



**Riverside County**  
**Waste Management Department**

*Hans W. Kernkamp, General Manager-Chief Engineer*

**Date:** April 24, 2013

**From:** Neal Kipnis, Deputy County Counsel  
on behalf of Waste Management Department

**To:** Board of Supervisors

**Subject:** **Sole Source Procurement; Request No. 2 for Specialized Outside Counsel Services Related to RFQ for Possible Lease of County Landfills**

The below information is provided in support of Waste Management's request for approval of a sole source. Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole source.

1. **Supply/Service being requested:** Highly specialized legal services necessary to work on an RFQ process, as authorized by the Board of Supervisors, for possible lease of County landfills project
2. **Supplier being requested:** Nossaman LLP; Corey Boock as lead attorney.
3. **Alternative suppliers that can or might be able to provide supply/service:** None located. Mr. Boock is the attorney who organized and led similar processes for the only two other counties (San Diego and Sonoma) who have conducted similar highly complex landfill transactions.
4. **Extent of market search conducted:** County Counsel has been unable to locate any other attorneys in California with similar experience to Mr. Boock.
5. **Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:** Mr. Boock is the only attorney in California who has guided a county through such a complicated transaction involving landfills. Nossaman, which works on many large projects for public entities such as RCTC, has the various resources needed if this project moves forward past the initial stage.
6. **Reasons why my department requires these unique features and what benefit will accrue to the county:** County Counsel will assist with this matter, but does not possess staff with sufficient expertise to do this work.
7. **Price Reasonableness including purchase price and any ongoing maintenance or ancillary costs from the supplier:** Mr. Boock's hourly rate is comparable to rates of attorneys with his level of experience working on highly complex large transactions. This is the rate he charges to other public entity clients, including RCTC. The rates for other Nossaman attorneys are similarly comparable based upon their experience and expertise.
8. **Does moving forward on this product or service further obligate the county to future similar contractual arrangements or any ongoing costs affiliated with this sole source? (Maintenance, support, or upgrades, if so, please explain).** No.

9. **Period of Performance:** If the Board of Supervisors approves this project to move forward, the duration of Nossaman's services may be from 18 months to over two years, depending upon the complexities of the project.

  
Neal Kipnis, Deputy County Counsel,  
on behalf of the Waste Management Department

4/25/13  
Date

Purchasing Department Comments:

Approve

Approve with Condition/s

Disapprove

Not to exceed: \$200,000, plus expenses

One time

Annual Amount through 6-30-2014

  
Purchasing Agent

4-25-13  
Date

13-464  
Approval Number  
(Reference on Purchasing Documents)

**AGREEMENT WITH NOSSAMAN LLP  
FOR PROFESSIONAL SERVICES**

THIS AGREEMENT, with an effective date of June \_\_\_\_, 2013, is made by and between the COUNTY OF RIVERSIDE ("COUNTY") and NOSSAMAN LLP ("ATTORNEYS").

**RECITALS**

WHEREAS, the COUNTY desires to contract for specialized legal services related to COUNTY's potential Request for Proposals ("RFP") process for possible lease relating to COUNTY landfills and other waste facilities pursuant to Government Code Section 25515 et. seq. ("the landfills project"); and

WHEREAS, ATTORNEYS provide such highly specialized legal services and are uniquely qualified to perform the required services due to their legal expertise and previous work with other California counties on other similar complex projects;

WHEREAS, COUNTY desires to retain ATTORNEYS' services in connection with:

Various aspects of the landfills project, including but not limited to: work related to the required Request for Qualifications ("RFQ") and RFP; participation at Board meetings as needed; counsel and advise COUNTY staff on various project issues; assist in selection of consultants required for the project; assist to analyze responses to the RFQ and RFP; develop contracts and conduct negotiations with a selected proposer; and related future issues as they develop. The scope of work shall include, without limitation, the items reflected on Attachment A.

NOW THEREFORE, COUNTY and ATTORNEYS agree as follows:

1. **Term**. The term of this AGREEMENT shall begin immediately and continue until completion of the work described herein, unless sooner terminated.
2. **Termination**. Services performed under this AGREEMENT may be terminated in whole or in part at any time COUNTY deems such to be in its best interest, as determined by COUNTY. COUNTY shall terminate services by delivering to ATTORNEYS a written termination notice executed by COUNTY and specifying the extent to which services are terminated and the effective termination date. ATTORNEYS also shall have the right to terminate this AGREEMENT in whole in part at any time upon 10 days' written notice to COUNTY.
3. **Effect of Termination**. After receiving or delivering a termination notice and unless otherwise directed by COUNTY, ATTORNEYS shall: (1) take all steps necessary to stop

services on the date and to the extent specified in the termination notice; (2) complete services not terminated by the termination notice; (3) submit final billing for terminated services within thirty (30) days from the effective termination date; and (4) promptly submit a brief closing report advising COUNTY of the status of the matters being handled. Time and fees incurred as of the effective date of the termination, including in connection with Section 4 below, shall be compensable to ATTORNEYS using the hourly rates set forth in Section 12 and on Attachment B hereto.

4. Closing Report Upon Termination. ATTORNEYS shall deliver a closing report to COUNTY immediately after termination of services under Section 2 or Section 5 which shall include, but not be limited to: (i) a brief description of the status of all matters or projects that had been assigned to ATTORNEYS; and (ii) a discussion of COUNTY's exposure or risks and applicable law.

ATTORNEYS shall give COUNTY copies or originals, as appropriate, of all files and attorney work product for all matters on which it has been working. This includes any computerized index, computer programs and document retrieval system created or used for these matters.

5. Professional Conflict of Interest. ATTORNEYS represent and warrant that no COUNTY employee whose position in COUNTY enables him/her to influence the award of this AGREEMENT or any competing agreement, and no spouse or economic dependent of such employee is or shall be employed in any capacity by ATTORNEYS, or shall have any direct or indirect financial interest in this AGREEMENT.

Anyone who is a former employee of COUNTY at the time of execution of this AGREEMENT or who subsequently becomes affiliated with ATTORNEYS in any capacity (employee, associate or partner) shall not (i) participate in the services provided by ATTORNEYS to COUNTY; or (ii) become a partner, shareholder or otherwise share in the profits of ATTORNEYS for a period of one year from the date the former COUNTY employee left COUNTY employment.

It is possible that some of the ATTORNEYS' present or future clients will have disputes with COUNTY during the time that ATTORNEYS are representing the COUNTY. COUNTY and ATTORNEYS agree that should the situation arise where a new or existing client engages ATTORNEYS in any matter in a position adverse to COUNTY or in which COUNTY'S interest may be adversely affected, that ATTORNEYS will so advise COUNTY and upon receipt of such notice COUNTY may determine that the conflict may be waived or may determine that it is in the COUNTY'S best interest to terminate the services of ATTORNEYS. Should COUNTY determine that it is best to terminate the services of ATTORNEYS, COUNTY will notify ATTORNEYS of such decision. ATTORNEYS may then submit any outstanding invoices for payment up to the date of termination as determined by the notice from COUNTY.

