that's correct. Do you want to speak to that Mr. Scarboro?

Steve Adler: Don't need to speak to it. Yes is fine.

Judy Musgrove: Yes.

Steve Adler: Thank you. Any further discussion? There's been a motion and a second on the Council. Councilmember, yes, Kitchen.

Ann Kitchen: I just wanted to clarify what you just said to make sure I'm understanding. So the standard notice of contract termination is the 30 days, is that right? So without cause, the standard notice of contract termination without cause?

Judy Musgrove: That's correct.

Ann Kitchen: Okay. And that'll be included?

Judy Musgrove: Yes, ma'am.

Steve Adler: Any further discussion? Let's take a vote. Those in favor of this contract please raise your hands. Those opposed. Councilmember Troxclair voting no, the others voting aye. This matter passes. Thank you.