MINUTES OF THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

16-2

1:30 p.m. being the time set for a workshop from Waste Management Department regarding the Adoption of Resolution 2013-115, Authorizing the Issuance of a Request for Qualifications (RFQ) for the Riverside County Solid Waste System Landfills; Receive and File the staff report; Approval of the Award of a Sole Source Contract for Phase 1 of the process to Nossaman LLP; and Approval of Award of a Sole Source Contract to HF&H Consultants, LLC.

Hans Kernkamp, General Manager, Waste Management Department, presented the matter and gave a PowerPoint presentation.

The following people spoke in opposition:

Art Fuentes
Maria Flynn

On motion of Supervisor Tavaglione, seconded by Supervisor Benoit and duly carried, IT WAS ORDERED to Discontinue all efforts to sell, lease or otherwise privatize the County's Solid Waste System and; Direct the Waste Management Department and the Executive Office to identify Enterprise Fund Reserves available to the General Fund and; Use Revenue Streams Derived from the Importation of Trash and Landfill "Rent" to Securitize a $40 million to $60 million fund for the Purpose of Capital Improvements to the County's Jail System.

Roll Call:

Ayes:	Jeffries, Tavaglione and Benoit
Nays:	Stone
Absent:	None
Abstain:	Ashley

I hereby certify that the foregoing is a full true, and correct copy of an order made and entered on July 2, 2013 of Supervisors Minutes.

WITNESS my hand and the seal of the Board of Supervisors
Dated: July 2, 2013
Kecia Harper-Ihem, Clerk of the Board of Supervisors, in
(seal) and for the County of Riverside, State of California.

By: _____ Deputy

AGENDA NO.
16-2

xc: Waste, EO

129

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

FROM: Waste Management Department

SUBMITTAL DATE: June 20, 2013

SUBJECT: Adopt Resolution No. 2013-115, Authorizing the Issuance of a Request for Qualifications (RFQ) for the Riverside County Solid Waste System Landfills

RECOMMENDED MOTION: That the Board:

1. Adopt Resolution No. 2013-115, authorizing the issuance of a Request for Qualifications (RFQ) in connection with the possible lease of the Riverside County Solid Waste System Landfills; declaring its intention to consider the lease of such solid waste assets and setting a time for a meeting to receive responses; making certain findings; and
2. Receive and file the attached staff report addressing suggested Board amendments to the draft RFQ (as directed during item 1.0 of the June 3, 2013 Board meeting); and
3. Approve award of a sole source contract for Phase 1 of the process (RFQ) to Nossaman LLP for legal services in the amount of $200,000 (plus expenses) as special outside counsel (overall legal costs to consummate any final transaction are estimated at $1.5-2.0 million); approve the waiver of potential conflict of interest (as stated in the Agreement); authorize the Purchasing Agent to approve amendments that do not change the substantive terms of the agreement as approved by County Counsel; and authorize the Chairman to sign the Agreement; and
4. Approve award of a sole source contract to HF&H Consultants, LLC in the amount of $50,000 to assist with the RFQ and authorize the Purchasing Agent to sign the Agreement.

(continued)

Hans Kernkamp, General Manager-Chief Engineer

FORM APPROVED COUNTY COUNSEL
BY: NEAL R. KIPNIS DATE 6/11/13

Departmental Concurrence

FINANCIAL DATA				
	Current F.Y. Total Cost:	$250,000	In Current Year Budget:	No
	Current F.Y. Net County Cost:	$ 0	Budget Adjustment:	No
	Annual Net County Cost:	$ NA	For Fiscal Year:	FY12/13

SOURCE OF FUNDS:

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☒

C.E.O. RECOMMENDATION: APPROVE

BY: Alex Gann

County Executive Office Signature

☒ Policy ☒ Policy
☐ Consent ☐ Consent

Dep't Recomm.: Per Exec. Ofc.:

2013 JUN 25 AM 8:51
RECEIVED RIVERSIDE COUNTY

Prev. Agn. Ref.: 16.2 (2/16/13); 1.0 (6/3/13) | **District:** All | **Agenda Number:** 16-2

RECEIVED RIVERSIDE COUNTY
CLERK / BOARD OF SUPERVISORS

2013 JUN 26 AM 8:21

RCED JUN20'13 PM 2:27

BACKGROUND: On June 3, 2013, the Board directed staff to respond to proposed amendments to the draft Request for Qualifications (RFQ) and return to the Board on July 2, 2013. In addition, the Board requested that staff transmit the draft Resolution to the Cities within Riverside County to solicit their feedback. On June 5, 2013, the draft Resolution was transmitted to all cities within Riverside County. Staff's report is included as Attachment A. The transmittal letter to the Cities is included as Attachment B. As of the date of preparation of this Form 11, staff was contacted by the City of Riverside, who expressed concerns regarding potential future rate increases and impacts to the current per ton funding stream the city receives through participation in the joint City-County Abandoned Vehicle Abatement Authority. In addition, staff is planning to meet with the City Manager groups for both WRCOG and CVAG in near future.

Previous Board direction to appraise active, inactive and closed landfills for a General Fund return on investment/lease is also ongoing. On June 18 and 19, 2013, a contract appraiser visited twenty landfills in the field that would qualify under a lease scenario. On June 24, 2013, the contract appraiser requested a large amount of detailed information from staff, which is being prepared. It is anticipated that the final appraisal report is still on schedule for a July 26, 2013 delivery date, and staff will report back to the Board soon thereafter.

Should the Resolution and RFQ be approved today, County Counsel and the Executive Office recommend that experienced special outside counsel be retained for this sensitive and complex process. Corey Boock of Nossaman LLP is the only attorney in California who has guided a county through this type of highly complex landfills transaction. He organized and led similar processes for San Diego and Sonoma counties, the only counties which have undertaken such an effort. Nossaman regularly works for a number of large public agencies in Southern California. Mr. Boock's specialty is acting as outside counsel for public agencies on infrastructure-type projects throughout the country, including the Riverside County Transportation Commission (RCTC) locally. The County does not have the legal expertise or resources necessary to carry out this type of transaction. If this project moves forward, the Nossaman firm does have this expertise and the necessary resources and would be a critical part of the County's team. Price reasonableness: The rates for Mr. Boock and the other Nossaman attorneys who would be involved, including required real estate attorneys, are comparable to rates of other attorneys who work on highly complex large transactions, including the work Nossaman does for RCTC.

Counsel has advised that under Government Code 25515, et seq (which governs here) there are multiple statutory and procedural requirements that have to occur in connection with the RFQ and the general process (e.g., the advertising and the surplus land process). The first step in the process is for the Board to adopt a resolution declaring its intent. The surplus land process need not be done to issue the RFQ, but needs to be done relatively early in the process and requires compliance with the Government Code surplus process which includes offering the facilities for low income housing, parks, schools etc.

HF&H has extensive regional knowledge and experience, representing only public agencies in Southern California. Through a previously 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 an 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. 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. Price Reasonableness: 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.

The Project (issuance of RFQ) has been reviewed and determined to be exempt from CEQA under CEQA Guidelines Section 15061(b)(3) and 15306, Class 6 – Information Collection. The issuance of the RFQ is for information gathering purposes only. Furthermore, it can be seen with certainty that there is no possibility that issuing the RFQ would have a significant effect on the environment; therefore, the activity is not subject to CEQA.

Upon approval of today's items, the direct costs for outside consultants to date with the system study endeavor will be $593,844.

ATTACHMENT A

Staff Comments on RFQ Discussion and Suggested Amendments

During the June 3, 2013 landfill lease RFQ workshop, the Board proposed several amendments to the RFQ and directed staff to bring back a report for further discussion. Following today's discussion, staff will revise the draft RFQ subsequent to further Board direction. The following summarizes staff's comments (Board comments are summarized in *italics* with staff responses below each item):

Can the restricted enterprise funds for closure, post-closure and remediation liability be made available to the general fund if a private entity leases the landfills and indemnifies the County?

Yes, provided the appropriate regulatory agencies approve the alternative financial assurances offered by the private sector. However, the Board would have to carefully consider the impacts of such an arrangement, since under a lease scenario the County, as owner, would likely retain some level of liability even during the term of the lease. In addition, at the end of the lease term (or sooner, if terminated early), all liability and responsibility would return to the County, requiring the County to financially assure for those liabilities.

Is there an unfunded liability associated with the enterprise fund?

Yes, staff's engineering liability estimate of 38 active, inactive, closed landfills either owned or operated by the County is approximately $146 million, with reserves of $90 million, leaving an approximate $56 million unfunded liability. Should the Board proceed with this process, staff recommends that an outside consultant that specializes in landfill liabilities be hired to confirm staff's estimates (which are based on in-house costs which in staff's judgment are significantly lower than third-party costs). For comparison purposes, a similar analysis was conducted in Sonoma County, where an outside consultant determined that Sonoma County's 7 inactive landfills have a long term liability of $90 million.

The suggested term of the lease needs to be 25 years or the life of the site, not limited to 10 years.

Staff has removed any reference to a specific lease term in the draft RFQ and is asking proposers to suggest a term. It was originally included so that a comparison between the proposers non-binding monetary offer could be more easily determined. It should be noted that a longer lease term will exceed the current expected permitted life of the County's regional landfills (estimated to be 10-11 years based on current tonnage projections). When the lease term exceeds permitted capacity, several complicating factors are introduced into the process, and the County will need to ensure that:

1. Proposers will continue to expand County landfills as necessary to ensure long-term in-county capacity, access and service levels.
2. Proposers reasonably estimate and include future capital construction costs in their proposals.
3. Proposers create an ongoing funding mechanism (as the Enterprise Fund currently does) for capital intensive future landfill expansions.
4. Proposers initiate the multi-year permitting process and required environmental and geotechnical studies well prior to exhausting capacity.

These issues become particularly complex toward the end of the lease term when the selected proposer will not want to invest in any future capacity that exceeds the term of the lease, but the County might need that investment to ensure capacity is available in a timely manner after the lease term. Extending the lease term at that point places the County in a considerably less favorable negotiating position.

Staff does not recommend a "life of the site" lease, as the potential capacity of the County's landfills is estimated to be more than 100 years. Staff's experience indicates that it becomes increasingly difficult for both parties to serve their interests in such a long-term agreement, particularly in the dynamic and heavily regulated solid waste industry.

The scope of the RFQ is too limiting; It would be hard for a private entity to find any benefits to the County by staying with the status quo (i.e., same hours of operation; freezing the rates).

Staff believes that a "status quo comparison" is essential at this stage of the process so the Board can accurately quantify the value of any proposal and puts the Board in the best negotiating position. Not limiting rates and reducing service levels may be financially advantageous to a private entity, but will likely negatively impact the landfill customers and rate-payers. Regardless, the draft RFQ does not limit proposers from providing input as to which lease terms would drive value up or down for the County.

The requirement for the proposers to submit a monetary bid should be eliminated. It is not necessary at this stage and doesn't mean anything.

Board direction to staff on February 26, 2013 was to prepare a RFQ to "quantify the revenue that could be generated for the general fund use versus money going into an enterprise fund". A monetary bid, although non-binding, is essential to perform this task. Even though non-binding, when armed with this information, **the Board will be in a much stronger negotiating position** during subsequent stages in the process. It is clear in the draft RFQ that the monetary bid will not be used for purposes of shortlisting.

Also, without some idea of how much new revenue a potential lease arrangement could generate for the General Fund, the Board will have no information upon which to make a decision whether to proceed or not with the RFP phase. Based on outside counsel's experience and staff's research, it is anticipated that the RFP process will cost $3M-$5M in outside consulting services and staff time. It would be prudent for the Board to have some reliable sense of potential value before embarking on this significant effort.

The current county employees should be treated fairly. They should know which union they would be a part of in a transaction.

The draft RFQ addresses this concept in Section 1.3 G and requests this information under section 4.7.

ATTACHMENT B

Riverside County
Waste Management Department

Hans W. Kernkamp, General Manager-Chief Engineer

SAME LETTER SENT TO ALL CITY MANAGERS

June 5, 2013

Randy Anstine, City Manager
City of Calimesa
980 Park Avenue
Calimesa, CA 92320

RE: Riverside County Landfill Privatization - Update

Dear Mr. Anstine:

As you may be aware, the Riverside County Board of Supervisors (Board) is considering privatizing all Riverside County owned and/or operated active, inactive and closed landfills.

On June 3, 2013, this effort reached a significant milestone when the Board met to discuss the enclosed draft Resolution. The Board voted to continue the item for more discussion at a subsequent meeting on July 2, 2013, and requested additional information from staff. City input and related suggestions/concerns are a key component of this divestiture process, as the incorporated communities represent approximately 75% of the waste stream delivered to County owned, operated or contractually managed landfills.

I plan on meeting with WRCOG and CVAG city manager advisory committees in the coming month(s), but would welcome your input at any time, particularly prior to the upcoming July 2, 2013, Board meeting. I believe the best way to convey a summary of the process to date is to refer you to the County Clerk of the Board's website for the staff report at: http://rivcocob.org/agenda/2013/06_03_13/01-00.pdf. In essence, the County is considering releasing a Request for Qualifications (RFQ) to a short-list of proposers for a potential long-term lease of the landfills in exchange for a lump-sum and ongoing royalty payment to assist with public safety improvements (such as a new jail). Significant RFQ scope items, such as the ability of a private operator to increase rates, reduce operating hours, and supplant cash reserves with bonds, are all under consideration.

If you would like to discuss or meet individually, please call me at (951) 486-3232.