Notwithstanding the foregoing, Attachment C is expressly incorporated herein.

6. ATTORNEYS' Services and Responsibilities. Upon appointment, ATTORNEYS shall provide COUNTY with the names of other professionals (partners, associates, law clerks, paralegal, etc.) who will assist in the provision of services under this AGREEMENT and the functions to be performed by each professional shall also be provided. ATTORNEYS' supervising attorney will be fully responsible for the quality of the work product. While recognizing the landfills project may become a highly complex and labor intensive matter that requires involvement by attorneys practicing in several legal disciplines, ATTORNEYS shall make efforts to appropriately minimize the number of different lawyers who work on the project. The COUNTY retains the right to approve or disapprove any and all attorney assignments, such approval not to be unreasonably withheld or delayed.

(a) Key ATTORNEYS Personnel.

- (1) ATTORNEYS' supervising attorney for this engagement shall be Corey Boock. Any change in ATTORNEYS' supervising attorney shall be first authorized in writing by COUNTY. ATTORNEYS' supervising attorney shall have full authority to act for ATTORNEYS on all daily operational matters under this AGREEMENT.
- (2) Support attorneys and paralegals shall be designated in advance by ATTORNEYS' supervising attorney.
- (3) Change in lawyer staffing shall be made only by written/email consent by COUNTY, which consent shall not be unreasonably withheld.

7. Legal Representation. ATTORNEYS shall provide COUNTY with the necessary representation by staff qualified to perform the legal tasks at the least costly billing category based upon the circumstances, complexity and level of the work to be done. ATTORNEYS' legal representation shall include, but not be limited to:

- (a) Review of all applicable files and correspondence and claims, if any, and provision of an assessment of potential liability or risks.
- (b) All legal research and review of all documents and other relevant materials.
- (c) Secretarial and clerical support services necessary to perform the legal representation in a professional manner.

ATTORNEYS shall: (i) meet with COUNTY as COUNTY requires; and (ii) provide all information and reports, including an estimate of fees for each aspect or phase of representation as deemed necessary by COUNTY. If this project develops beyond this

Agreement, the ATTORNEYS' estimate of the approximate cost to COUNTY of each following major phase for ATTORNEYS services will be critical for COUNTY.

ATTORNEYS' shall: (i) assist COUNTY in evaluation and negotiations as requested; and (ii) keep and preserve all backup documentation to support all entries included in its billings for a period of four (4) years after termination or completion of the matters for which ATTORNEYS have been retained.

8. Prior Approvals. ATTORNEYS shall obtain the prior written/email approval of COUNTY before: (i) retaining any consultant; (ii) undertaking research of more than four (4) hours on any particular issue; (iii) commencing travel on behalf of COUNTY outside the Counties of Los Angeles, Riverside, San Bernardino, or Orange.

9. Status Reports. ATTORNEYS shall provide written status reports upon request of the COUNTY.

10. Initial Agreement Amount. The initial total payable under this AGREEMENT shall not exceed \$200,000.00 plus expenses as set forth in this Agreement. This amount is intended to cover aspects of the scope of work described on Attachment A as Phase 1. COUNTY acknowledge that (i) the total remuneration under this AGREEMENT reflects an estimate and an authorized budget for the services scoped in this AGREEMENT for Phase 1; (ii) such authorized remuneration is not intended to be an estimate of fees necessary to complete all legal work for the landfills project, including any work beyond Phase 1; (iii) additional budget authorization will be required to advance the landfills project through procurement and completion; and (iv) the foregoing shall not serve as a guaranty of performance of ATTORNEYS' services for such amount or represent a cap on fees (including as it relates to Phase 1), but, rather, reflects a maximum authorized amount for which additional authorization will be required in order for ATTORNEYS to exceed.

11. Supervision of Agreement. This AGREEMENT shall be supervised on behalf of the COUNTY by Neal Kipnis, Deputy County Counsel. COUNTY Assistant CEO George Johnson and COUNTY Waste Management Department General Manager – Chief Engineer Hans Kernkamp will also provide direction to ATTORNEYS. If there is uncertainty regarding instructions given to ATTORNEYS, then ATTORNEYS shall immediately notify Mr. Kipnis.

12. Fees. The billing rate for ATTORNEYS under this AGREEMENT shall be as set forth on Attachment B. Billing rates may be subject to review and adjustment, as agreed between COUNTY and ATTORNEYS. Any rate increase other than as described in Attachment B shall require an amendment to this AGREEMENT.

13. Expenses. COUNTY shall reimburse ATTORNEYS for their actual out-of-pocket expenses but without any additional costs for having advanced the funds or for expenses generally considered as overhead already reflected in the ATTORNEYS' hourly rate.

Reimbursable ordinary expenses shall include, but not be limited to: (i) postage; (ii) messenger service; (iii) document reproduction by outside vendor; and (iv) In-house document reproduction, provided, however, that if amount charged in any one month exceeds \$500.00, prior approval of COUNTY shall be obtained.

Reimbursable extraordinary expenses shall include charges of which ATTORNEYS have obtained prior written/email approval of COUNTY. Such expenses shall include, but not be limited to: (i) consultants; (ii) travel outside the Counties of Los Angeles, Riverside, San Bernardino and Orange; (iii) investigative services; and (iv) any expense item exceeding Five Hundred Dollars (\$500.00).

Non-reimbursable expenses shall include, but not be limited to: (i) staff time or overtime for performing secretarial, clerical, or word processing functions; (ii) charges for time spent to provide necessary information for COUNTY audits or billing inquiries; (iii) charges for work performed which had not been authorized by COUNTY, which work shall be a gratuitous effort by ATTORNEYS; and (iv) mileage or travel expenses from the regular office of ATTORNEYS to the County of Riverside offices.

14. Billings and Payments. ATTORNEYS shall submit its billing statement at least quarterly, but no more frequently than monthly, in arrears, no later than the last day of the month following the month(s) for which services were rendered. The billing statements shall be submitted to:

Office of the County Counsel  
Neal Kipnis, Deputy County Counsel  
3960 Orange St., Fifth Floor  
Riverside, CA 92501  
[nkipnis@co.riverside.ca.us](mailto:nkipnis@co.riverside.ca.us)

Mr. Kipnis may also designate that the billing statements be submitted directly to another COUNTY representative.

