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Contract Number  
20-299A-1

SAP Number

## Public Works

Department Contract Representative	Darren Meeka, Deputy Director
Telephone Number	909-386-8703
Contractor	HF&H Consultants, LLC
Contractor Representative	Laith Ezzet
Telephone Number	(949) 251-8902
Contract Term	July 1, 2020 - June 30, 2026 with option for one 1 year extension
Original Contract Amount	\$875,000
Amendment Amount	\$200,000
Total Contract Amount	1,075,000
Cost Center	
Grant Number (if applicable)	

### Briefly describe the general nature of the contract:

Amendment No. 1, dated December 17, 2024 to Agreement No. 20-299, dated May 19, 2020 between the County of San Bernardino and HF&H Consultants, LLC for solid waste consulting services.

Approved as to Legal Form

►   
Jolena Grider, Deputy County Counsel

Date

11/21/24

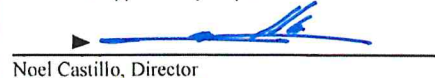
Reviewed for Contract Compliance

►   
Andy Silao, P.E.

Date

11/26/2024

Reviewed/Approved by Department

►   
Noel Castillo, Director

Date

11/27/24

**AMENDMENT NO. 1  
TO AGREEMENT BETWEEN  
SAN BERNARDINO COUNTY AND  
HF&H CONSULTANTS, LLC  
TO PROVIDE SOLID WASTE CONSULTING SERVICES DATED May 19, 2020**

**WHEREAS**, on May 19, 2020 (Item No. 71), the Board of Supervisors ("Board") approved County Contract No. 20-299 with HF&H Consultants, LCC ("Contractor") to provide solid waste consulting services; and

**WHEREAS**, the County and the Contractor desire to amend the contract to add additional funds, exercise the first one-year extension option to extend the contract termination date to June 30, 2026, and amend the following attachment and exhibits:

1. Add Attachment B – Campaign Contribution Disclosure Senate Bill 1439
2. Replace Exhibit 1 – Scope of Work
3. Replace Exhibit 2 – Cost Proposal

**NOW THEREFORE**, in consideration of mutual covenants and conditions, the parties hereto agree to amend the Contract as follows:

1. Section C.48 is added to read as follows:

**C.48 CAMPAIGN CONTRIBUTION DISCLOSURE (SB 1439)**

Contractor has disclosed to the County using Attachment A - Campaign Contribution Disclosure Senate Bill 1439, whether it has made any campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the earlier of: (1) the date of the submission of Contractor's proposal to the County, or (2) 12 months before the date this Contract was approved by the Board of Supervisors. Contractor acknowledges that under Government Code section 84308, Contractor is prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer for 12 months after the County's consideration of the Contract.

In the event of a proposed amendment to this Contract, the Contractor will provide the County a written statement disclosing any campaign contribution(s) of more than \$250 to any member of the Board of Supervisors or other County elected officer within the preceding 12 months of the date of the proposed amendment.

Campaign contributions include those made by any agent/person/entity on behalf of the Contractor or by a parent, subsidiary or otherwise related business entity of Contractor.

2. Section D is amended to read as follows:

**D. TERM OF CONTRACT**

This Contract is effective as of July 1, 2020 and expires June 30, 2026, with the option to extend the Contract for one additional one-year term, unless terminated earlier in accordance with provisions of this Contract. Extension of the term of the Contract requires an amendment approved by the San Bernardino County Board of Supervisors and Contractor.

3. Section F.1 is amended to read as follows:

F.1 The maximum amount of payment under this Contract shall not exceed \$1,075,000. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof, including travel and per diem.

4. Section F.2 is amended to read as follows:

F.2 Each activity under this Contract will be covered by a Task Order and will be billed and paid on a professional classification cost and materials basis for the Contract term utilizing the rates identified in Exhibit "2" Cost Proposal. The Contract amount is projected at an estimated annual cost of \$175,000 per year, however, Contractor may exceed the annual amount, if necessary, to complete the assigned tasks and upon written authorization by the Deputy Director of SWMD. In no case, however, will the amount exceed \$1,075,000 total for the term of the Contract. The total not to exceed Contract amount has been broken down into individual tasks. The amounts allocated for each task may be transferred and adjusted within these tasks with written approval of the Deputy Director of SWMD.

Contractor bears the risk that it may not be able to generate its anticipated (or any) profit in completing its performance of all required items of work required of Contractor under the terms of this Contract, which item of work is not performed by Contractor (including Contractor's agents and subcontractors).

Contractor's "Cost Proposal," attached as Exhibit "2," and the identified Task Order set out the estimate of the cost (including wages) for completing the Scope of Work.

Contractor shall provide County itemized monthly invoices in arrears for services performed under the Contract within twenty (20) days of the end of the previous month. Invoicing for this project shall indicate the project and task numbers. The County shall make payment to Contractor within sixty (60) calendar days after receipt of the invoice or the resolution of any billing dispute.

Notwithstanding any other provision of this Contract (including any attachments), in no event will the County pay late fees or interest to the Contractor on the compensation due to Contractor under the terms of this Contract.