Sincerely,

Hans Kernkamp
General Manager-Chief Engineer

HWK/JRM:jrm

Enclosure: Draft Resolution 2013-115

PD#138020

Resolution No. 2013-115
Authorizing Issuance of RFQ for
Riverside County Solid Waste System Landfills

Board of Supervisors **County of Riverside**

RESOLUTION NO. 2013-115

A RESOLUTION OF THE COUNTY OF RIVERSIDE, CALIFORNIA AUTHORIZING ISSUANCE OF A REQUEST FOR QUALIFICATIONS IN CONNECTION WITH THE POSSIBLE LEASE INVOLVING SIX LANDFILLS AND OTHER SOLID WASTE ASSETS; DECLARING ITS INTENTION TO CONSIDER PROPOSALS FOR THE LEASE OF SUCH SOLID WASTE ASSETS AND SETTING A TIME FOR A MEETING TO RECEIVE PROPOSALS; MAKING CERTAIN FINDINGS; GIVING DIRECTION TO STAFF; AND AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION.

WHEREAS, the County of Riverside currently owns and/or operates and maintains the active and closed/inactive landfills described on Attachment A (the landfill and such other related solid waste system assets are collectively referred to herein as the "Solid Waste Assets"); and

WHEREAS, the Solid Waste Assets, and the sites thereof, are intended for development as commercial/industrial solid waste facilities;

WHEREAS, the County is authorized to undertake the lease, sale, development and/or operation of the Solid Waste Assets pursuant to Government Code sections 25515 through 25515.5; and

WHEREAS, the Board of Supervisors at its regular meeting on July 2, 2013 directed staff to initiate a competitive procurement process for the lease of the Solid Waste Assets as is authorized pursuant to Government Code sections 25515 through 25515.5; and

WHEREAS, it is anticipated that the completion of the procurement process for a potential transaction involving the Solid Waste Assets will involve: (i) issuance of a request for qualifications ("RFQ"); (ii) short-listing of the best qualified proposers; (iii) industry review

FORM APPROVED COUNTY COUNSEL
BY NEAL R. KIPNIS DATE 6/19/13

process with the short-listed proposers; (iv) issuance of a request for proposals ("RFP"); (v) submittal of proposals; (vi) evaluation of proposals; (vii) environmental review and (viii) final contract negotiations (hereinafter collectively referred to as the "Procurement Process"); and

WHEREAS, an RFQ has been prepared for the Board's consideration and is the initial step of the Procurement Process; and

WHEREAS, the RFQ sets out the County's preliminary goals for the Procurement Process as follows: (i) Continue to provide reasonable disposal rates to the citizens of Riverside County; (ii) Continue to provide long-term rate stability to the citizens of Riverside County; (iii) Maximize the monetary return for a transaction involving the Solid Waste Assets; (iv) Reduce or eliminate the County's exposure for past, current and future environmental, operational and closure/post-closure liabilities related to the Solid Waste Assets; (v) Provide a location for solid waste disposal of the County's municipal solid waste stream while preserving the current rate structure, subject to indexed (e.g., CPI) escalation; (vi) Lease as is authorized pursuant to Government Code sections 25515 through 25515.5, through the Procurement Process, all of the Solid Waste Assets; (vii) Provide for an ongoing revenue stream to the County in connection with the Solid Waste Assets; and (viii) Assure that the Solid Waste Assets be operated in the future in an environmentally sound and safe manner consistent with applicable law and regulations; and

WHEREAS, responses received to the RFQ will assist the County in determining whether a transaction involving the Solid Waste Assets is feasible and consistent with the County's goals.

NOW THEREFORE BE IT RESOLVED THAT THIS BOARD OF SUPERVISORS FINDS, DETERMINES, DECLARES AND ORDERS AS FOLLOWS:

1 TRUTH OF RECITALS. The foregoing recitations are true and correct.

2. ISSUANCE OF RFQ. Staff shall release the RFQ by July 3, 2013 and shall post a copy of the RFQ on the Riverside County Purchasing website. Statements of Qualifications in

response to the RFQ shall be due on or before 2:00 p.m. on August 26, 2013, or at a later date as may be established by the issuance of an addendum to the RFQ.

3. CALIFORNIA ENVIRONMENTAL QUALITY ACT ("CEQA"). The issuance of the RFQ does not commit the County to a particular course of action, but rather is a process that will help the County determine whether a transaction involving the Solid Waste Assets is feasible given the County goals articulated above. Thus, the issuance of the RFQ does not constitute a "project" under CEQA and is excluded from the requirements of CEQA pursuant to Sections 15004, 15262 and 15352 of Title 14 of the California Code of Regulations. The Board hereby directs staff to post a notice of exemption. In the event the County determines that a transaction involving the Solid Waste Assets is feasible and the structure for such transaction has been further defined, the County will undertake all necessary environmental review of the proposed project.

4. DECLARATION OF INTENT TO ACCEPT PROPOSALS. Pursuant to Government Code section 25515.2, the Board declares its intention to consider proposals for the lease of the Solid Waste Assets, and its intention that the Solid Waste Assets continue to be used in connection with commercial and industrial development, namely as solid waste facilities. Government Code Section 25515.2(f) requires that the resolution for declaring the Board's intent to accept proposals "shall fix a time not less than 60 days thereafter for a public meeting of the Board of Supervisors to be held at its regular place of meeting, at which meeting the Board of Supervisors shall receive all plans or proposals submitted." In compliance with such requirement, the Board hereby tentatively sets January 7, 2015 at 2:00 p.m. as the date the Board shall receive any plans or proposals submitted in accordance with the procedures set forth in the RFP stage of the Procurement Process. The Clerk of the Board is hereby authorized to publicly notice a change in the public hearing date for receiving proposals should the tentative date of January 7, 2015 needs to be changed.

5. OTHER ACTIONS AUTHORIZED. The officers and employees of the County shall take all action necessary or reasonably required to carry out, give effect to and consummate the transactions contemplated hereby and to take all action necessary in conformity herewith.

6. RESERVATION OF RIGHTS. The Board reserves all rights available to it under applicable law, including without limitation, with or without cause and with or without notice, the right to modify or discontinue the Procurement Process at any time.

7. SEVERABILITY. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

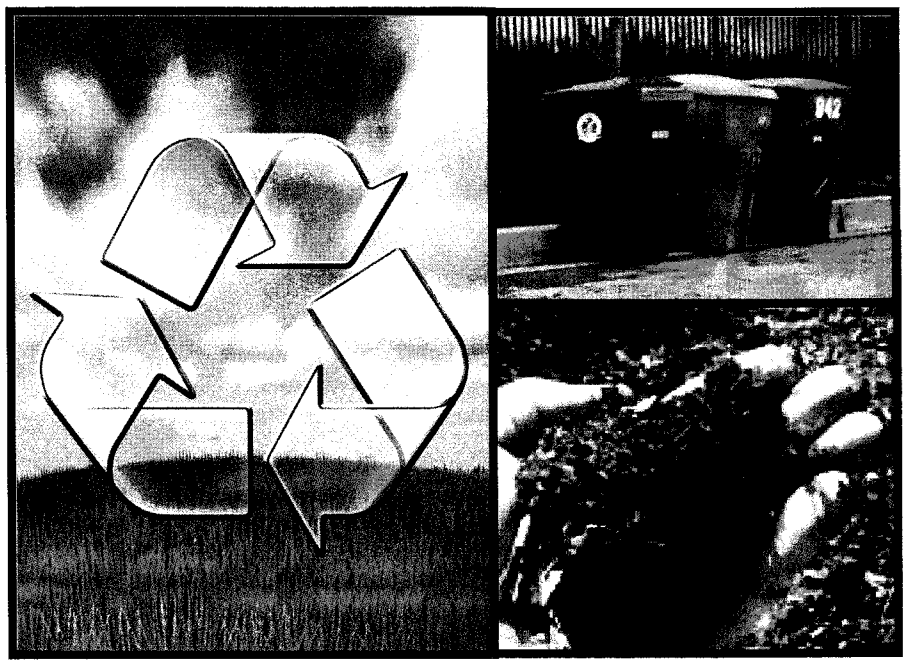
8. EFFECTIVE DATE. This Resolution shall be effective immediately upon its approval and adoption.

ATTACHMENT A

NAME	ACREAGE	DATE OPENED	DATE CLOSED	LONGITUDE	LATITUDE
ANZA SANITARY LANDFILL	52.25	1955	1999	-116.6257824	33.53692407
BADLANDS SANITARY LANDFILL	1,168.32	1966	Open	-117.112173	33.94959505
BEAUMONT DISPOSAL SITE	10.68	1962	1970	-116.9979177	33.92914106
BELLTOWN DISPOSAL SITE	14.11	1956	1964	-117.3891723	34.01172901
BLYTHE SANITARY LANDFILL	334.80	1958	Open	-114.6227213	33.70173331
BUNDY CANYON DISPOSAL SITE	83.88	Unknown	1953	-117.2607159	33.62993367
CATHEDRAL CITY DISPOSAL SITE	67.04	1955	1967	-116.4377217	33.83243365
COACHELLA SANITARY LANDFILL	642.72	1972	1997	-116.1380135	33.72215729
CORONA SANITARY LANDFILL	76.86	1951	1986	-117.5357156	33.86366807
CRESTMORE DISPOSAL SITE	5.37	1965	1972	-117.3846499	34.01333592
DESERT CENTER SANITARY LANDFILL	161.77	1972	Open	-115.4075119	33.77607218
DESERT HOT SPRINGS DISPOSAL SITE	191.85	1955	1968	-116.4459805	33.95005064
DOUBLE BUTTE SANITARY LANDFILL	577.94	1973	1994	-117.1097561	33.72143586
EAST COUNTY LINE DISPOSAL SITE	46.21	1956	1965	-117.4995866	34.02868142
EDOM HILL SANITARY LANDFILL	435.20	1967	2004	-116.4343798	33.87981833
ELSINORE SANITARY LANDFILL	45.07	1953	1986	-117.3066308	33.67466811
HEMET SANITARY LANDFILL	88.66	1958	1972	-117.0369433	33.77673466
HIGHGROVE SANITARY LANDFILL	178.17	1947	1998	-117.2833494	34.00384889
HOMELAND DISPOSAL SITE	8.40	1948	1966	-117.1202159	33.74864714
IDYLLWILD DISPOSAL SITE	26.05	1967	1986	-116.7179164	33.72496505
INDIO (DA #18) DISPOSAL SITE	10.11	1953	1960	-116.2014125	33.72008364
LAKEVIEW DISPOSAL SITE	7.51	1951	1971	-117.1218084	33.84433969
LAMB CANYON SANITARY LANDFILL	1,189.07	1970	Open	-117.00138	33.88318419
MEAD VALLEY SANITARY LANDFILL	237.75	1974	1997	-117.2851471	33.79733224
MECCA 1 DISPOSAL SITE	20.09	1950	1982	-116.0800333	33.53012352
MECCA 2 SANITARY LANDFILL	80.13	1982	Open	-116.0043719	33.57147869
MENIFEE DISPOSAL SITE	19.14	1948	1973	-117.1561313	33.70958821
MIRA LOMA DISPOSAL SITE	7.79	1947	1956	-117.5074225	34.02240286
OASIS SANITARY LANDFILL	156.18	1972	Open	-116.0830135	33.43702597
OLD COACHELLA DISPOSAL SITE	17.16	1954	1960	-116.1503471	33.67033941
OLD EAGLE MOUNTAIN DISPOSAL SITE	32.92	1972	1976	-115.4753256	33.84210352
OLD IDYLLWILD BURN SITE	4.04	1950	1967	-116.7228245	33.72035547
PEDLEY DISPOSAL SITE	19.60	1932	1958	-117.4648814	33.96090135
PINON FLATS DISPOSAL SITE	0.53	Unknown	1973	-116.4507436	33.57913195
TEMECULA DISPOSAL SITE	3.63	1955	1971	-117.1294727	33.46113855
THERMAL DISPOSAL SITE	29.28	1948	1972	-116.1362209	33.61838906
VALLE VISTA DISPOSAL SITE	26.06	1956	1957	-116.8943505	33.76279281
WEST RIVERSIDE SANITARY LANDFILL	72.51	1965	1983	-117.3868393	34.00693828

DRAFT - July 2, 2013

County of Riverside Request for Qualifications (RFQ) for the Lease of Solid Waste System Landfills



This document is printed on 100% post consumer content recycled paper

This page is intentionally blank.

GENERAL INFORMATION

Through the issuance of this Request for Qualifications ("RFQ"), the County of Riverside, California is seeking Statements of Qualifications ("SOQ") from private entities ("Proposers") interested in leasing the County's solid waste system landfills.

This RFQ is issued pursuant to California Government Code Section 25115 et. seq.

Among other things, the SOQs shall include (1) a description of the Proposer's business organization and qualifications and (2) a statement of interest to lease the County's waste management assets, as described in Sections 4 and 5 respectively.

Copies of this RFQ may be obtained in person or by written request from:

Mr. Mark Seiler
Assistant Director
Riverside County Purchasing Department
2980 Washington Street
Riverside, California 92504
E-mail: MSeiler@co.riverside.ca.us
Telephone: (951) 955-4937 Facsimile: (951) 955-4946

All questions regarding the RFQ must be submitted in writing to Mr. Seiler, as identified above.

Prospective Proposers shall not contact other members of the County of Riverside management, staff, consultants or members of the Board of Supervisors in connection with this RFQ or any SOQ prepared in response thereto or submit questions orally. Unauthorized contact may result in disqualification.

Opportunity

The County desires to maximize the value of its solid waste system assets, to transfer obligations and liabilities of the system to a private party and other goals as detailed in Section 1.2. In order to achieve these goals, the County is interested in a lease of all active and inactive/closed landfills owned or operated by the County and the transfer of all associated past and future liabilities for the solid waste system (both known and unknown).

Non-Mandatory Pre-Submittal Meeting

All prospective Proposers must attend a non-mandatory pre-submittal meeting on July 11, 2013 at 10:00 AM at 14310 Frederick Street, Moreno Valley, CA 92553. Proposers must R.S.V.P. by fax or e-mail to Mr. Seiler, at least two days prior to the meeting. Although this meeting is not mandatory, Proposers are encouraged to attend.