The original of each billing statement shall have the declaration of ATTORNEYS' Supervising Attorney and shall be identified by a unique number and shall be itemized to include: (i) staffing level(s), hourly rates and specific activities for each attorney and/or paralegal; (ii) listing of each activity as a line item in a time reporting format acceptable to COUNTY with a detailed description of specific activities for each attorney and/or paralegal; (iii) total current period fees and total cumulative fees billed for each staffing level; and (iv) current period expenses and total cumulative expenses billed in itemized categories, including all invoices for disbursements paid to others.

It is the expectation of COUNTY that it will not be billed for ordinary overhead expenses, including (i) ordinary word processing; (ii) time to prepare and review billings;

and (iii) local travel expenses. Reimbursable charges would include (i) telephone calls ; (ii) express mail when deemed necessary; (iii) fax charges; (iv) photocopy charges (within industry standards); and (v) travel time and expenses at prudent levels for travel out of the southern California area, with prior authorization of COUNTY. Travel time within Southern California will only be billed in instances where ATTORNEYS, notwithstanding reasonable efforts to do so, are unable to use such time for the landfill project or other clients and where such time exceeds normal commuting time.

ATTORNEYS shall have and maintain all backup documentation to support all entries included in the monthly billing statement. Such documentation shall be in a form subject to audit and in accordance with generally accepted accounting principles. ATTORNEYS shall make such documentation available to auditors upon request and at such reasonable times and locations as may be agreed to between COUNTY and ATTORNEYS.

COUNTY shall make payment(s) for services rendered under this Agreement monthly in arrears based on the itemized billing statement(s) ATTORNEYS submit to the COUNTY. The COUNTY shall review all billing statements in accordance with COUNTY policy and standards. COUNTY shall make its best effort to process payments promptly after receiving ATTORNEYS' monthly billing statement. COUNTY shall not pay interest or finance charges on any outstanding balance(s).

15. Confidentiality. ATTORNEYS shall maintain the confidentiality of all information which it may acquire arising out of or connected with activities under this AGREEMENT in accordance with all applicable federal, State and County laws, regulations, ordinances and directives relating to confidentiality, including the Code of Professional Responsibility. ATTORNEYS shall inform all of its principals, employees and agents providing services hereunder of the confidentiality provisions of this AGREEMENT. These confidentiality obligations shall survive the termination or expiration of this AGREEMENT.

16. Communications with COUNTY. ATTORNEYS recognize that their relationship with COUNTY and its agents, employees, officers and/or representatives is subject to the attorney-client privilege and that any information acquired during the term of this AGREEMENT from or through COUNTY is confidential and privileged. ATTORNEYS warrant that they shall not disclose or use in any manner whatsoever any of the information from COUNTY and its officers, employees and agents in connection with said relationships or proceedings; provided, however, that ATTORNEYS may use such information as necessary in connection with any dispute or defense of a claim arising out of or under this AGREEMENT between COUNTY and ATTORNEYS. ATTORNEYS understand that the County Counsel is the empowered legal representative of COUNTY and its officers and employees and ATTORNEYS shall not without specific direction from the Office of the County Counsel communicate with, advise or represent the COUNTY legislative body.



17. Insurance. Without limiting or diminishing the ATTORNEY'S obligation to indemnify or hold the COUNTY harmless as set forth in this AGREEMENT, ATTORNEY shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement.

- (a) Workers' Compensation: If the ATTORNEY has employees as defined by the State of California, the ATTORNEY shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.
- (b) Commercial General Liability: Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of ATTORNEY'S performance of its obligations hereunder. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.
- (c) Vehicle Liability: If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then ATTORNEY shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.
- (d) Professional Liability: ATTORNEY shall maintain Professional Liability Insurance providing coverage for performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If ATTORNEY'S Professional Liability

Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement. Upon termination of this Agreement or the expiration or cancellation of the claims made insurance policy ATTORNEY shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or, 2) Prior Dates Coverage from a new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or, 3) demonstrate through Certificates of Insurance that ATTORNEY has maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this Agreement.

(e) General Insurance Provisions - All lines:

- (1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- (2) The CONTRACTOR'S insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self insured retention unacceptable to the COUNTY, and at the election of the Country's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- (3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written

notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

- (4) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or, the term of this Agreement, including any extensions thereof, exceeds five (5) years the COUNTY reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if; in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.
- (5) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- (6) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.
- (7) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

18. Indemnification. ATTORNEY shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability, damage, claim or action whatsoever, to the extent arising directly out of the negligent performance of services by ATTORNEY, its officers, employees, subcontractors, agents or representatives pursuant to this Agreement,

including but not limited to property damage, bodily injury, or death. To the extent set forth above, ATTORNEY shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any such action or claim.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe ATTORNEYS' obligations to indemnify and hold harmless the COUNTY herein from third party claims.

19. Notices. All notices and required reports shall be written and hand-delivered or mailed by first class, postage prepaid, addressed to COUNTY or ATTORNEYS at the addresses below, or at any other address COUNTY or ATTORNEYS shall provide in writing to each other:

If to COUNTY: Neal Kipnis, Deputy County Counsel  
3960 Orange St. Fifth Floor  
Riverside, CA 92501  
[nkipnis@co.riverside.ca.us](mailto:nkipnis@co.riverside.ca.us)

Mr. Kipnis may also designate that any such notices or reports be submitted directly to another COUNTY representative.

If to ATTORNEYS: Corey Boock  
Nossaman LLP  
777 S. Figueroa Street, 34<sup>th</sup> Floor  
Los Angeles, California 90017  
[cboock@nossaman.com](mailto:cboock@nossaman.com)

20. Assignment. No part of this AGREEMENT or any right or obligation arising from it is assignable without the written consent of COUNTY.

21. Complete Agreement. This AGREEMENT shall constitute the complete and exclusive statement of understanding between COUNTY and ATTORNEYS which supersedes all previous written or oral agreements, and all prior communications between COUNTY and ATTORNEYS relating to the subject matter of this AGREEMENT.

