

FORM APPROVED COUNTY COUNSEL
 BY: GREGORY P. PRIAMOS DATE 11/26/14
 Departmental Concurrence

375



**SUBMITTAL TO THE BOARD OF SUPERVISORS
 COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

FROM: Waste Management Department

SUBMITTAL DATE:
 November 24, 2014

SUBJECT: Termination Agreement to the Professional Services Agreement with SCS Energy, 5/5
 [Waste Management Enterprise Funds, \$0]

RECOMMENDED MOTION: That the Board of Supervisors approve the Termination Agreement to the Professional Services Agreement with SCS Energy, and authorize the Chairman to execute it on behalf of the Board.

BACKGROUND:
Summary

In August of 2013, the Board-approved professional services agreement with SCS Energy (SCS) for the operations and maintenance of the landfill gas to energy facility at the Badlands Landfill expired. SCS vacated the facility on November 14, 2013 and negotiations between the Waste Management Department, County Counsel, and SCS Energy ensued related to the condition of the facility and final payment. This Termination Agreement is the result of those discussions and incurs no expense to the Department. (continued)


 Hans Kernkamp
 General Manager-Chief Engineer

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 0	\$ 0	\$ 0	\$ 0	Consent <input type="checkbox"/> Policy <input type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: Budget Adjustment: No
 For Fiscal Year: 14/15

C.E.O. RECOMMENDATION: APPROVE
 BY: 
 Alex Gann
 County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

- A-30
- Positions Added
- 4/5 Vote
- Change Order

Prev. Agn. Ref.: 12.1 (8/31/10),
 12.2 (3/26/13)

District: 5/5

Agenda Number:

COUNTY

12-1

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Termination Agreement to the Professional Services Agreement with SCS Energy to Provide Operations and Maintenance of the Landfill Gas to Energy, 5/5 [Waste Management Enterprise Funds, \$0]
DATE: November 24, 2014
PAGE: 2 of 2

BACKGROUND: (cont.)

The Board awarded another vendor, Power Management Inc. (PMI), an agreement to continue operations and maintenance of the facility on June 17, 2014.

Impact on Citizens and Businesses

The termination of an agreement that clouds the operation of a renewable energy facility results in a more sustainable and healthy community.

SUPPLEMENTAL:

Contract History and Price Reasonableness

The Termination Agreement incurs no cost to the Department and protects the County from future claims from SCS Energy.

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**TERMINATION AGREEMENT
TO
PROFESSIONAL SERVICES AGREEMENT**

This Termination Agreement is made and entered into this _____ day of December 2014, by and between Riverside County Waste Management Department (“COUNTY”) and Stearns, Conrad and Schmidt Consulting Engineers, Inc. d/b/a SCS Energy (“CONTRACTOR”). The parties agree as follows:

1. The parties entered into an Agreement on August 31, 2010 (the “Agreement”), under the terms of which the CONTRACTOR performed services to provide the COUNTY with operations and maintenance of a landfill gas-to-energy facility (“facility”) at the COUNTY’s Badlands Landfill through August 31, 2013. The CONTRACTOR continued to provide services through November 14, 2013,
2. A dispute arose between the parties related to the obligations of the parties at expiration of the term of the Agreement.
3. This Termination Agreement is the result of discussions and negotiations between the parties, and resolves the dispute. The parties agree that this Termination Agreement is not an admission of breach of contract or other wrong doing.
4. In full and final settlement of the dispute, the CONTRACTOR shall pay the COUNTY \$32,895.66 within 30 days of from the date this Termination Agreement is fully executed. The COUNTY shall be entitled to keep all funds still held by the COUNTY related to the Agreement.
5. Upon execution of the mutually agreed terms herein, the Agreement is terminated and each party hereto does unconditionally release, and forever discharge the other party, from any and all claims, damages, costs, liabilities, and demands of any nature whatsoever, arising out of or relating to the Agreement, this Termination Agreement

1 or the project and no further claims shall be brought by either party.

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3 RIVERSIDE COUNTY WASTE
4 MANAGEMENT DEPARTMENT
5 14310 Frederick Street
6 Moreno Valley, CA 92553

SCS Energy
3900 Kilroy Airport Way, Suite 100
Long Beach, CA 90806-6816

7 Dated: 11/25/14

Dated: 11/21/14

8 RECOMMENDED FOR APPROVAL

9 By [Signature]
10 Hans W. Kernkamp
11 General Manager-Chief Engineer

By: [Signature]

Title: SR. VICE PRESIDENT

12 COUNTY OF RIVERSIDE

13 By _____
14 Chairman, Board of Supervisors

15 ATTEST:

16 By _____
17 Kecia Harper-Ihem, Clerk of the Board

18
19
20 FORM APPROVED COUNTY COUNSEL
21 BY: [Signature] DATE 11/24/14
22 NEAL R. KIPNIS