SOQ Submittal

All SOQs must be received by 2:00 p.m. on August 26, 2013. SOQs received after this time and date may be rejected. Postmarks will not be accepted as proof of receipt. Proposers should mail, courier or hand deliver SOQ packages to:

Mr. Mark Seiler
Assistant Director
Riverside County Purchasing Department
2980 Washington Street
Riverside, California 92504
E-mail: MSeiler@co.riverside.ca.us
Telephone: (951) 955-4937 Facsimile: (951) 955-4946

Register to Receive Future Correspondence and Announcements

If a Proposer is interested in receiving future correspondence or announcements related to this RFQ process, please contact Mr. Mark Seiler (at the fax number and e-mail address above) and request that your name be placed on the list of interested parties. If a Proposer does not register as an interested party by July 11, 2013, future correspondence or announcements related to this RFQ may not be transmitted to such Proposer.

TABLE OF CONTENTS

SECTION 1: INTRODUCTION 1

1.1 Purpose of RFQ 2
1.2 County Goals 2
1.3 Summary of Conditions and Limitations 3
A. Lease of Landfills 3
B. Modification of Permits 3
C. Scope of Transaction/Services 4
D. Terms of Agreement 4
E. Payments to County 5
F. Payments to the Successful Proposer 5
G. Employment of County Staff 5
H. Closure, Post-Closure and Corrective Action Arrangements 5
I. Performance Standards 6
J. Third Party Contractors 6

SECTION 2: RFQ CONDITIONS AND SUBMITTAL PROCESS 7

2.1 Description of the Overall Process 7
2.2 SOQ Submittal Process 7
Step One – Register for Correspondence, RFQ, and Announcements 8
Step Two – Submission of Written Questions 8
Step Three – Pre-Submittal Meeting 8
Step Four – SOQ Submittal 9
Step Five – Clarification of SOQ Information 9
2.3 Schedule 9
2.4 Required SOQ Information 10

SECTION 3: SOQ OUTLINE 11

SECTION 4: PROPOSER AND PERSONNEL DESCRIPTION 12

4.1 SOQ Letter (Form A) 12
4.2 Executive Summary 12
4.3 Business Structure 12
4.5 Key Staff and Their Qualifications 13
4.6 Past Performance Record 14
4.7 Labor Agreement and Wages 15
4.8 Proposer's Financial Ability 15
4.9 Form B 18
4.10 Anti-Collusion Affidavit 18
4.10 Confidential Contents Index 18

SECTION 5: PROPOSER APPROACH 20

5.1 Expression of Interest 20
5.2 Technical Approach and Regulatory Issues 20
5.3 Non-Binding Economic Value Indication 20

5.4 Conditions or Limitations on Valuation 21
5.5 Summary of Suggested Conditions to Closing Transaction 22
5.6 Summary of Suggested Key Terms/Modifications 22
5.7 Description of Financing Plan 22

SECTION 6: EVALUATION PROCESS AND CRITERIA 23

6.1 Responsiveness 23
6.2 Pass/Fail Review 23
6.3 Qualifications Evaluation Criteria and Weighting 23
6.4 SOQ Evaluation Procedure 24
6.5 RFP Procedure and Evaluation 25

SECTION 7: PUBLIC INFORMATION, ORGANIZATIONAL CONFLICTS, PROTESTS AND RESERVED RIGHTS 26

7.1 Public Records Act 26
7.2 Protest Procedures 26
7.3 Rights Reserved by the County 28

The following Exhibits and Attachments are available online at:
http://www.rivcowm.org/opencms/PublicNotices/index.html#system.

EXHIBITS

Exhibit 1 - Landfilled Tonnage Report for All Sites – Fiscal Year 2011-2012
Exhibit 2 - Solid Waste Disposal Sites (List and Map)
Exhibit 3 - SOQ Transmittal Letter (Form A)
Exhibit 4 - Information Regarding Proposer, Equity Members and Other Non-Equity Members (Form B)
Exhibit 5 - Anti-Collusion Affidavit (Form C)

ATTACHMENTS

1) Master Leases for Transfer Stations and Agreement for Disposal of Solid Waste:

(1) Edom Hill Transfer Station – Burrtec Waste Industries, Inc. ("Burrtec")

(2) Coachella Valley Transfer Station - Burrtec

(3) Robert A. Nelson Transfer Station - Agua Mansa MRF, LLC (Burrtec)

(4) Idyllwild & Pinyon Flats Transfer Station and Operations Agreement - Waste Management of Inland Empire ("WM")

(5) Anza Collection Center - WM

2) Agreement for Disposal of Waste – Other Transfer Stations

(1) Moreno Valley Transfer Station – WM

(2) Perris Transfer/Material Recovery Facility – CR&R

(3) East Valley Transfer Station - Burrtec

3) Operating costs of County solid waste system – FY 12/13 adopted budget

4) HF&H Solid Waste System Study Report

5) Listing of heavy equipment offered for sale

6) Trip count (traffic) by vehicle type for each active landfill

7) Copies of Permits for County landfills (SWFP, WDRs, SCAQMD, etc)

8) As- built drawings by landfill

9) Fill sequencing for Badlands and Lamb Canyon landfills (conceptual)

10) Inactive site inspection logs

11) Liner – construction drawings and specifications for each landfill

12) Most recent JTD by landfill

13) Employee labor agreements

14) Riverside County Waste Management Department – Organization Chart

15) CEQA Documents for each landfill

16) Copies of any contract with outside firms for services, such as the power purchase agreement with Southern California Edison and landfill gas operations and maintenance agreement with SCS Energy, Leases with Model Flyer Clubs, etc.

17) Groundwater Monitoring Reports

18) Air/Gas Monitoring Reports

19) Closure plans by landfill

20) GASB 2012

SECTION 1: INTRODUCTION

On February 26, 2013, the Riverside County Board of Supervisors directed staff to issue an RFQ for the lease of the County's solid waste system with the following primary goals:

1) The lease transaction must include all active, inactive and closed landfills owned, operated, monitored, or maintained by the County;

2) The lease transaction must convey all liabilities for active, inactive and closed landfills either owned, operated, monitored, or maintained by the County;

3) The existing rate structure (gate fee rate) must be maintained (only annual Consumer Price Index adjustments allowed) for a period of 10 years;

4) All existing levels of service shall be maintained or exceeded (for example, all existing landfill days and hours of operation at a minimum must be maintained).

The County of Riverside, California (the "County") either owns, operates and/or maintains six (6) active landfills and thirty-two (32) inactive/closed landfills (individually, a "Landfill" and collectively, "Landfills"). A more detailed description of most of the Landfills is provided in each landfill's respective permit document and Joint Technical Document (JTD). The County is considering leasing its Landfills and transferring certain rights, operations, obligations and liabilities to a private entity ("Transaction").

The County's active Landfills are Class III landfills. The County received approximately 1 million tons of in-County municipal solid waste for disposal at the Landfills in FY 2011/12 and recently entered into a month-to-month agreement with Burrtec Waste to import up to 400 tons per day from the City of San Bernardino's East Valley Transfer Station (Exhibit 1). The current permitted capacity results in a projected closure date of active Landfills in 2025; however, the currently active Landfills have potential for expansion. The two (2) primary landfills, Badlands and Lamb Canyon, are centrally located in unincorporated areas of Riverside County near the cities of Moreno Valley and Beaumont, respectively. The other active landfills are smaller and located in less developed areas of Riverside County. The active landfills are shown in Table 1.

Table 1: Listing of Six Active Permitted Landfills in Riverside California – Owned/Operated by the County

Name	Location (adjacent to the city of)	Max. Permitted Tons per Day	Average Tons per Day (FY 11/12)	Max. Permitted Capacity (Cubic Yards)	Capacity in Tons	Remaining Capacity in Tons (2)
Badlands Sanitary Landfill	Moreno Valley	4,000	1,723	33,561,000	17,619,521	8,194,304
Lamb Canyon Sanitary Landfill	Beaumont	5,000	1,663	33,041,000	15,646,000	7,862,283
Blythe Sanitary Landfill	Blythe	400	77	6,034,000	1,942,858	1,272,450
Oasis Sanitary Landfill	Oasis	400	10	1,484,000	247,411	67,545
Mecca II Landfill	Mecca	400	2	372,000	229,427	1,327
Desert Center Landfill	Desert Center	60	18	117,000	58,351	17,821

(1) Per Solid Waste Facility Permit

The thirty-two (32) closed and/or inactive Landfills are shown and listed on Exhibit 2.

The El Sobrante Landfill, also located in the County, is the largest landfill in the County with 39% of the County disposal tonnage in FY 11/12. Waste Management, Inc. owns the El Sobrante Landfill. The County operates the gate, scalehouse and performs the load check function.

1.1 Purpose of RFQ

In accordance with the direction provided by the Riverside County Board of Supervisors, the County, through issuance of this RFQ, is seeking Statements of Qualifications ("SOQs"), from private entities ("Proposers") for:

- The lease of the Landfills, including regulatory compliance, and closure/post-closure maintenance and monitoring of the Landfills (including financial assurances, and community cleanup fee waivers;
- Management, installation, testing, monitoring, and corrective actions related to the landfill gas collection systems at the Landfills as needed to comply with regulatory requirements and contractual requirements;
- Management, installation, testing, monitoring, and corrective actions related to the landfill leachate collection system at the Landfills as needed to comply with regulatory requirements;
- Acceptance of municipal solid waste generated inside and outside the County, including from cities and unincorporated areas;

The County would continue with scalehouse operations, including the collection, accounting, and remittance of fees and taxes to the County & State imposed on waste or other materials delivered to the Landfills, jurisdictional reporting and load check operations, illegal dumping retrieval operations county-wide and continue operation of the permanent Household Hazardous Waste ("HHW") collection facilities and the HHW collection events.

The description above is subject to modification by the County, in its sole discretion. Details concerning the nature of the Transaction, the assets included and the scope of the rights, obligations and liabilities relating to the potential Transaction shall be set forth in the RFP process as outlined in Section 2.

This RFQ is issued pursuant to California Government Code Section 25115 et. seq.

1.2 County Goals

The goals of the County in connection with the Transaction include the following:

- Continue to maintain the existing disposal rate structure.
- Continue to provide long term rate stability to the citizens of Riverside County.
- Provide a one-time lump sum payment to the County's General Fund;
- Provide an ongoing revenue stream to the County's General Fund;
- Transfer closure, corrective action and post-closure liabilities and obligations (including financial assurance obligations) related to the Landfills (whether active, inactive or closed) to a private entity;
- Satisfy all legal, regulatory and contractual requirements;

- Achieve the best value to the County from the Transaction;
- Secure a commitment to accept (for disposal purposes) all municipal solid waste generated in the cities and unincorporated areas of the County;
- Secure a commitment to continue the existing recycling programs at the Landfills, including the acceptance and proper handling of appliances and electronic waste;
- Maintain the Landfills' long-term disposal capacity for in-county generated municipal solid waste at current tipping fees with CPI-indexed escalation (Los Angeles/Anaheim/Riverside Metropolitan Area, (1982-84 = 100), as published by the United States Department of Labor, Bureau of Labor Statistics. Said change shall be measured for the twelve (12) month period January through December).
- Ensure on-going compliance programs continue to meet or exceed regulatory requirements for all activities within the County solid waste system;
- Provide as many as possible of the incumbent County employees with a reasonable opportunity to obtain employment at competitive wages with the successful Proposer;
- Provide for a seamless transition with the least disruption possible to operations of the Landfills and their respective customers, employees, occupants, tenants, and suppliers, and the County's remaining solid waste system.

1.3 Summary of Conditions and Limitations

It is anticipated that the County will enter into a lease or similar agreement with the successful Proposer, which could be conditioned upon, among other things, the modification of all applicable Landfill permits, subject to approval of the permitting agencies.

It is anticipated that the lease agreement will contain certain provisions, conditions and limitations. The County's preliminary approaches to the most significant of these are described below; provided, however, that the County reserves the right to modify such provisions, conditions and limitations in its sole discretion. The form of the lease agreement shall be set forth during the RFP process as outlined in Section 2.

A. Lease of Landfills

The successful Proposer, at its sole cost and expense, will be required to assist the County in obtaining all consents, approvals and authorizations from the regulatory agency for the leasing of the Landfills.

B. Modification of Permits

The successful Proposer, at its sole cost and expense, will be responsible for obtaining all authorizations, consents, licenses, permits, variances, certificates, and approvals of local, state, and federal government authorities (collectively, "Approvals"), including any required reissuances and modification of all existing Approvals, required by applicable law in connection with the assets and liabilities included in the Transaction and the successful Proposer's lease of the Landfills.

To the extent permitted by applicable law, the County shall use commercially reasonable efforts to assist the successful Proposer's efforts to obtain the requisite Approvals from government authorities and other documents as reasonably may be required; provided that any expenses incurred by the County in doing so shall be borne by the successful Proposer; and provided further that the County shall not under any circumstances be obligated as a permitting authority to issue any required Approval, and the County shall not waive any provision of law respecting any such Approval.

C. Scope of Transaction/Services

The County currently contemplates the scope of obligations of the successful Proposer shall include:

- Management, design, capital construction costs, disposal operation, regulatory compliance, installation, testing, monitoring, and corrective action related to all aspects of the active Landfills (including, but not limited to: landfill gas and air, leachate, surface water, groundwater, closure construction, post-closure maintenance and monitoring, etc.);

- Post-closure maintenance, monitoring, remediation and regulatory compliance of closed/inactive landfills (including, but not limited to pump and treat systems, SVE systems, leachate collection systems, flare stations, NPDES systems, etc.);

- Continuation of the recyclable material operations at the Landfills (including, but not limited to continued acceptance and removal of Materials Requiring Special Handling (MRSH), and subsequent recycling of appliances such as CRTs, microwaves, refrigerators, dryers, etc. and e-waste);

- Acceptance of delegation of duties and assignment of rights under existing agreements relating to landfill gas to energy, model plane flyer leases, collection site leases, etc.;

- Guaranteed acceptance of in-county generated municipal solid waste and any contractually required out-of-county municipal solid waste;

- Acceptance of assignment of rights and delegation of duties under the commercial landfill gas agreements with Southern California Edison and SCS Energy;

SOQs should be addressed and be submitted for the entire scope of the Transaction described above and partial submittals may be rejected without consideration.