Dated: \_\_\_\_\_

COUNTY OF RIVERSIDE

By: \_\_\_\_\_  
John Benoit, Chairman  
Board of Supervisors

Dated: 4/26/13

NOSSAMAN LLP

By:   
Corey Boock, Partner

ATTEST:

KECIA HARPER-IHEM  
Clerk of the Board

By: \_\_\_\_\_  
Clerk

FORM APPROVED COUNTY COUNSEL  
BY:  4/26/13  
NEAL R. KIPNIS DATE

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**ATTACHMENT A**  
**SCOPE OF SERVICES**

In support for a potential transaction by the County of Riverside (the “Client”) associated with its solid waste assets and system (the “Project”), the firm of Nossaman LLP will provide the following services:

Phase 1: RFQ Phase

- Assist in structuring of Project, procurement and financial approach
- Assist in developing Project management structure and approach, including providing guidance on necessary internal and external resources
- Assist in developing Project procurement schedule and Workplan
- Preparation and delivery of workshops on Project approach and options, risk issues and allocation and necessary legislation to internal staff, Client Board and other stakeholders
- Preparation and delivery of presentations, briefings and other materials to Client Board and senior staff
- Assist in drafting RFQ
- Assist in post-RFQ issuance process, including proposer workshops, proposer Q&A and document revisions (addenda)
- Assist in preparation of RFQ Evaluation Manual
- Assist with training of Client personnel and, if relevant, consultant personnel on RFQ evaluation process and procedures
- Participate in and assist with oversight of RFQ evaluation
- Other Project-related tasks directed by Client

Phase 2: Internal Due Diligence and Industry Review Phase

- Assist in development of due diligence lists and preparation for due diligence process
- Assist in internal due diligence, including assessment of the state of title of the assets, permitting issues and status, third party agreements/constraints, environmental issues and other related issues and tasks
- Assist in analysis and development of necessary legislation and implementing rules applicable to the Project
- Assist Client with the CEQA environmental process for the Project, including working with environmental consultants on applicable studies, analyses and environmental documents, reports and statements and assisting in discussions and negotiations with relevant state and federal resource agencies

- Assist in identification, assessment and allocation of project and contract risk;
- Assist in drafting of RFP and contract documents for industry review
- Coordinate with and among co-consultants, including engineering consultants and financial advisors
- Review and comment on technical provisions
- Participate in industry review process, including proposer workshops, one on one meetings, proposer Q&A and document revisions

### Phase 3 – RFP Phase

- Assist in drafting/finalization of RFP and contract documents for issuance
- Participate in post-RFP issuance procurement process, including proposer workshops, one on one meetings, proposer Q&A and document revisions (addenda)
- Assist Client with the CEQA environmental process for the Project, including working with environmental consultants on applicable studies, analyses and environmental documents, reports and statements and assisting in discussions and negotiations with relevant state and federal resource agencies
- Preparation and delivery of workshops on Project approach and options, risk issues and allocation and necessary legislation to internal staff, Client board and other stakeholders
- Preparation and delivery of presentations, briefings, agenda items, resolutions and other materials to Client Board and senior staff
- Other Project-related tasks directed by Client

### Phase 4 – Evaluation and Selection Phase

- Assist in preparation of RFP Evaluation Manual
- Assist with training of Client and, if relevant, consultant personnel on RFP evaluation process and procedures
- Participate and assist with oversight of RFP evaluation
- Assist with analysis, response and defense to any bid or proposal protests
- Assist Client with the CEQA environmental process for the Project, including working with environmental consultants on applicable studies, analyses and environmental documents, reports and statements and assisting in discussions and negotiations with relevant state and federal resource agencies
- Preparation and delivery of workshops on Project approach and options, risk issues and allocation and necessary legislation to internal staff, Client board and other stakeholders
- Preparation and delivery of presentations, briefings, agenda items, resolutions and other materials to Client Board and senior staff
- Other Project-related tasks directed by Client



#### Phase 5 – Negotiations and Execution Phase

- Assist with negotiations with apparent highest ranked Proposer and Contract finalization
- Assist with Contract award and execution process
- Assist Client with the CEQA environmental process for the Project, including working with environmental consultants on applicable studies, analyses and environmental documents, reports and statements and assisting in discussions and negotiations with relevant state and federal resource agencies
- Preparation and delivery of workshops on Project approach and options, risk issues and allocation and necessary legislation to internal staff, Client board and other stakeholders
- Preparation and delivery of presentations, briefings, agenda items, resolutions and other materials to Client Board and senior staff
- Other Project-related tasks directed by Client

#### Phase 6 – Escrow Closing Phase

- Assist with any close of escrow/financial close issues
- Assist with any CEQA-related issues impacting the Project and/or procurement
- Participate in Contract administration training workshops
- Assist with prosecution of any Contract disputes
- Preparation and delivery of workshops on Project approach and options, risk issues and allocation and necessary legislation to internal staff, Client board and other stakeholders
- Preparation and delivery of presentations, briefings, agenda items, resolutions and other materials to Client Board and senior staff
- Other Project-related tasks directed by Client

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**ATTACHMENT B**

**ATTORNEYS' FEES—HOURLY RATES**

<b>Nossaman Team Member</b>	<b>Hourly Billing Rates</b>	<b>Nossaman Team Member</b>	<b>Hourly Billing Rates</b>
Corey Boock	\$620	Margo Bennett	\$590
Nancy Smith	\$650	Brandon Davis	\$465
Evan Caplicki	\$540	Barney Allison	\$650
Fred Kessler	\$650	Brian Papernik	\$620
Patrick Harder	\$620	Tristan Robinson	\$275
Lisa Montague	\$330	Sid Jimenez	\$335
Tae Yeon Kim	\$275	Ren Smith	\$560
Michelena Anania	\$390	Daniel Katz	\$445
Byron Gee	\$500	Elinor Eizdi	\$275
John Flynn	\$620	Carollyn Lobell	\$475
Ben Rubin	\$380	Erik Beck	\$275
Katrina Diaz	\$275	Donna Brady	\$580
Steve Roberts	\$650	David Kimport	\$560
Kevin Collins	\$485	Geoff Petrov	\$465
Other Attorneys/Paralegals/Law Clerks	Actual Rates	April Fromm (Paralegal)	\$235

The above hourly rates will remain in effect through 12/31/13. On January 1, 2014 and each successive January 1 thereafter during the term of the AGREEMENT, the foregoing rates shall be increased by approximately 5-10% in the aggregate

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## ATTACHMENT C

### CONFLICT WAIVER AND ISSUES

This Attachment discloses certain information affecting the engagement of services by the COUNTY of Riverside ("COUNTY") of Nossaman LLP ("ATTORNEYS") and provides certain consents as set forth below.

The services to be provided by ATTORNEYS to COUNTY under this AGREEMENT relate to COUNTY's potential Request for Proposals ("RFP") process for possible lease of COUNTY landfills and other waste facilities pursuant to Government Code Section 25515 et. seq. and any matters related thereto (collectively, the "Project").

This Attachment is intended to address potential or actual conflicts that may arise out of work by ATTORNEYS for other clients which is more particularly described below.

ATTORNEYS are governed by specific rules relating to their representation of clients when present or potential conflicts of interest exist. ATTORNEYS owe a duty of loyalty to all of its clients, and ATTORNEYS must preserve their confidences. The provisions of the Rules applicable to the above-described situations state:

#### Rule 3-310. Avoiding the Representation of Adverse Interests.

...

(C) A member shall not, without the informed written consent of each client:

(1) Accept representation of more than one client in a matter in which the interests of the clients potentially conflict; or

(2) Accept or continue representation of more than one client in a matter in which the interests of the clients actually conflict; or

(3) Represent a client in a matter and at the same time in a separate matter accept as a client a person or entity whose interest in the first matter is adverse to the client in the first matter.

...

(E) A member shall not, without the informed written consent of the

client or former client, accept employment adverse to the client or former client where, by reason of the representation of the client or former client, the member has obtained confidential information material to the employment.

Informed written consent is also defined in the Rules, and essentially means that ATTORNEYS must inform the client of "the relevant circumstances and of the actual and reasonably foreseeable adverse consequences to the client or former client," and the client must thereafter consent in writing in order for us to proceed in the face of this conflict. Additionally, Rule 3-310(B) requires disclosure, but not consent, where a lawyer, or other lawyer in that person's firm has a legal, business, financial, professional or personal relationship with a person or entity adverse to the proposed representation.

#### Other Client Representations

As ATTORNEYS have indicated in prior discussions, we regularly represent land developers and property owners in Riverside County. ATTORNEYS also have advised COUNTY of its representation of transportation agencies with which COUNTY does or may have certain dealings or relationships, including, without limitation, the Orange County TCAs, OCTA, RCTC, SANBAG, LA Metro and Caltrans.

In preparation of this Attachment, ATTORNEYS have re-checked its conflicts database and assembled a list of clients which ATTORNEYS represent in various matters involving or that may involve COUNTY. Attachment 1 to this Attachment provides some information regarding these clients. In addition, ATTORNEYS may enter into engagements with other clients in the future that involve COUNTY. As discussed below, ATTORNEYS concurrent representation of COUNTY and such other entities may present a conflict of interest under the California Rules of Professional Conduct (the "Rules"). The purpose of this Attachment is to obtain informed written consent from COUNTY regarding such conflicts of interest.

ATTORNEYS' services to other clients which are adverse (or potentially adverse) to COUNTY fall into two main categories: (1) representation of public agencies as their general counsel, including any matters that may be adverse to COUNTY or COUNTY-related agencies or districts, and (2) representation of public and private parties in connection with specific projects or transactions involving or that may involve COUNTY or COUNTY-related agencies or districts, including (i) obtaining funding administered by COUNTY or COUNTY-related agencies or districts, (ii) obtaining permits, land use entitlements and approvals from or involving COUNTY or COUNTY-related agencies or districts or districts, (iii) challenging or litigating matters arising out of permits, land use entitlements and approvals, disapprovals, modifications or denials of the same involving

COUNTY or COUNTY-related agencies or districts; (iv) condemnation and inverse condemnation matters involving COUNTY or COUNTY-related agencies or districts, (v) entering into and administering intergovernmental agreements for various matters, and (vi) other matters. As an example, given the Project's assets, other agencies noted above may have some involvement with the Project. ATTORNEYS do not anticipate that they would have any material role in this inter-agency interaction and that such activities would be handled by County Counsel.

Attachment C-1 identifies agencies for which ATTORNEYS currently act as general counsel which may interact with COUNTY or COUNTY-related agencies or districts, and Attachment C-2 identifies current clients which ATTORNEYS represent with respect to various projects or transactions involving or that may involve COUNTY or COUNTY-related agencies or districts. It should be noted that, as general counsel to the agencies identified in Attachment C-1, ATTORNEYS could at any time be called upon to represent those agencies in litigation to which COUNTY is also a party. In addition, any of the matters identified in Attachment C-2 could lead to litigation in which case ATTORNEYS may be asked to represent its existing client in such litigation. Generally, ATTORNEYS do not believe that, short of litigation, the land use and entitlement-related matters set forth on Attachment C-2 constitute conflicts of interest, but, in the interest of maximum disclosure, have provided this information to COUNTY to avoid later confusion or concern.

With regard to the clients and matters identified in Attachments C-1 and C-2, for the most part, the services we will provide to COUNTY and ATTORNEYS' other clients appear unlikely to present a conflict under Rule 3-310(E). However, all of the matters that do or may involve conflicts of interest, as well as future matters for these clients or for other clients involving COUNTY, require informed written consent from COUNTY under Rule 3-310(C)(3) and/or Rule 3-310(E).

ATTORNEYS request that COUNTY acknowledge and consent to the following:

1. ATTORNEYS continued and future representation of the entities named on Attachments C-1 and C-2 on existing and future matters that may be or are adverse to COUNTY or COUNTY-related agencies or districts, including in connection with future litigation adverse to COUNTY or COUNTY-related agencies or districts. COUNTY hereby consents to such an arrangement and waives any conflicts regarding that arrangement.
2. COUNTY will not assert a conflict of interest with the entities named on Attachments C-1 and C-2 or seek to disqualify ATTORNEYS from representing those entities, notwithstanding any adversity that may develop, including in connection with future litigation adverse to COUNTY or COUNTY-related agencies or districts.

3. ATTORNEYS have the right to represent other property owners, land developers and other public and private entities not identified in Attachment C in land use entitlement, permitting and approval matters that involve or may involve COUNTY or COUNTY-related agencies or districts. As noted above, we do not believe these matters constitute conflicts of interest, but, in the interest of maximum disclosure, have provided this information to COUNTY to avoid later confusion or concern.

4. ATTORNEYS have the right to represent public agencies for which it acts as general counsel, as set forth on Attachment C-1, in litigation adverse to COUNTY or COUNTY-related agencies or districts. COUNTY hereby consents to such an arrangement and waives any conflicts regarding that arrangement.

5. ATTORNEYS have the right to represent public agencies, property owners not identified in Attachment C and other public and private entities in condemnation, land use entitlement disputes, other litigation proceedings and adjudications and transactional matters arising out of current and future projects of COUNTY or COUNTY-related agencies or districts, subject to the obligation to provide notification, and provided further that ATTORNEYS will not accept any such engagement that is directly connected with the landfills project, unless prior written consent is obtained from all affected parties.

6. For purposes of this representation, ATTORNEYS' client shall be COUNTY and not any others whose interests it may represent, including, without limitation, any incorporated or constituent city located in the County of Riverside. By undertaking a representation of COUNTY, ATTORNEYS shall not be precluded from separately representing any other entity whose interests it may represent, including, without limitation, any incorporated or constituent city located in the County of Riverside or from representing clients or taking positions that may be adverse to the interests of any entity whose interests it may represent, including, without limitation, any incorporated or constituent city located in the County of Riverside or their respective matters and projects. Such representations shall not be considered adverse or require any further consent or waiver from the COUNTY or any of its individual member agencies. COUNTY agrees that it will discuss only COUNTY business with ATTORNEYS and not share the confidences of its individual member agencies with ATTORNEYS. There is no attorney-client relationship between ATTORNEYS and any such individual member agency. The attorney-client privilege is solely between COUNTY and ATTORNEYS. Any proposed expansion of the representation to include any individual member agency shall be subject to and contingent upon execution of an engagement letter between ATTORNEYS and those entities.