D. Terms of Agreement

The terms of the lease agreement shall be set forth in the RFP. For purposes of responding to the RFQ, Proposers should suggest a term length.

E. Payments to County

Payments by the successful Proposer to the County in connection with the Transaction are as outlined in Section 5.

F. Payments to the Successful Proposer

Payments to the successful Proposer will be comprised of the revenue collected at the gate of the Landfills by the County and under any third party contracts transferred to the successful Proposer. For illustrative purposes only and not to be considered as a guaranty or indicative of future revenues, as of July 1, 2013, the rate paid at the gate for incoming loads is $27.44 per ton from transfer stations with waste disposal agreements, $28.06 per ton from Franchise Area 8 and $35.80 per ton from non-transfer station tonnage. These per ton figures are gross amounts and will be reduced by the minimum payments as described below in Section 5.4.

G. Employment of County Staff

The County recognizes that there are incumbent County employees presently involved in the County's solid waste system operations who have valuable knowledge and experience with respect to the operations, management, engineering, work schedules, practices, customers, suppliers, health and safety matters, regulatory requirements, etc., that are particular to the Riverside County Solid Waste System. It is the desire of the County to provide as many as possible of the incumbent County employees involved in landfill or solid waste system operations with a reasonable opportunity to obtain employment at competitive wages with any selected Proposer. It is the additional desire of the County to avoid or to minimize the disruption in service which may be caused by a change in the entity providing Landfill operations. The County therefore requests that any company responding to this RFQ provide information on how it will give incumbent County employees substantive opportunities to obtain employment with the selected Proposer after the Transaction is complete.

H. Closure, Post-Closure and Corrective Action Arrangements

As required under Section 5.2, each Proposer shall describe in its SOQ its approach to maintaining, monitoring and remediating the Landfills during the entire lease period (including, but not limited to, performing at its own cost all corrective action, closure and post-closure obligations, such as environmental monitoring, final cover and general site maintenance, security, fencing, drainage construction and repair, mowing, etc.).

As outlined in Section 1, a significant goal of the RFQ is to transfer to the successful Proposer liabilities for active, inactive and closed Landfills that are either owned, operated, monitored, or maintained by the County and that the successful Proposer shall indemnify the County from and against past, present and future environmental liabilities and closure and post-closure obligations related thereto. Proposers should assume the lease agreement will provide for indemnification of the County as described above and the performance of the foregoing obligations by the successful Proposer, as well as the following:

1) Existing County Escrow Balances – Other than funds currently held in escrow by the County for corrective action (water) (and which is addressed in paragraph 2 below), all funds and escrow balances relating to the Landfills that are currently held by the County, including those described in Table 2 below, shall be retained by the County for its use and shall not be part of the Transaction. Such amounts shall not be transferred to the successful Proposer.

2) Existing County Corrective Action (Water) Escrow Balance. The escrow balance for corrective action (water) identified below may be made available by the County during the term of the lease agreement for use by the successful Proposer for specified corrective actions relating to specified pre-existing environmental liabilities. The amounts currently held by the County will not be transferred to the successful Proposer, but would be available for reimbursement of actual costs of corrective action incurred by the successful Proposer for specified corrective actions relating to specified pre-existing environmental liabilities. To the extent that such funds were insufficient for necessary corrective action, the successful Proposer would be obligated to fund such corrective action.

3) Additional Funding by Successful Proposer. The successful Proposer will provide a $3.20 per ton funding commitment to the closure, post-closure and corrective action escrow funds that the County will continue to control and maintain. Approximately $1.00 per ton of the $3.20 per ton funding is designated for corrective action, which amount will be available in certain circumstances to the successful Proposer as described in paragraph 2 above.

Table 2 below lists the latest fund balances held by the County. Liability amounts are estimates only, provided for information purposes only, may not be relied upon and are not guaranties of such amounts.

Table 2: Summary of Closure, Post-Closure, and Corrective Action Liability and Funds as of June 30, 2012

Description	Estimated Liability	Fund Balance	Over (Under) Funded Liability
Closure	$ 37,562,838	$ 27,248,273	$ (10,314,565)
Post-Closure (Regulatory)	$ 34,898,432	$ 28,608,939	$ (6,289,493)
Post-Closure (Non-Regulatory)	$ 33,286,383	$ 12,280,439	$ (21,005,944)
Corrective Action (Water Quality)	$ 30,402,456	$ 21,828,153	$ (8,574,303)
Corrective Action (Non-Water Quality)	$ 9,549,655	$ -	$ (9,549,655)
Total	$ 145,699,764	$ 89,965,804	$ (55,733,960)

I. Performance Standards

The successful Proposer will be required at all times to operate the Landfills in compliance with all permits and regulations governing its operations, and shall perform its activities in accordance with the terms of the lease agreement and industry standards commonly used in California related to its operations.

J. Third Party Contractors

The successful Proposer may enter into agreements with third party contractors to provide services requested in the RFQ subject to the prior written consent of the County. Any such arrangements which are currently anticipated should be disclosed in the SOQ.

SECTION 2: RFQ CONDITIONS AND SUBMITTAL PROCESS

2.1 Description of the Overall Process

This section generally described the procurement process that will be undertaken in connection with the Transaction. However, nothing contained in this RFQ shall obligate the County to proceed to the RFP phase or pursue the Transaction at all, all of which shall be within the County's sole discretion.

The procurement involves a two-stage process: this RFQ followed by a Request for Proposals ("RFP").

Based on its evaluation of the SOQs it receives in response to this RFQ, the County will determine a shortlist of Proposers eligible to respond to the RFP (each, a "Shortlisted Proposer" and, collectively, "Shortlisted Proposers").

If only one responsive SOQ is received, the County may either (a) proceed with the selection process and request a Proposal from the sole Shortlisted Proposer or (b) terminate this selection process.

Following the selection of Shortlisted Proposers, the County anticipates releasing a draft RFP to the Shortlisted Proposers for "industry review" and comment by the Shortlisted Proposers, including the form of lease agreement. A data room may also be created for review of relevant materials by the Shortlisted Proposers. Following receipt of written comments, the County intends to schedule one-on-one or group meetings to discuss issues and comments identified by the Shortlisted Proposers. Specific details concerning the industry review process will be made available to the Shortlisted Proposers following the announcement of the shortlist. Proposers will be required to execute a form of confidentiality agreement and waiver concerning the industry review process and, specifically, the one and one meetings.

The industry review process will include disclosure of materials and communications with the County that are confidential and Shortlisted Proposers will be required to execute a confidentiality agreement, the form of which will be provided following shortlisting.

After consideration of industry input, the County may issue an RFP to the Shortlisted Proposers. To assist the County in the preparation of the financial, commercial and legal terms, the County may solicit additional information from Shortlisted Proposers.

Following receipt and evaluation of Proposals, the County may select a Shortlisted Proposer for negotiations, based on the evaluation criteria set forth in the RFP, to finalize a purchase and sale agreement. If negotiations are not successful with the selected Shortlisted Proposer, the County may negotiate with the next highest rated Shortlisted Proposer. Alternatively, the County may, at any time, terminate the selection process.

2.2 SOQ Submittal Process

Proposers shall follow the procedures described in this section and the procedures included in subsequent clarifications, amendments or addenda to this RFQ, which are issued by the County. The County shall have no responsibility and shall not reimburse Proposers for the costs associated with preparing, submitting or negotiating SOQs or final contracts for the Transaction.

Step One – Register for Correspondence, RFQ, and Announcements

Each Proposer must request in writing that it be placed on the list of interested parties in order to receive the future correspondence and announcements related to this RFQ. Proposers must post, fax, or email said request to the individual listed below (the "County Procurement Contact"):

Mr. Mark Seiler
Assistant Director
Riverside County Purchasing Department
2980 Washington Street
Riverside, California 92504
E-mail: MSeiler@co.riverside.ca.us
Telephone: (951) 955-4937 Facsimile: (951) 955-4946

All such requests should include a return e-mail address so that their receipt can be acknowledged.

Step Two – Submission of Written Questions

The County directs Proposers to submit all questions and requests for information or clarification in writing directly to the County Procurement Contact.

All such questions and requests shall include a return e-mail address so that their receipt can be acknowledged.

Prospective Proposers shall not contact other members of the County of Riverside management, staff, consultants, or members of the Board of Supervisors in connection with this RFQ or any SOQ prepared in response thereto or submit questions orally. Unauthorized contact may result in disqualification.

Written responses to questions will be provided by August 12, 2013 to all interested Proposers of record (those companies that registered pursuant to Step One. Oral responses shall not be binding upon the County, including oral responses provided at the pre-submittal meeting. In the event of any conflicts or inconsistencies between written response to questions and addenda to this RFQ, the addenda will control and must be used for the purposes of preparing the SOQ.

Step Three – Pre-Submittal Meeting

A non-mandatory pre-submittal meeting will be held at 10:00 AM on Wednesday, July 11, 2013 at the Riverside County Waste Management headquarters located at:

14310 Frederick Street
Moreno Valley, CA 92553

Proposers are encouraged to submit written questions via U.S. mail or e-mail in advance of the pre-submittal meeting (in accordance with Step Two above) or prepare and pose questions at the pre-submittal meeting. Preliminary oral responses to questions will be provided, at the discretion of County staff, at the pre-submittal meeting. Written responses to questions posed prior to or at the pre-submittal meeting will be provided by August 12, 2013 in accordance with Step Two above.

Deadline for Questions: Proposers are encouraged to submit written questions to clarify responses to questions provided at the pre-submittal meeting or other issues that may arise by 5:00 PM on July 29,

2013. Questions submitted after this date may be responded to at the discretion of County staff if there is available time.

Step Four – SOQ Submittal

Proposers shall submit five (5) bound double-sided copies and one unbound single-sided copy of the complete SOQ and a computer disk or flash drive containing an electronic copy of the complete SOQ formatted for the PC version of Microsoft Office. These items shall be placed together and submitted in a sealed package. All pages shall be consecutively numbered, although each section may start with a new page number if proceeded with the section number (e.g., Page 2-1 for the first page of Section 2). The SOQ shall be subject to page limitation as set forth below. The package shall be clearly labeled:

"STATEMENT OF QUALIFICATIONS AND LETTER OF INTEREST FOR THE LEASE OF RIVERSIDE COUNTY SOLID WASTE SYSTEM LANDFILLS"

Name of Proposer: _____

Address: _____

Contact Person: _____

Telephone Number: _____

Fax Number: _____

E-mail: _____

The SOQ must be mailed or hand delivered to the County Procurement Contact.

All SOQs must be received by 2:00 p.m. on August 26, 2013. SOQs received after this time and date may be rejected. Postmarks will not be accepted as proof of receipt. Actual delivery is required.

Step Five – Clarification of SOQ Information

Proposers may be asked to clarify information contained in their SOQs through written communications, interviews or oral presentations or during site visits of the Proposers' offices, landfills, materials transfer and processing facilities, and other facilities as appropriate. This clarification process may involve, but is not limited to, requesting that the Proposer demonstrate how operational, financial, and management information systems can provide reports required by any of the necessary agreements. The clarification process may be performed by County staff and/or County consultants.

2.3 Schedule

The County plans to proceed based on the following schedule:

Table 3: Project Schedule

Action Item	Date
Issuance of RFQ	July 3, 2013

Action Item	Date
Pre-Submittal Meeting	July 11, 2013
Deadline for Questions	July 29, 2013
Answers Made Available to Questions	August 12, 2013
Deadline for SOQ Submittal	August 26, 2013 at 2:00 p.m. pacific

The foregoing schedule is subject to modification by the County, in its sole discretion, at any time.

2.4 Required SOQ Information

Proposers shall prepare their SOQs in accordance with the instructions provided in this RFQ. The SOQ shall include the following elements: (1) cover letter; (2) executive summary; (3) Proposer's qualifications as specified in Section 4; and (4) Proposer's approach as specified in Section 5, including a "non-binding economic value indication" as specified in Section 5. Proposers must follow the SOQ outline format set forth in Section 3. At a minimum, a Proposer must provide the information identified in this Section as part of its SOQ (as explained in more detail in Sections 3, 4 and 5 of this RFQ). Failure to provide all the required information may be grounds for a finding of non-responsiveness of a SOQ and disqualification from the procurement process.

SECTION 3: SOQ OUTLINE

Proposers are required to organize their SOQs in the following manner:

1. Required Company Description
   - **a.** SOQ Transmittal Letter (Form A) (no page limit)
   - **b.** Executive Summary (maximum 5 pages)
   - **c.** Table of Contents (maximum of 1 page)
   - **d.** Business Structure (maximum of 2 pages, plus 1 page for organizational chart(s))
   - **e.** Proposer's Experience/Qualifications (maximum of 10 pages)
   - **f.** Key Staff and Their Qualifications (maximum of 10 pages, including resumes)
   - **g.** Past Performance Record/Legal Disclosures (no page limit)
   - **h.** Labor Agreement and Wages (no page limit)
   - **i.** Company's Financial Ability (no page limit for financial statements required)
   - **j.** Information Regarding Proposer, Equity Members and Subcontractors (Form B) (no page limit)
   - **k.** Anti-Collusion Affidavit (Form C) (no page limit)
   - **l.** Confidential Contents Index (1 page)
2. Proposer Approach (maximum 25 pages)
   - **a.** Expressions of Interest
   - **b.** Technical Approach and Regulatory Issues
   - **c.** Non-Binding Economic Value Indication
   - **d.** Conditions or Limitations on Valuation
   - **e.** Summary of Suggested Conditions to Closing Transaction
   - **f.** Summary of Suggested Key Terms/Modifications
   - **g.** Description of Financing Plan

SECTION 4: PROPOSER AND PERSONNEL DESCRIPTION

This Section includes a description of the specific information a Proposer must include as part of its SOQ describing the Proposer and its qualifications.

4.1 SOQ Letter (Form A)

Each Proposer shall submit an executed Form A, along with the accompanying information requested in such form.

4.2 Executive Summary

Proposer shall provide an executive summary to introduce its SOQ, briefly summarize its statement of qualification and letter of interest, strategy and economic offer, and highlight unique aspects of its approach to responding to the County's goals and objectives. The executive summary can be used to highlight any additional programs, enhancements, or other innovations.

4.3 Business Structure

In its SOQ, Proposer shall:

1. Identify the legal name of the Proposer. If the name is a "doing business as" (DBA), identify underlying names. Identify a single point of contact (a real person) and include the following information: name, title, address, telephone and fax numbers and electronic mail address. Identify the legal name and nature of the Proposer and the state of its organization. The County will require evidence of financial support from a parent or affiliate organization, as further detailed below.

2. Identify the legal entity(ies) that would execute the lease agreement. State whether each entity is a sole proprietorship, partnership, corporation, joint venture or other form of legal entity. Describe in detail the relationship of the Proposer to the executing entity(ies). If the Proposer is a joint venture, describe the circumstances under which the entities have collaborated before.

3. State the number of years the entities have been organized and doing business under this legal structure. The SOQ must include all the names of Proposer's owners/stockholders with greater than a 10% holding and creditors owed a debt greater than 10% of the Proposer's total assets (and those of each executing entity if different than Proposer's).

4. Identify other entities with common ownership and/or management.

5. Describe all services to be performed by subcontractors, and identify each subcontractor by full name and principal business address. Proposer shall describe any current or past working relationship with the contractor(s) in the past five years.

6. Provide an organizational chart which sets forth the Proposer structure, teaming arrangements and reporting requirements. The organizational chart should also cover key personnel.

4.4 Proposer's Experience/Qualifications

Proposer must describe its experience leasing, owning, operating, maintaining and monitoring solid waste management facilities in the United States and particularly in California (preferably for facilities handling tonnage volumes comparable to or larger than those handled at the Landfills). Proposer shall also describe Proposer's experience in:

(i) Acquisition or leasing of municipal- or county-owned solid waste assets.

(ii) Operation and maintenance of landfills, both nationally and within California.

(iii) Working with and operating under the requirements of California regulatory and permitting agencies.

(iv) Addressing environmental issues relating to solid waste assets, including remediation, monitoring and avoidance.

Proposer's description for each comparable project/facility shall include:

1. Name and address of the facility and the operations and services performed at the facility (e.g., landfill, processing, transfer, recycling, grinding, mulching etc.);

2. Types and tonnages of solid waste managed at the facility in tons per day;

3. Permitted capacity of the facility in terms of tons per day;

4. Proposer's role in the design, permitting, construction, financing, operation, closure/post-closure maintenance, monitoring, etc. of the facility;

5. Number of years that Proposer has operated/owned the facility;

6. A description describing the relevance of the project to the lease of the Landfills and why that experience will provide value to the County should the Proposer be selected to enter into a lease agreement for the Landfills; and

7. Other relevant information.

The qualifications information should also cover, at a minimum, the following:

- Landfill acquisition/lease, development, construction, management, operations, closure/post-closure/corrective action experience;

- Recycling operations experience at landfills;

- A description of the Proposer's safety program and Total Reportable Injury Rate (TRIR).

4.5 Key Staff and Their Qualifications

Provide an organization chart for key personnel and job descriptions indicating the qualifications and experience of key personnel the Proposer would assign to: (1) the transition team; and, (2) the ongoing management of the Landfills under the lease agreement. Resumes and two references for each key personnel must be supplied. References shall be previous agencies or clients with whom the key

personnel have worked within the past five years and shall include the name, position, company or agency and current addresses and phone and fax numbers.

An express, written statement from each entity employing such individuals committing that the individuals designated in the SOQ for the positions or roles described in this Section 4.5 shall be available to serve the role so identified in connection with the Transaction.

While the County recognizes personnel availability and scheduling issues impact the Proposers, Proposers are urged only to identify and proffer personnel that they reasonably believe will be available for, and intend to assign to work on, the Transaction for the positions identified.

Procedures concerning changes of such personnel will be set forth in the RFP; however, requests to implement such changes will be reviewed carefully by the County and shall be subject to prior County approval, in its sole discretion. Failure to obtain County approval for such changes may result in disqualification of the Proposer by the County.

4.6 Past Performance Record

A. Litigation and Regulatory Actions. Describe the following:

(i) Provide a list and a brief description of all instances during the last five years in which the Proposer (or any other organization that is under common ownership with the Proposer), any equity member, or any subcontractor team member was determined, pursuant to a determination in a court of law, arbitration proceeding or other dispute resolution proceeding, to be liable for a material breach of contract or violations of any federal, state or local law, including any environmental law.

(ii) Provide a list and a brief description (including the resolution) of each arbitration, litigation, dispute review board and other dispute resolution proceeding occurring during the last five years involving Proposer (or any other organization that is under common ownership with the Proposer) or any equity member involving an amount in excess of $1,000,000 related to the ownership, leasing, operations or maintenance of facilities similar to the Landfills, including environmental proceedings.

(iii) Include a similar list for all county, municipal or other projects included in the response to Section 4.4, regardless of whether the dispute occurred during the past five years, what the dollar amount involved was or whether it involved the same organization that is on the Proposer's team. For each instance, identify a representative with a current phone and fax number (and e-mail address if available).

B. Criminal Legal Action. All criminal legal actions in the State of California (including, but not limited to, arrests, indictments, grand jury investigations, etc.) now pending or that have occurred in the past five years, against:

i. The owners, officers and key personnel of the company, for actions of a business nature (for example, excluding purely domestic matters, but including actions connected in any way with person's current or former business activities);

ii The entity submitting the SOQ, for all such actions; and,

iii Any parent or affiliated company, for all such actions.

C. Payment of Fines, Penalties, Settlements or Damages. Provide a statement disclosing any and all fines, penalties (including liquidated damages or administrative fees), settlements or damages of any kind paid by the submitting entity, its parent company, and all subsidiaries or other affiliates of the submitting entity or its parent company to public agencies in the past five years. For each payment, list the amount that was paid, the name of the jurisdiction to which any such payments were made,

and the event(s) which triggered the payments. Identify what personnel and/or policy changes were made in response to such incidents (e.g., terminated or reassigned employees involved, new process protocols, etc.).

Describe any additional current or recent litigation or other regulatory issues that impact the Proposer and may otherwise be presented to, or questioned by, the County during submittal evaluation or at contract award. Proposers may include a response to any negative allegations at this time.

D. Compliance Records. Submit copies of all notices of violations, corrective action notices, enforcement actions or orders, or other forms of major permit violation/non-compliance documentation that the submitting entity, its parent company, and all subsidiaries or other affiliates of the submitting entity or its parent company received in the past five years from public agencies related to solid waste management facilities (including disposal, processing, transfer, composting, recycling, conversion facilities, closure, and post-closure monitoring) and associated vehicles and other equipment, for facilities in California, which are owned or operated by the submitting entity, its parent company, and all subsidiaries or other affiliates of the submitting entity or its parent company.

E. Safety Metric. Proposer must report its safety metric, such as the TRIR (Total Reportable Injury Rate), for its landfill operations used as references in its SOQ submittal and how such metric compares to industry standards.

F. Insurance Modification Rate. Proposer must report its experience modification factor, "mod rate," that is applied to its workers' compensation insurance policies.

With respect to the information solicited this Section 4.6, failure to provide this information, conditional or qualified submissions (i.e., "to our knowledge", "to the extent of available information", "such information is not readily available", "such information is not maintained in the manner requested", etc.) to requests or questions posed, incomplete or inaccurate submissions or non-responsive submissions, or failure to provide information enabling the County to contact representatives may, in the sole discretion of the County, lead to a lower evaluation score or a "fail" rating for the team or disqualification from the procurement process.

4.7 Labor Agreement and Wages

Proposer shall identify its plan for arranging labor if Proposer is selected to provide landfill development, operations and other services in the County in connection with this RFQ. Specifically, Proposer shall identify if and when it plans to enter into any collective bargaining agreement(s), the labor organization(s) the Proposer will work with, and the nature of the collective bargaining agreement(s).

4.8 Proposer's Financial Ability

A. Financial Statements and Credit Ratings

Financial statements for the Proposer and equity members of Proposer for the two most recent completed fiscal years must be provided to demonstrate financial capability of the Proposer.

Financial Statement information must include:

i. Opinion Letter (Auditor's Report)

ii. Balance Sheet

iii. Income Statement

iv. Statement of Changes in Cash Flow

v. Footnotes audited by a certified public accountant in accordance with generally accepted accounting principles (GAAP).

In addition, Financial Statements must meet the following requirements:

- **GAAP**: Financial Statements must be prepared in accordance with U.S. Generally Accepted Accounting Principles (U.S. GAAP). If financial statements are prepared in accordance with principles other than U.S. GAAP, a letter must be provided from a certified public accountant discussing the areas of the financial statements that would be affected by a conversion to U.S. GAAP.

- **U.S. Dollars**: Financial statements must be provided in U.S. dollars. If financial statements are not available in U.S. dollars, the Proposer must include summaries of the Income Statements and Balance Sheets for the applicable time periods converted to U.S. dollars by a certified public accountant.

- **Audited**: Financial Statements must be audited by an independent party qualified to render audit opinions (e.g. a Certified Public Accountant). If audited financials are not available for an equity owner, the SOQ shall include unaudited financial statements for such member, certified as true, correct and accurate by the chief financial officer or treasurer of the entity.

- **English**: Financial Statement information must be prepared in English. If audited financial statements are prepared in a language other than English, translations of all financial statement information must be accompanied with the original financial statement information.

- **Newly Formed Entity**: If the Proposer is a newly formed entity and does not have independent financial statements, financial statements for the equity owners conforming to the above requirements shall be provided (and the Proposer shall expressly state that the Proposer is a newly formed entity and does not have independent financial statements). In addition, the County may require, as a condition to shortlisting or thereafter, that the Proposer identify a Guarantor (as defined below) acceptable to the County and such Guarantor will be required to commit in writing that it will financially support and guarantee all obligations of the Proposer. Guarantor(s) will be required to execute a guaranty, in form acceptable to the County, in connection with any lease agreement.

- **Guarantor Letter of Support**: If Financial Statements of a parent company or affiliate company ("Guarantor") are provided to demonstrate financial capability of the Proposer or equity members of the Proposer, an appropriate letter from the Guarantor must be provided confirming that it will financially support and guarantee all the obligations of the Proposer or equity member of the Proposer with respect to the lease of the Landfills and other obligations described in this RFQ. Proposers shall note that the County may, in its discretion, based upon the review of the information provided, specify that an acceptable Guarantor is required as a condition of shortlisting or thereafter. Guarantor(s) will be required to execute a guaranty, in form acceptable to the County, in connection with any lease agreement.

- **SEC Filings**: If the Proposer or any other entity for whom financial information is submitted hereby files reports with the Securities and Exchange Commission, then such financial statements shall be provided through a copy of their annual report on Form 10K. For all subsequent

quarters, provide a copy of any report filed on Form 10Q and provide copies of any Form 8-K which has been filed since the latest filed 10K.

- **Confidentiality**: The Proposer shall identify any information which it believes is entitled to confidentiality by placing the word "confidential" on each page.

- **Credit Ratings**: Credit ratings must be supplied for each Proposer, equity member, and Guarantor to the extent such entities have credit ratings provided by a nationally recognized statistical rating organization. If no such credit ratings exist, include a statement specifying that no such credit ratings exist for that entity.

B. Material Changes in Financial Condition

Information regarding any material changes in financial condition for Proposer, each equity owner and each Guarantor for the past two years and anticipated for the next reporting period.

If no material change has occurred and none is pending, each of these entities shall provide a letter from their respective chief financial officer or treasurer so certifying.

Set forth below is a representative list of events intended to provide examples of what the County considers a material change in financial condition. This list is intended to be indicative only. At the discretion of the County, any failure to disclose a prior or pending material change may result in disqualification from further participation in the selection process.

In instances where a material change has occurred, or is anticipated, the affected entity shall provide a statement describing each material change in detail, the likelihood that the developments will continue during the period of performance of the Project development, and the projected full extent of the changes likely to be experienced in the periods ahead.

Estimates of the impact on revenues, expenses and the change in equity will be provided separately for each material change as certified by the CFO or treasurer.

References to the notes in the financial statements are not sufficient to address the requirement to discuss the impact of material changes.

Where a material change will have a negative financial impact, the affected entity shall also provide a discussion of measures that would be undertaken to insulate the operation of the Landfills and Proposer's other obligations to the County from such material changes, and those currently in progress or reasonably anticipated in the future.

If the financial statements indicate that expenses and losses exceed income in each of the 3 completed fiscal years (even if there has not been a material change), the affected entity shall provide a discussion of measures that will be undertaken to make the entity profitable in the future and an estimate of when the entity will be profitable.