Accordingly, COUNTY signifies its informed written consent by signing and returning this AGREEMENT with this Attachment.

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**Attachment C-1 – General Counsel Representation**

<b>NOSSAMAN CLIENT</b>	<b>DESCRIPTION OF MATTER</b>
Foothill/Eastern Transportation Corridor Agency / San Joaquin Hills Transportation Corridor Agency	<i>Nossaman is general counsel to the Orange County Toll Road Agencies and represents them in their dealings with all other public agencies, including litigation matters.</i>
Exposition Metro Line Construction Authority.	<i>Nossaman is general counsel to the agency and represents it in its dealings with all other public agencies, including litigation matters. Current projects include Phase 1 - Downtown Los Angeles to Culver City and Phase 2 - Culver City to Santa Monica.</i>

**Attachment C-2 – Other Clients/Matters**

<b>NOSSAMAN CLIENT</b>	<b>DESCRIPTION OF MATTER</b>
San Bernardino County Transportation Authority	<i>Nossaman represents SBCTA in connection with various bond and public finance transactions.</i>
Riverside County Transportation Commission	<i>Nossaman represents RCTC in connection with its tolling and public-public partnership program, particularly in the areas of procurement, innovative finance and delivery of such projects. Specific projects currently include the SR-91 Express Lanes extension and the I-15 HOT Lanes project.</i>
San Bernardino Associated Governments.	<i>Nossaman represents SANBAG in connection with its tolling, public-private partnership and public-public partnership program, particularly in the areas of innovative finance and delivery of such projects. Nossaman also represents SANBAG in eminent domain projects relating to the SBX bus rapid transit project and the downtown rail project.</i>
Orange County Transportation Authority	<i>Nossaman represents OCTA with regard to certain matters relating to the SR-91 project, with regard to the I-405 project, with regard to certain funding and bond issues, and with regard to its design-build contracts (including the SR-22 and transit-related matters).</i>
Southern California Regional Rail Authority	<i>Nossaman represents Metrolink with regard to certain projects throughout Southern California involving project development and construction and alternative project delivery, such as design-build.</i>
Los Angeles to Pasadena Metro Blue Line Authority	<i>Nossaman represents the “Gold Line” with regard to certain projects throughout Southern California involving project development and construction and alternative project delivery, such as design-build</i>

Los Angeles County Metropolitan Transportation Authority	<i>Nossaman represents LA Metro in connection with its tolling and public-public partnership program, particularly in the areas of procurement, procurement, innovative finance and delivery of such projects. Specific projects currently include the Accelerated Regional Transportation Improvements Project, I-710 South Freight Corridor, SR-710 North Extension Tunnel, Sepulveda Pass Corridor, congestion pricing, project development and construction and alternative project delivery, such as design-build.</i>
High Desert Corridor Joint Powers Authority	<i>Nossaman represents the High Desert Corridor JPA in connection with the High Desert Corridor project, particularly in the areas of procurement, innovative finance and delivery of such projects.</i>
Brookfield Land & Development and related companies and ventures	<i>Land use, entitlement, environmental, permitting and related matters, including potential litigation and challenges regarding the same</i>
Steven H. Christensen Trust and related companies and ventures	<i>Land use, entitlement, environmental, permitting and related matters, including potential litigation and challenges regarding the same</i>
Sunrise Company and related companies and ventures	<i>Land use, entitlement, environmental, permitting and related matters, including potential litigation and challenges regarding the same</i>
Banning Land Fund and related companies and ventures	<i>Land use, entitlement, environmental, permitting and related matters, including potential litigation and challenges regarding the same</i>
Brookfield Homes and related companies and ventures	<i>Land use, entitlement, environmental, permitting and related matters, including potential litigation and challenges regarding the same</i>

Lennar Corp/ Lennar Multifamily and related companies and ventures	<i>Land use, entitlement, environmental, permitting and related matters, including potential litigation and challenges regarding the same</i>
Van Daele Homes and related companies and ventures	<i>Land use, entitlement, environmental, permitting and related matters, including potential litigation and challenges regarding the same</i>
Wind Energy Partnership and related companies and ventures	<i>Land use, entitlement, environmental, permitting and related matters, including potential litigation and challenges regarding the same</i>
Bill Adams and related companies and ventures	<i>Land use, entitlement, environmental, permitting and related matters, including potential litigation and challenges regarding the same</i>
Brad Adams and related companies and ventures	<i>Land use, entitlement, environmental, permitting and related matters, including potential litigation and challenges regarding the same</i>
Whitewater Development Corporation and related companies and ventures	<i>Land use, entitlement, environmental, permitting and related matters, including potential litigation and challenges regarding the same</i>
Whitewater Energy Corporation and related companies and ventures	<i>Land use, entitlement, environmental, permitting and related matters, including potential litigation and challenges regarding the same</i>
San Gorgonio Farms, Inc. and related companies and ventures	<i>Land use, entitlement, environmental, permitting and related matters, including potential litigation and challenges regarding the same</i>
Pacific Diversified and related companies and ventures	<i>Land use, entitlement, environmental, permitting and related matters, including potential litigation and challenges regarding</i>

	<i>the same</i>
Centex Homes and related companies and ventures	<i>Land use, entitlement, environmental, permitting and related matters, including potential litigation and challenges regarding the same</i>
Aqua Caliente Band of Cahuilla Indians and related companies and ventures	<i>Land use, entitlement, environmental, permitting and related matters, including potential litigation and challenges regarding the same</i>
Sprint and Sprint-related and corporate entities	<i>Nossaman represents Sprint and Sprint-related and corporate entities in connection with telecommunication facilities within Riverside County, including other telecommunication facilities. Such work includes negotiating site leases and licenses; seeking zoning and other land use approvals, entitlements, variances and permitting; appearing in administrative and regulatory hearing regarding such facilities and sites and litigation matters relating to the foregoing, including, without limitation, appeals relating to denials of zoning and other land use approvals, entitlement, permit and variances and condemnation and inverse condemnation matters relating to such facilities and sites.</i>
T-Mobile and T-Mobile-related and corporate entities	<i>Nossaman represents T-Mobile and T-Mobile-related and corporate entities in connection with telecommunication facilities within Riverside County, including cell phone towers, transmitters and other telecommunication facilities. Such work includes negotiating site leases and licenses; seeking zoning and other land use approvals, entitlements, variances and permitting; appearing in administrative and regulatory hearing regarding such facilities and sites and litigation matters relating to the foregoing, including, without limitation, appeals relating to denials of zoning and other land use approvals,</i>

	<i>entitlement, permit and variances and condemnation and inverse condemnation matters relating to such facilities and sites.</i>



**Sole Source Contract to  
HF&H Consultants**



**Riverside County**  
**Waste Management Department**

*Hans W. Kernkamp, General Manager-Chief Engineer*

**Date:** May 22, 2013

**From:** Hans Kernkamp, General Manager – Chief Engineer      **Dept.** Waste Management

**To:** Board of Supervisors

**Via:** John Farrar, Administrative Assistant

**Subject:** **Sole Source Procurement; Request for Approval to Obtain Consulting Services Related to RFQ for Possible Lease of County Landfills**

The below information is provided in support of my Department requesting approval for a sole source. Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole source.