List of Representative Material Changes

- An event of default or bankruptcy involving the affected entity, a related business unit within the same corporation, or the parent corporation of the affected entity;

- A change in tangible net worth of 10% of shareholder equity;

- A sale, merger or acquisition exceeding 10% of the value of shareholder equity prior to the sale, merger or acquisition which in any way involves the affected entity, a related business unit, or parent corporation of the affected entity;

- A change in credit rating for the affected entity, a related business unit, or parent corporation of the affected entity;

- Inability to meet conditions of loan or debt covenants by the affected entity, a related business unit or parent corporation of the affected entity which has required or will require a waiver or modification of agreed financial ratios, coverage factors or other loan stipulations, or additional credit support from shareholders or other third parties;

- In the current and two most recent completed fiscal years, the affected entity, a related business unit in the same corporation, or the parent corporation of the affected entity either: (i) incurs a net operating loss; (ii) sustains charges exceeding 5% of the then shareholder equity due to claims, changes in accounting, write-offs or business restructuring; or (iii) implements a restructuring/reduction in labor force exceeding 200 positions or involves the disposition of assets having a value exceeding 10% of the then shareholder equity; and

- Other events known to the affected entity, a related business unit or parent corporation of the affected entity, which represents a material change in financial condition over the past two years, or may be pending for the next reporting period.

C. Off-balance Sheet Liabilities

A letter from the chief financial officer or treasurer of the entity or the certified public accountant for each entity for which financial information is submitted, identifying all off balance sheet liabilities in excess of $25 million dollars in the aggregate.

Package the information separately for each separate entity with a cover sheet identifying the name of the organization and its role in the Proposer's organization.

4.9 Form B

Executed originals of Form B for the Proposer and each equity member of Proposer and each subcontractor.

4.10 Anti-Collusion Affidavit

Each Proposer shall complete and submit an Anti-Collusion Affidavit, Form C. The Anti-Collusion Affidavit shall be signed by the designated representative authorized to bind the Proposer.

4.10 Confidential Contents Index

A page executed by the Proposer that sets forth the specific items (and the section and page numbers within the SOQ at which such items are located) that the Proposer deems confidential, trade secret or proprietary information protected by the Public Records Act, Section 6276.44, or other applicable regulations and statutes. Blanket designations that do not identify the specific information shall not be acceptable and may be cause for the County to treat the entire SOQ as public information. Notwithstanding the foregoing, the list required under this subsection (c) is intended to provide input to

the County as to the confidential nature of a Proposer's SOQ, but in no event shall such list be binding on the County, determinative of any issue relating to confidentiality or a request under the Public Records Act or override or modify the provisions of the Statute, the Public Records Act or the County's respective responsibilities thereunder.

SECTION 5: PROPOSER APPROACH

This Section includes a description of the specific information a Proposer must include as part of its SOQ describing the Proposer's interest in the Transaction and the offered services, its conditions, and economic offer.

5.1 Expression of Interest

SOQs must affirmatively indicate that the Proposer can satisfy the requirements identified by the County Board of Supervisors as described in Section 1. SOQs should be submitted for the entire scope of the Transaction and services as described in Section 1.3 C.

5.2 Technical Approach and Regulatory Issues

Proposer shall provide a description of its offered services which shall include its technical approach to operations and maintenance; design, permitting, and construction; compliance with permit requirements, etc. Proposers should discuss how they intend to handle transfer of environmental risks, indemnity of the County against those risks, and the liability policies and/or bonds they will seek for risk management for operations and development. Proposers should identify any work to be performed by subcontractors as provided in Section 1.3.K.

In addition, Proposer's should include the following with respect to its approach to the Transaction. The description should include:

(a) The Proposer's thoughts on how the County can maximize value of the Landfills given their current operating and permit status.

(b) A description of how the Proposer would market the Landfills in order to secure waste flow, including its approach to working with the County and the cities in the County concerning their waste flow.

(c) A description of other local or regional assets owned or operated by the Proposer and how the Landfills will complement or augment the Proposer's other holdings.

(d) An overview of the Proposer's general approach to quality control/quality assurance.

(i) Description of key Proposer assumptions in connection with the Transaction.

5.3 Non-Binding Economic Value Indication

Proposers' non-binding economic value indication must be presented in the format shown on Table 3. All payment information (including per ton payments and assumed numbers of tons) shall be presented in 2013 dollars. The conditions described by Proposers shall include a description of how the 2013-dollar amounts for the annual payment described in Columns 4 and 5 below would be adjusted for the first year of the lease term and thereafter. A brief description of Table 3 and the information requested for each Column (by option) is provided below:

Column 1 - Each Proposer shall specify the amount of a one-time lump sum payment to the County.

Column 2 - A listing of the heavy equipment that is available for purchase is provided on the County website. Each Proposer shall indicate their interest in said equipment by specifying a one-time payment amount to the County for the equipment **and** separately a list of which equipment it would be interested in purchasing.

Column 3 - Each Proposer shall account for all current pass-through costs, which currently consists of the following items and current amounts: State Fees ($1.40/ton), Habitat ($1.00/ton), Environmental Health ($0.43/ton) and Code Enforcement ($0.35/ton) to be paid to the County. The current amount of such pass-through costs are included, but such amounts may be increased over time.

Column 4 - Each Proposer shall account for an annual lump sum payment to the County that must be inflated annually for solid waste activities that remain with the County, including continued operation of the landfill scalehouses, load check functions, illegal dumping retrieval, operation of the HHW collection facilities/events, recycling, contract administration, and escrow fund contributions. The current amount of such payments are included in Column 4 below and should not be changed by the Proposer. As noted above, in addition to filling in the Table below, the Proposer should separately indicate how the 2013-dollar amounts for such annual payment would be adjusted for the first year of the lease term and thereafter.

Column 5 - Each Proposer shall specify the amount of an annual lease payment to the County'. As noted above, in addition to filling in the Table below, the Proposer should separately indicate how the 2013-dollar amounts for such annual payment would be adjusted for the first year of the lease term and thereafter.

Table 4: Proposers' Non-Binding Economic Value Indication

Description	Payments to County by Proposer				
	One-Time Lump Sum Lease Payment	One-Time Lump Sum Payment for Equipment	Annual Per-Ton Pass Through Payment	Annual Payment for Retained County Services, Rent, & Escrow	Annual Payment
	1	2	3	4	5
Lease of Landfills	$	$	$3.18/ton (current amount)	$8,000,000 (current amount)	$

The non-binding economic value indication set forth above will not be binding on the Proposer during any RFP stage of the procurement and will not be considered as part of the evaluation of the SOQs for purposes of shortlisting, but is intended to help inform the County on the potential value of the Transaction as currently contemplated and described in this RFQ (including pursuant to the assumptions and requirements addressed herein).

5.4 Conditions or Limitations on Valuation

Provide a narrative description of the basis for the non-binding economic value indication. As part of the narrative description, the Proposer shall include key assumptions made in developing the offered payments such as, but not limited to: Proposer's obligations and liabilities, County obligations and liabilities, wages and benefits, depreciation and interest methods and periods, volumes of materials assumed for disposal and processing, equipment costs, and facility and construction costs.

5.5 Summary of Suggested Conditions to Closing Transaction

Provide a description and list of some of the key conditions to closing the Transaction, the approximate timeline to do so from award and execution of a lease agreement and the party (County or Proposer) that shall bear the responsibility and obligation for satisfying the condition to closing. Proposers should acknowledge that, other than responsibilities for payment of the County's advisors, all closing costs shall be borne by the successful Proposer.

5.6 Summary of Suggested Key Terms/Modifications

In Section 1.2, the County has identified certain preferred high-level goals to guide Proposers on the development of their SOQs. These goals have formed the basis for certain of the Transaction terms expressed in this RFQ concerning, among other things, lease term length, lease structure, tip fees and tip fee escalation, required upfront lump sum and ongoing payments to the County, indemnity and liability transfers (particularly those relating to environmental liabilities and closure and post-closure obligations) to the successful Proposer. Notwithstanding these terms, requirements and assumptions, because the County wishes to obtain the greatest value from the Transaction, the County is interested in input from the Proposers concerning these issues. Proposers should indicate its suggestions as to how the structure of the Transaction could be enhanced, modified or optimized to improve value to the County and to the Proposer, keeping the County's goals in mind. In addition, provide a list and brief description of the primary positive "drivers" of value in a lease of the Landfills. Similarly, provide a list and brief description of those factors and negative "drivers" of value that might decrease or depress the value of the Landfills.

The County is under no obligation to include such suggestions in the RFP or to issue the RFP at all, but welcomes the opportunity for Proposer input on key structural, commercial, risk and financial issues concerning the Transaction.

5.7 Description of Financing Plan

Describe the plan for financing the Transaction in a "Sources and Uses of Funds" format, which describes the sources of required capital (e.g., banks, leasing companies, cash reserves, etc.) and uses (e.g., system lease payment to County, equipment, etc.

SECTION 6: EVALUATION PROCESS AND CRITERIA

6.1 Responsiveness

Each SOQ will be reviewed for (a) minor nonconformities, irregularities and apparent clerical mistakes which are unrelated to the substantive content of the SOQ, (b) conformance to the RFQ instructions regarding organization and format, and (c) the responsiveness of the Proposer to the requirements set forth in this RFQ. Those SOQs not responsive to this RFQ may be excluded from further consideration and the Proposer will be notified. The County may also exclude from consideration any Proposer whose SOQ contains a material misrepresentation.

6.2 Pass/Fail Review

Following or in conjunction with evaluation of each SOQ for responsiveness, the County will evaluate each SOQ based upon the following pass/fail criteria. A Proposer must obtain a "pass" on all pass/fail items in order for its SOQ to be evaluated qualitatively under Section 6.3.

(a) The Proposal contains an original executed transmittal letter (Form A).

(b) The Proposer team has the financial capability to carry out the responsibilities potentially allocated to it as demonstrated by the materials provided in Section 4.8 of the SOQ. The evaluation will take into account the following considerations both currently as well as over the last two years, as appropriate:

- Profitability
- Capital structure
- Ability to service existing debt
- Ability to invest equity
- Other commitments and contingencies

(c) The Proposer team has the expertise to carry out responsibilities potentially allocated to the Proposer in the lease agreement and to operate and maintain the Landfills.

(d) The information disclosed in response to Section 4.6 does not, in County's determination, materially adversely affect the Proposer's ability to carry out the responsibilities potentially allocated to it.

6.3 Qualifications Evaluation Criteria and Weighting

Each responsive SOQ passing all of the "pass/fail" requirements set forth above will be evaluated and scored according to the criteria set forth below. The order in which the evaluation criteria appear within each category (i.e., Proposer and Personnel Description and Proposer Approach) is not an indication of weighting or importance.

Proposer and Personnel Description (65 Points Maximum)

The background and experience of the Proposer and key personnel will be evaluated in accordance with the following criteria:

- The extent and depth of the experience of the Proposer in owning or leasing comparable assets;
- The extent and depth of the experience of the Proposer in operating, managing and maintaining comparable assets and in performing the scope of work described in this RFQ;
- The extent and depth of the experience of the Proposer in the State of California and in working with California regulatory and permitting agencies; and
- The extent and depth of experience in addressing environmental issues relating to solid waste assets, including remediation, monitoring and avoidance.

Proposer and personnel references, as well as the information provided in resumes and Section 4.6, will be used, as deemed appropriate by County, to assist in the evaluation of the Proposer and Personnel Description category.

Proposer Approach (35 Points Maximum)

The Proposer Approach will be evaluated in accordance with the following criteria:

- The extent to which the Proposer Approach shows a sound approach to the lease by the Proposer of the Landfills and demonstrates an understanding of:
  - The likely activities to be undertaken by the successful Proposer under the lease agreement; and
  - The current status of the Landfills and the opportunities and challenges associated with the Landfills
- The extent to which the Proposer Approach understands, considers and recognizes the County's preliminary goals; and
- The extent to which the Proposer demonstrates a focus and commitment to quality and efficient future operation and maintenance of the Landfills in accordance with applicable permits, laws and regulations.

6.4 SOQ Evaluation Procedure

The County anticipates utilizing an evaluation committee to review and evaluate the SOQs in accordance with the above criteria. At various times during the deliberations, the County may issue one or more requests for written clarification to the individual Proposers. The County may also schedule interviews with one or more Proposers on a one-on-one basis, for the purpose of enhancing the County's understanding of the SOQs and obtaining clarifications of the materials contained in the SOQs. The County may contact references supplied by the Proposer as well as other potential references not listed.

The County may, at any time, request additional information or clarification from the Proposer or may request the Proposer to verify or certify certain aspects of its SOQ. The scope, length and topics to be

addressed in any such response shall be prescribed by, and subject to the sole discretion of the County. At the conclusion of this process, Proposers may be required to submit written confirmation of any new information and clarifications provided during an interview. If required, follow-up interviews may be scheduled at a later date. Upon receipt of requested clarifications and additional information as described above, if any, the SOQs will be re-evaluated to include the clarifications and additional information.

Evaluations and rankings of SOQs are subject to the sole discretion of the County, the County staff and such professional and other advisors as the County may designate. The County will make the final determinations of the Shortlisted Proposers, as it deems appropriate, in its sole discretion, and in the best interests of the County.

6.5 RFP Procedure and Evaluation

Shortlisted Proposers are advised that the evaluation criteria and weightings for the evaluation of the Proposals under the RFP phase may differ from the criteria set forth herein to evaluate SOQs. In addition, the rankings, scores and evaluation of the SOQs will not carry over or be used in any way in the evaluation of the Proposals.

SECTION 7: PUBLIC INFORMATION, ORGANIZATIONAL CONFLICTS, PROTESTS AND RESERVED RIGHTS

7.1 Public Records Act

All written correspondence, exhibits, reports, printed material, photographs, tapes, electronic disks, and other graphic and visual aids submitted to the County during this selection process, including as part of the response to this RFQ, shall become the property of the County upon their receipt by the County and will not be returned to the submitting parties. Any information submitted to the County, including information submitted with a SOQ is a public record subject to disclosure unless a specific exemption applies. At the latest, all statements of qualifications, letters of interest, and other submissions by the selected Proposer will be made public by the date on which the SOQ is docketed for consideration by the County Board of Supervisors.

In no event shall the County or any of its agents, representatives, consultants, directors, officers or employees (the "County Parties") be liable to a Proposer or Proposer team member for the disclosure of all or a portion of a SOQ submitted under this RFQ. In the event any party brings suit against any of the County Parties relating to the Public Records Act, Proposers agree to defend, indemnify and hold the County Parties harmless from and against any and all such claims and/or litigation . Such obligation will be evidenced by the Proposer's submittal of the SOQ.

If the County receives a request for public disclosure of all or any portion of a SOQ, the County will use reasonable efforts to notify the applicable Proposer of the request and give such Proposer an opportunity to assert, in writing and at its sole expense, a claimed exception under the Public Records Act or other applicable law within the time period specified in the notice issued by the County and allowed under the Public Records Act.

If a Proposer has special concerns about information which it desires to make available to the County but which it believes constitutes a trade secret, proprietary information, or other information excepted from disclosure, such responding Proposer team shall specifically and conspicuously designate that information **by placing "CONFIDENTIAL" in the header or footer of each such page affected**. Blanket designations that do not identify the specific information shall not be acceptable and may be cause for the County to treat the entire SOQ as public information. Nothing contained in this provision shall modify or amend requirements and obligations imposed on the County by the Public Records Act or other applicable law. The provisions of the Public Records Act or other laws shall control in the event of a conflict between the procedures described above and the applicable law.

All prospective Proposers should obtain and thoroughly familiarize themselves with the Public Records Act.

7.2 Protest Procedures

A. Applicability

This Section 7.2 sets forth the exclusive protest remedies available with respect to this RFQ and prescribes exclusive procedures for protests regarding:

(1) Allegations that the terms of the RFQ are wholly ambiguous, contrary to legal requirements applicable to the divestiture, or exceed the County's authority;

(2) Disqualification of the Proposer or rejection of a SOQ without consideration; and

(3) Shortlisting determinations.

B. Required Early Communication for Certain Protests

Protests concerning the issues described in Section 7.2.A(1) may be filed only after the Proposer has informally discussed the nature and basis of the protest with the County, following the procedures prescribed in this Section 7.2.B. Informal discussions shall be initiated by a written request for a one-on-one meeting delivered to the County Procurement Contact.

The written request should include an agenda for the proposed one-on-one meeting. The County will contact the Proposer as soon as practicable to discuss the nature of the allegations. If necessary to address the issues raised in a protest, the County may, in its sole discretion, make appropriate revisions to the RFQ documents by issuing addenda.

C. Deadlines for Protests

(1) Protests concerning the issues described in Section 7.2.A(1) must be filed as soon as the basis for the protest is known, but no later than 10 business days after issuance of the RFQ, unless the protest relates to an Addendum to the RFQ, in which case the protest must be filed no later than 5 business days after the Addendum is issued.

(2) Protests concerning the issues described in Section 7.2.A(2) must be filed no later than 5 business days after receipt of the notification of non-responsiveness.

(3) Protests concerning the issues described in Section 7.2.A(3) must be filed no later than 5 business days after the earliest of the notification of the Shortlisted Proposers and the public announcement of the Shortlisted Proposers.

D. Content of Protest

Protests shall completely and succinctly state the grounds for protest, its legal authority, and its factual basis, and shall include all factual and legal documentation in sufficient detail to establish the merits of the protest. Statements shall be sworn and submitted under penalty of perjury.

E. Filing of Protest

As soon as the basis for protest is known to the Proposer, the protests shall be filed by hand delivery on or before the applicable deadline to the County Procurement Contact.

A protest must be accompanied with a cashier's check, to be held as a deposit, in the amount of $10,000. The County may distribute the protest to any other Proposer.

F. Comments from other Proposers

Other Proposers may file statements in support of or in opposition to the protest within 5 business days of the filing of the protest. The County shall promptly forward copies of all such statements to the protestant. Any statements shall be sworn and submitted under penalty of perjury.

G. Burden of Proof

The protestant shall have the burden of proving its protest. The County may, in its sole discretion, discuss the protest with the protestant and other Proposers. No hearing will be held on the protest, unless otherwise permitted by the County, in its sole discretion. The protest shall be decided on the basis of written submissions, unless the County decides to permit a hearing, in which case, the protest will be decided on the basis of the written submissions and the hearing..

H. Decision on Protest

The County shall issue a written decision regarding the protest within 30 days after the filing of the detailed statement of protest, which time period may be extended in the County's sole discretion. If necessary to address the issues raised in a protest, the County may, in its sole discretion, make appropriate revisions to this RFQ by issuing Addenda. The written decision of the County shall be final. The procedure and time limits set forth in this Section are mandatory and are the Proposer's sole and exclusive remedy in the event of protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the protest, including filing claim under the government claims procedures in the Government Code or other legal proceedings. Failure to strictly follow these procedures shall irrevocably and unconditionally constitute a waiver of any further rights to dispute the County's decisions and determinations made during the RFQ process.

I. Protestant's Payment of Costs

If a protest is denied, the Proposer filing the protest shall be liable for the County's costs reasonably incurred to defend against or resolve the protest, including legal and consultant fees and costs, and any damages sustained by the County as a consequence of the protest. Proposer's liability for damages shall not be limited to the $10,000 deposit made pursuant to Section 7.2(E).

J. Rights and Obligations of Proposers

Each Proposer, by submitting its SOQ, expressly recognizes the limitation on its rights to protest provided in this Section 7.2, and expressly waives all other rights and remedies and agrees that the decision on the protest is final and conclusive. If a Proposer disregards, disputes, or does not follow the exclusive protest remedies provided in this Section, it shall indemnify and hold the County and its officers, employees, agents, and consultants harmless from and against all liabilities, fees and costs, including legal and consultant fees and costs, and damages incurred or suffered as a result of such Proposer's actions. Each Proposer, by submitting a SOQ, shall be deemed to have irrevocably and unconditionally agreed to this indemnity obligation.

7.3 Rights Reserved by the County

The County reserves the right, in its sole and absolute discretion, to pursue any or all of the following actions in regard to this RFQ process without incurring any liability incurred by any company responding to this RFQ or participating in this RFQ process:

- Issue addenda and amend the RFQ;
- Request additional information, clarifications, and/or issue a Request for Proposals;
- Not issue a Request for Proposals.

- Modify all dates set or projected in this RFQ, including extending the deadline for submitting SOQs;
- Allow for the timely correction of errors and waive minor deviations;
- Waive deficiencies in a SOQ, accept and review a non-conforming SOQ or permit clarifications or supplements to a SOQ.
- Cancel or withdraw this RFQ;
- Reject any or all SOQs because they do not fully comply with the requirements detailed in this RFQ, its attachments, addenda, amendments or clarifications, or otherwise;
- Reject incomplete SOQs; SOQs containing errors, inconsistencies, false, inaccurate or misleading information; SOQs submitted after the deadline; and/or, SOQs with other process or content errors or deficiencies;
- Reject a SOQ that is given the highest quantitative scoring in the evaluation process if it is deemed by the County not to be in the best interest of the County and its residents and businesses;
- Reject any or all submittals or portions of submittals;
- Shortlist any number of Proposers that the County sees fit and in its best interests;
- Require confirmation of information furnished by a Proposer, require additional information from a Proposer concerning its SOQ and require additional evidence of qualifications to perform as described in this RFQ.
- Seek or obtain data from any source that has the potential to improve or expand the understanding and evaluation of the responses to this RFQ.
- Appoint evaluation committees to review SOQs, make recommendations and seek the assistance of outside technical, financial, legal and other experts and consultants in SOQ evaluation.
- Add or delete Proposer responsibilities from the information contained in this RFQ or any subsequent RFP.
- Negotiate with a Proposer without being bound by any provision in its SOQ or proposal.
- Disqualify any Proposer that changes its SOQ without the County approval.
- Select a Proposer based on a combination of its qualitative and quantitative attributes;
- Select a Proposer without further discussion or negotiation;
- Select one or more Proposers and/or request additional information or conduct negotiations with one or more Proposers prior to selection;
- Negotiate changes in the services proposed and/or described in the SOQ or to incorporate programs proposed by others; and negotiate changes to agreements necessary to effect the Transaction;

- Negotiate with the successful Proposer for a later commencement date;
- Suspend and terminate purchase and sale agreement negotiations at any time, elect not to commence purchase and sale agreement negotiations with any responding Proposer and engage in negotiations with other than the highest ranked Proposer.
- Structure/negotiate a lease agreement in any manner that the County, in its sole discretion, deems necessary or advisable. If the County is unable to negotiate a lease agreement to its satisfaction with a Proposer, it may negotiate with the next highest rated Proposer, terminate this selection process and pursue other options including, but not limited to, additional solicitations relating to the County's solid waste system or exercise such other rights under provisions of applicable law as it deems appropriate.
- Issue subsequent RFQs for the same, similar, or related services at a later date;
- Take any other actions the County deems is in the best interest of the County, its residents and businesses.

Neither this RFQ nor any response thereto shall be construed by any party as an agreement of any kind between the County, Proposer(s), and other parties.

This RFQ does not obligate the County to accept any submittal, negotiate with any Proposer, award one or more agreement(s), proceed with the Transaction or proceed with the development of any project or service described in response to this RFQ. The County has no obligation to, and shall not, compensate any Proposer for its expenses incurred in preparing its SOQ, conducting any activity in connection with this RFQ process, or participating in the process described in this RFQ. All such costs shall be borne solely by each Proposer.

The County shall have the right (but not the obligation) to investigate and review any one, or each, Proposer's ability to consummate the Transaction in all respects within the County's timeframe and to perform the Scope of Transaction/Services required. Each Proposer must agree to cooperate with such investigation and review. Such cooperation by Proposer shall apply, but not be limited, to the verification of the Proposer's capability and experience in the provision of the Scope of the Transaction/Services, the Proposer's financial wherewithal and any other component of work that may be required under this RFQ.

The County, or its consultants, may conduct reference checks on Proposers that will involve contacting municipalities currently or previously served by the Proposer, as well as contacting regulatory agencies involved in oversight of Proposer's facilities and/or operations. In addition, the County or its consultants may research Proposers' past performance by reviewing litigation history, regulatory actions, highway driving records, recycling history and other information as they deem appropriate. A Proposer's submission of a SOQ shall constitute permission for and an agreement to cooperate with the County's investigation and review.

In no event shall County be bound by, or liable for, any obligations with respect to the Transaction until such time (if at all) as a lease agreement, in form and substance satisfactory to the County, has been executed and authorized by the County and, then, only to the extent set forth therein.

Sole Source Contract to
Nossaman LLP for Legal Services

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.

4/25/13

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

4-25-13 | 13-464

Purchasing Agent | **Date** | **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

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

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, 34th Floor
Los Angeles, California 90017
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

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

ATTACHMENT B

ATTORNEYS' FEES—HOURLY RATES

Nossaman Team Member	Hourly Billing Rates	Nossaman Team Member	Hourly Billing Rates
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

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.

Attachment C-1 – General Counsel Representation

NOSSAMAN CLIENT	DESCRIPTION OF MATTER
Foothill/Eastern Transportation Corridor Agency / San Joaquin Hills Transportation Corridor Agency	*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.*
Exposition Metro Line Construction Authority.	*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.*

Attachment C-2 – Other Clients/Matters

NOSSAMAN CLIENT	DESCRIPTION OF MATTER
San Bernardino County Transportation Authority	*Nossaman represents SBCTA in connection with various bond and public finance transactions.*
Riverside County Transportation Commission	*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.*
San Bernardino Associated Governments.	*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.*
Orange County Transportation Authority	*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).*
Southern California Regional Rail Authority	*Nossaman represents Metrolink with regard to certain projects throughout Southern California involving project development and construction and alternative project delivery, such as design-build.*
Los Angeles to Pasadena Metro Blue Line Authority	*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*

Los Angeles County Metropolitan Transportation Authority	*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.*
High Desert Corridor Joint Powers Authority	*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.*
Brookfield Land & Development and related companies and ventures	*Land use, entitlement, environmental, permitting and related matters, including potential litigation and challenges regarding the same*
Steven H. Christensen Trust and related companies and ventures	*Land use, entitlement, environmental, permitting and related matters, including potential litigation and challenges regarding the same*
Sunrise Company and related companies and ventures	*Land use, entitlement, environmental, permitting and related matters, including potential litigation and challenges regarding the same*
Banning Land Fund and related companies and ventures	*Land use, entitlement, environmental, permitting and related matters, including potential litigation and challenges regarding the same*
Brookfield Homes and related companies and ventures	*Land use, entitlement, environmental, permitting and related matters, including potential litigation and challenges regarding the same*

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

	the same
Centex Homes and related companies and ventures	*Land use, entitlement, environmental, permitting and related matters, including potential litigation and challenges regarding the same*
Aqua Caliente Band of Cahuilla Indians and related companies and ventures	*Land use, entitlement, environmental, permitting and related matters, including potential litigation and challenges regarding the same*
Sprint and Sprint-related and corporate entities	*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.*
T-Mobile and T-Mobile-related and corporate entities	*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,*

	entitlement, permit and variances and condemnation and inverse condemnation matters relating to such facilities and sites.