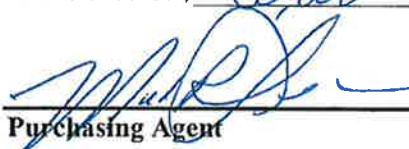
1. **Supply/Service being requested:** Solid Waste Consulting Services Related to RFQ for Possible Lease of County Landfills
2. **Supplier being requested:** HF&H, LLC
3. **Alternative suppliers that can or might be able to provide supply/service:** While there are other qualified consulting firms in the industry, HF&H is uniquely qualified to assist the County since, through a competitively bid RFP, HF&H was awarded the contract to prepare the Solid Waste System Study and the draft RFQ.
4. **Extent of market search conducted:** None
5. **Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:** HF&H has extensive regional knowledge and experience, representing only public agencies in Southern California. Through a competitively bid RFP, HF&H was awarded the contract by Riverside County to study the landfill system, provide an extensive estimated valuation of the County's landfills and prepare a RFQ to seek qualified firms. Coupled with previous work performed for Riverside County in 2006 and in the 1990's, HF&H is knowledgeable and familiar with the Riverside County waste system.
6. **Reasons why my department requires these unique features and what benefit will accrue to the county:** County staff will assist with the analysis of RFQ responses, but HF&H has a unique regional perspective by virtue of their extensive experience working with Southern California jurisdictions on solid waste issues.
7. **Price Reasonableness including purchase price and any ongoing maintenance or ancillary costs from the supplier:** HF&H's hourly rates are comparable with similar consulting firms, and they were previously awarded the Solid Waste System Study contract under a competitive process.
8. **Does moving forward on this product or service further obligate the county to future similar contractual arrangements or any ongoing costs affiliated with this sole source? (Maintenance, support, or upgrades, if so, please explain).** No.

**Period of Performance:** Service time may vary, but total project duration shall not extend beyond June 30, 2014, and cost shall not exceed \$50,000.00.

*(Provide a defined period of performance. Please note multi-year terms require Board approval, unless renewable in one year increments and the Purchasing Agent approves the terms.)*

  
Department Head Signature / Hans W. Kernkamp 5/22/13  
Date

Purchasing Department Comments:

<u>Approve</u>	Approve with Condition/s	Disapprove
Not to exceed: \$ <u>50,000</u> One time <input checked="" type="checkbox"/> Annual Amount through <u>6-30-2014</u>		
 Purchasing Agent	Date	13-501 Approval Number (Reference on Purchasing Documents)

**PROFESSIONAL SERVICE AGREEMENT**

**for**

**RIVERSIDE COUNTY SOLID WASTE FACILITIES**

**between**

**COUNTY OF RIVERSIDE**

**and**

**HF&H CONSULTANTS, LLC**



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This Agreement, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between HF&H Consultants, LLC (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

**1. Description of Services**

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, consisting of one (1) page at the prices stated in Exhibit B, Payment Provisions, consisting of one (1) page.

1.2 CONTRACTOR represents that it has the skills, experience and knowledge necessary to fully and adequately perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

**2. Period of Performance**

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continue in effect to June 30, 2014, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter.

**3. Compensation**

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed fifty thousand dollars (\$50,000), with expenses listed in Exhibit B. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement. All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas of solid system waste study and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

Riverside County Waste Management Department  
Attn: Hans Kernkamp  
14310 Frederick Street  
Moreno Valley, CA 92553

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (WMARC-92551-001-12/13); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

**4. Alteration or Changes to the Agreement**

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

**5. Termination**

5.1. COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice, terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress to endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement and at the rates set forth in Exhibit B.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever



to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

**6. Ownership/Use of Contract Materials and Products**

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY; and may be used by the COUNTY for any purpose COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports or products without prior written authorization of the COUNTY.

**7. Conduct of Contractor**

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

**8. Inspection of Service; Quality Control/Assurance**

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the

CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected, the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

**8.2** CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess or evaluate CONTRACTOR's performance under this Agreement at any time upon reasonable notice to CONTRACTOR.

**9. Independent Contractor**

The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

**10. Subcontract for Work or Services**

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and

personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

**11. Disputes**

**11.1** The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

**11.2** Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

**12. Licensing and Permits**

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

**13. Use By Other Political Entities**

The CONTRACTOR agrees to extend the same pricing, terms and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

**14. Non-Discrimination**

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

**15. Records and Documents**

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following completion of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

**16. Confidentiality**

**16.1** The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

**16.2** The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than

the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

**17. Administration/Contract Liaison**

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

**18. Notices**

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

**COUNTY OF RIVERSIDE**

Executive Office  
Mr. Jay Orr, CEO  
4080 Lemon Street, 4<sup>th</sup> floor  
Riverside, CA 92501

Riverside County Waste Management  
Mr. Hans Kernkamp, General Manager–Chief Engineer  
14310 Frederick Street  
Moreno Valley, CA 92553

Purchasing and Fleet Services  
Mr. Mark Seiler, Assistant Director  
2980 Washington Street  
Riverside, CA 92504

**CONTRACTOR**

HF&H Consultants, LLC.  
Mr. Laith B. Ezzet, Senior Vice President  
19200 Von Karman Avenue, Suite 360  
Irvine, CA 92612

**19. Force Majeure**

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

**20. EDD Reporting Requirements**

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and

RFP#

certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at [www.edd.ca.gov](http://www.edd.ca.gov).

**21. Hold Harmless/Indemnification**

**21.1** CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of CONTRACTOR, its officers, employees, subcontractors, agents or representatives Indemnitors from this Agreement. CONTRACTOR shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

**21.2** With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to Indemnitees as set forth herein. CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

**21.3** The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

**21.4** In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the Indemnitees to the fullest extent allowed by law.

**21.5** CONTRACTOR's indemnification obligations shall also apply to any action or claim regarding actual or alleged intellectual property infringement related to any material or product provided to COUNTY pursuant to this Agreement. In the event of any such action or claim, CONTRACTOR shall provide immediate notice to COUNTY of the action or claim. CONTRACTOR may defend or settle the action or claim as CONTRACTOR deems appropriate; however, CONTRACTOR shall be required to obtain for COUNTY the right to continue to use the material or product (or a similar non-infringing material or product with the same function) on terms identical to those stated in this Agreement.

## **22. Insurance**

**22.1** Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

**22.2 Workers' Compensation:** If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the County of Riverside.

**22.3 Commercial General Liability:** Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined

single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

**22.4 Vehicle Liability:** If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

**22.5 Professional Liability:** Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

**22.6 General Insurance Provisions - All lines:**

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceed \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies



of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. *CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.*

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

**23. General**

**23.1** CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

**23.2** Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

**23.3** In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

**23.4** CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

**23.5** CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims or encumbrances.

**23.6** Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

**23.7** The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

**23.8** CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

**23.9** CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

**23.10** CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

**23.11** This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

**23.12** This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

**COUNTY:**

Board of Supervisors  
County Administration Center  
4080 Lemon Street, 5<sup>th</sup> Floor  
Riverside, CA 92501


Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: Chairman of Board of Supervisors

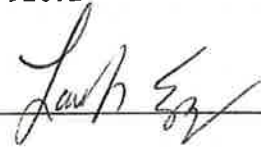
Dated: \_\_\_\_\_

County Counsel Approval:

 \_\_\_\_\_

**CONTRACTOR:**

HF&H Consultants, LLC.  
19200 Von Karman Avenue, Suite 360  
Irvine, CA 92612

Signature:  \_\_\_\_\_

Print Name: Laith Ezzet

Title: Senior Vice-President

Dated: 5/20/2013 \_\_\_\_\_

Clerk of the Board:

\_\_\_\_\_

**EXHIBIT A**  
**REQUIRED SCOPE OF SERVICE**

**1. Background**

On February 26, 2013 the Riverside County Board of Supervisors requested County staff to proceed with development of a Request for Qualifications (RFQ) for lease of the Riverside County landfill system. HF&H was subsequently retained to provide strategic advice and support to the County in connection with development of the RFQ. County staff plans to present the draft RFQ to the Board of Supervisors in early June 2013 and has requested HF&H to assist in the review of the responses.

**2. Scope of Work**

The scope of work may include some or all of the following activities as may be requested by County staff, up to the limit of the available study funding:

- a. Assisting the County respond to proposer inquiries during the pre-proposal period, and attending the pre-proposal meeting.
- b. Reviewing and analyzing the strategic issues contained in the initial written responses to the RFQ submitted by the proposers (HF&H will not evaluate the proposers' general qualifications and experience as we understand County staff does not require assistance with that activity).
- c. Identifying key issues in the proposer responses that should be clarified, and reviewing subsequent written communication received from the proposers.
- d. Clarifying responses by participating in meetings or otherwise communicating with the proposers.
- e. Discussing the responses and related issues with County staff.
- f. Attending meetings.
- g. Reviewing drafts of documents prepared by County staff and providing comments.

**EXHIBIT B**  
**PAYMENT PROVISIONS**

**1. Billing**

- a. The study budget is not-to-exceed \$50,000 without prior written authorization. HF&H will bill the County once per month based on the number of hours worked and out-of-pocket expenses incurred. Hourly rates through December 31, 2013 for our consultants are listed below:

<u>Position</u>	<u>Rate</u>
Senior Vice President	\$255
Director	\$215
Manager	\$189 - \$209
Senior Associate	\$165 - \$185
Associate Analyst	\$125 - \$155
Assistant Analyst	\$95 - \$105
Intern Consultant	\$45

**2. Expenses will be billed as follows:**

- a. Automobile Travel Prevailing IRS mileage rate
- b. Document Reproduction (over 20 pages per run):
  - i. Black & White 15 cents per page
  - ii. Color 75 cents per page
- c. Facsimile No charge
- d. Telephone No charge
- e. Public Conveyances Actual
- f. Postage Actual
- g. Overnight Mail and Couriers Actual

**EXHIBIT C**  
**CONFIDENTIALITY CLAUSE**

CONTRACTOR shall maintain the confidentiality of any and all records and information accessed or processed in accordance with the terms and intent of this Agreement, including protection of names and other identifying information from unauthorized disclosure. CONTRACTOR shall not disclose, except as specifically permitted by this Agreement, or as authorized by the person(s), any oral or written communication, information, or effort of cooperation between COUNTY and CONTRACTOR, or between COUNTY and CONTRACTOR and any other party COUNTY requires CONTRACTOR officers, employees, and agents providing services hereunder to execute an Employment Acknowledgement and Confidentiality Agreement prior to commencing work under this Agreement.

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY**  
**AGREEMENT**

PROJECT NAME \_\_\_\_\_

CONTRACTOR NAME \_\_\_\_\_

CONTRACT NUMBER \_\_\_\_\_

**Oath of Confidentiality**

- a) Neither party shall disclose Confidential Information (as hereinafter defined) of the other party. The receiving party shall use the same degree of care as it uses to protect its own confidential information of like nature, but no less than a reasonable degree of care, to maintain in confidence the confidential information of the disclosing party. The foregoing obligations shall not apply to any information that (1) is at the time of disclosure, or thereafter becomes, part of the public domain through a source other than the receiving party, (2) is subsequently learned from a third party that does not impose an obligation of confidentiality on the receiving party, (3) was known to the receiving at the time of disclosure, (4) is generated independently by the receiving party, or (5) is required to be disclosed by law, subpoena or other process.
- b) For the purpose of the above paragraph, Confidential Information shall mean any information identified by either party as Confidential and/or Proprietary, or which, under all of the circumstances, ought reasonably to be treated as Confidential and/or Proprietary, including this Agreement.

Printed: Laith Ezzei  
Contractor/Employee Name

Signed: Laith Ezzei Date: 5/20/2013  
Contractor/Employee Name

**EXHIBIT D**  
**CONFLICT OF INTEREST**

1. The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

2. The CONTRACTOR and subcontractor shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

3. The CONTRACTOR, subcontractor or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

4. The CONTRACTOR and subcontractor further agree not to:

- a. Solely or jointly with others undertake or consult with any organization of any business activity competitive with the current or anticipated business activities of the COUNTY; and
- b. Directly or indirectly, engage or participate in any other business activities which the COUNTY's reasonable discretion, determines to be in conflict with the best interests of the COUNTY; and
- c. The CONTRACTOR and subcontractor will not be allowed to participate in any RFP, RFI or RFQ for services provided under this Agreement that would give an unfair competitive advantage.

5. The CONTRACTOR, subcontractor and all employees are required to read this information and sign the conflict of interest statement, prior to any services commencing under this Agreement.

Name: Luith Ezzet

Date: 5/20/2013

Signature: 

Company Name: HFBT Consultants