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 **Date** 5/22/13

Purchasing Department Comments:

(Approve) Approve with Condition/s Disapprove

Not to exceed: $ 50,000 One time Annual Amount through 6-30-2014

Purchasing Agent **Date** **Approval Number** 13-501
(Reference on Purchasing Documents)

PROFESSIONAL SERVICE AGREEMENT

for

RIVERSIDE COUNTY SOLID WASTE FACILITIES

between

COUNTY OF RIVERSIDE

and

HF&H CONSULTANTS, LLC

TABLE OF CONTENTS

SECTION HEADING		PAGE NUMBER
1.	Description of Services	3
2.	Period of Performance	3
3.	Compensation	3
4.	Alteration or Changes to the Agreement	4
5.	Termination	5
6.	Ownership/Use of Contract Materials and Products	6
7.	Conduct of Contractor	6
8.	Inspection of Service: Quality Control/Assurance	6
9.	Independent Contractor	7
10.	Subcontract for Work or Services	7
11.	Disputes	8
12.	Licensing and Permits	8
13.	Use by Other Political Entities	8
14.	Non-Discrimination	8
15.	Records and Documents	9
16.	Confidentiality	9
17.	Administration/Contract Liaison	10
18.	Notices	10
19.	Force Majeure	10
20.	EDD Reporting Requirements	10
21.	Hold Harmless/Indemnification	11
22.	Insurance	12
23.	General	14
Exhibit A-Scope of Service		17
Exhibit B- Payment Provisions		18
Exhibit C- Confidentiality Document		19
Exhibit D- Conflict of Interest		20

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, 4th 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

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.

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 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. *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, 5th Floor
Riverside, CA 92501

Signature: _____

Print Name: _____

Title: Chairman of Board of Supervisors

Dated: _____

CONTRACTOR:

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

Signature: Laith Ezz

Print Name: Laith Ezzet

Title: Senior Vice-President

Dated: 5/20/2013

County Counsel Approval:

5/24/13

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:

Position	Rate
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 Ezzet
Contractor/Employee Name

Signed: Laith Ezz 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: Laith Ezzet Date: 5/20/2013

Signature: Laith Ezz Company Name: HFH Consultants

Solid Waste System Workshop

Riverside County Board of Supervisors

July 2, 2013

Submitted by

16

Key Discussion Points

System Reserves

System Liabilities

Lease Term

RFQ Scope

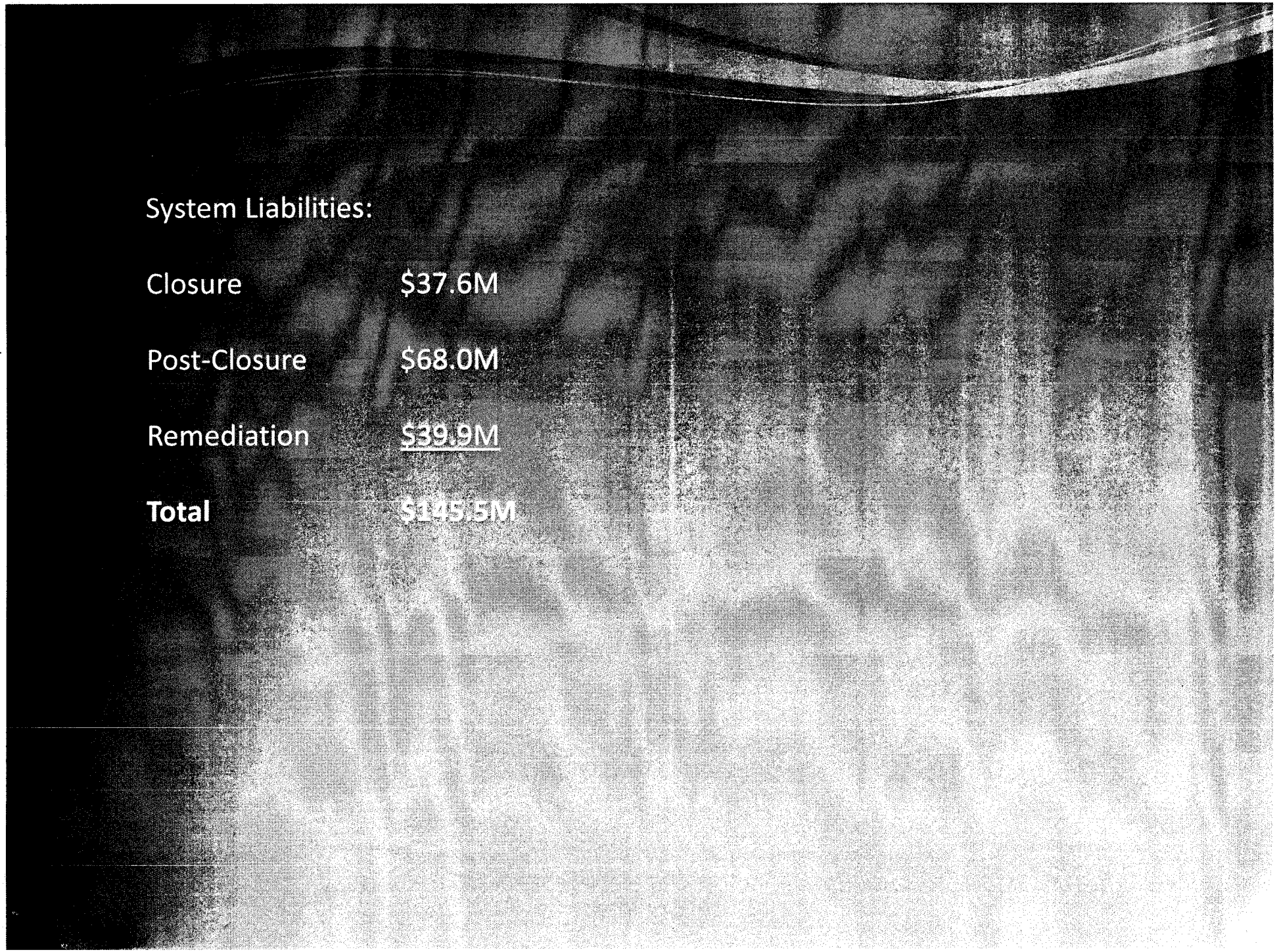
Stakeholder outreach

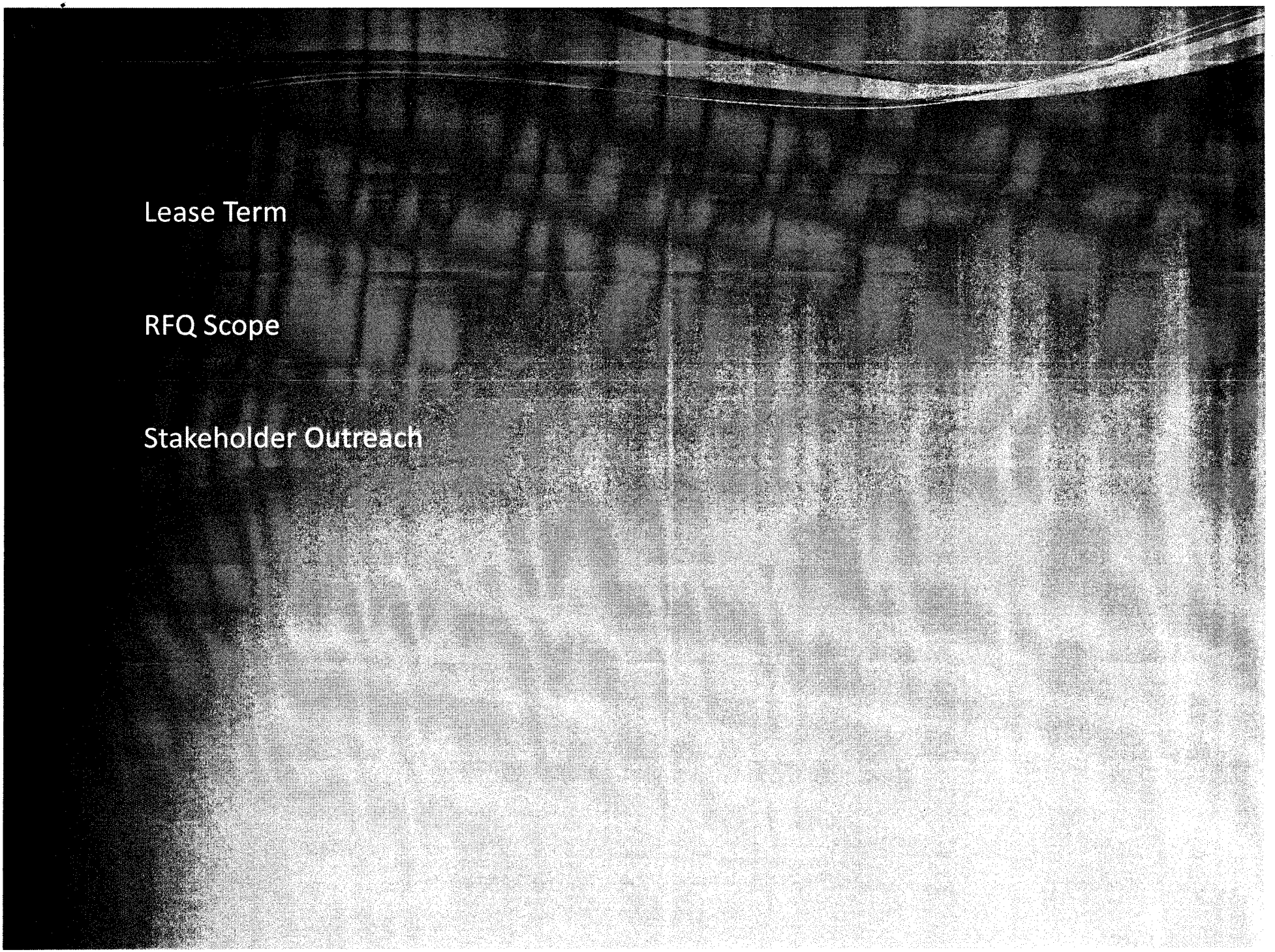
System Reserves for long-term liability:

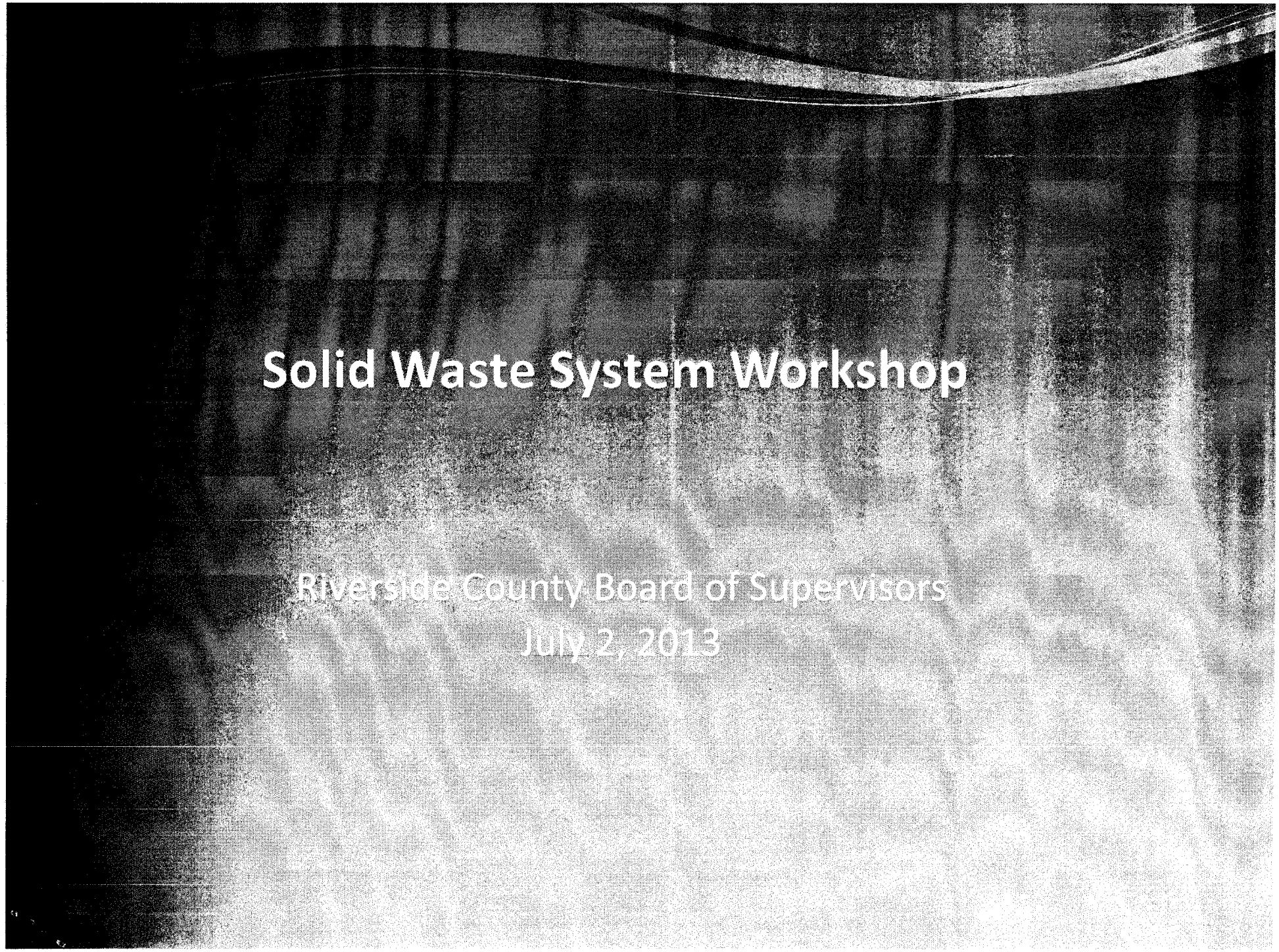
Closure	$27.2M
Post-Closure	$40.9M
Remediation	$21.8M
Total	$89.9M

Operating Fund for capital improvements:

	$43.0M
Total	$132.9M


System Liabilities:
Closure $37.6M
Post-Closure $68.0M
Remediation $39.9M
Total $145.5M


Lease Term
RFQ Scope
Stakeholder Outreach


Solid Waste System Workshop
Riverside County Board of Supervisors
July 2, 2013