5. Section G.1 is amended to read as follows:

**G.1 Indemnification**

The Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this Contract from the negligent acts, errors or omissions of Contractor and for any costs or expenses incurred by the

County on account of any claim resulting from such negligent acts, errors, or omissions by Contractor except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. The Contractor indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

6. Section L is added as follows:

**L. ELECTRONIC SIGNATURES**

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

7. Attachment B - Campaign Contribution Disclosure Senate Bill 1439 is added, which is attached and incorporated by reference.
8. Exhibit 1 is replaced as attached.
9. Exhibit 2 is replaced as attached.
10. All other terms and conditions of the contract remain in full force and effect.

IN WITNESS WHEREOF, San Bernardino County and the Contractor have each caused this Amendment to be subscribed by its respective duly authorized officers on its behalf.

SAN BERNARDINO COUNTY

► *Dawn Rowe*

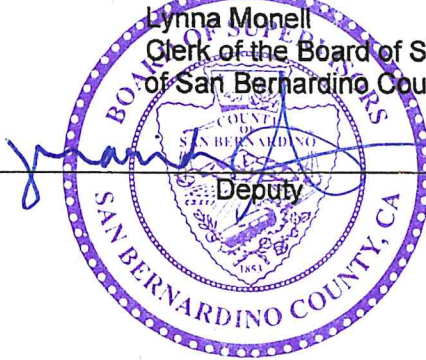
Dawn Rowe, Chair, Board of Supervisors

Dated: DEC 17 2024

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

*Lynna Monell*  
Clerk of the Board of Supervisors  
of San Bernardino County

By



HF&H Consultants, LLC

By

► *Rob Hilton*  
(Authorized signature - sign in blue ink)

Name Rob Hilton

Title President

Dated: November 22, 2024

Address 2081 Business Center Drive, Suite 265  
Irvine, CA 92612

By

► *Laith Ezzet*  
(Authorized signature - sign in blue ink)

Name Laith Ezzet

Title Senior Vice President

Dated: November 22, 2024

## **EXHIBIT 1**

### **SCOPE OF WORK**

#### **BACKGROUND**

The San Bernardino County Department of Public Works – Solid Waste Management Division (SWMD) is responsible for the operation and management of San Bernardino County's solid waste disposal system which consists of five regional landfills and nine transfer stations. SWMD holds solid waste disposal agreements with several San Bernardino County cities and other parties. SWMD contracts with a vendor to assist in the day-to-day operations of the landfills and transfer stations.

SWMD also administers the County's solid waste handling franchise program and the refuse collection permit program which authorizes and regulates trash collection by private haulers in the unincorporated areas. San Bernardino County contracts with the haulers to provide solid waste collection service in its 20 County Franchise Areas ("CFAs").

#### **SCOPE**

HF&H Consultants, LLC (HF&H) shall provide ongoing solid waste consulting services as it relates to sustaining current and long-term disposal system operations. The range of services to provide may include, but are not limited to, the following categories: financial analysis, advice and support for the County's disposal system, periodic updates of long-range financial projections, conducting tonnage audits, general support related to the County's Waste Disposal Agreements (WDAs), financial advisory review, analysis of impacts of legislation/regulations on the waste disposal system, and other support that assists the County in its operation of the disposal system.

SWMD shall request that HF&H Consultants, LLC complete tasks within this scope on an as-needed basis, over a five-year period through June 30, 2026.

#### **TASKS**

Anticipated tasks may include, but are not limited to, the following. Task scopes may be expanded, reduced or eliminated to accommodate SWMD needs within the proposed budget as approved by the Deputy Director of SWMD.

Task A: Annual calculation and rate schedule development for collection services provided in unincorporated areas

Task B: Audits of disposal tonnage, billings, fees and other related areas

Task C: WDA extension negotiations assistance

Task D: Analysis and support related to the WDAs, collection agreements and the system operations agreement

Task E: Financial advisory analysis and support

Task F: Disposal system analysis, gate fee evaluation

Task G: Meetings, briefings, and implementation issues

Task H: Reports on analysis, findings, and recommendations

Task I: Franchise Agreement negotiations to comply with State laws including, but not limited to, AB 1826 and SB 1383

Task J: Assist the County in complying with SB 1383

Task K: Other solid waste analyses

## **EXHIBIT 2 COST PROPOSAL**

### **GENERAL**

This is a fixed ceiling, time and materials contract between the County of San Bernardino and HF&H Consultants, LLC (HF&H) for Solid Waste Consulting Services as provided in Exhibit 1, Scope of Work. The San Bernardino County Solid Waste Management Division (SWMD) may request HF&H to perform consulting services described in this Scope of Work through June 30, 2026, up to a time and materials budget of \$1,075,000. SWMD and HF&H shall discuss and confirm in writing the scope of individual tasks based on SWMD needs and available budget.

The total not to exceed compensation has been broken down into individual tasks. Each task may require more or less effort than initially estimated. The amount allocated for each task may be transferred among tasks, with the total time and materials budget expended on all tasks limited to the six-year \$1,075,000 total compensation.

### **BUDGET ESTIMATE**

The estimated budget to perform the scope of services is shown in the table below. Costs may be shifted among tasks to meet the objectives of SWMD:

Task A: Annual calculation and rate schedule development for collection services provided in unincorporated areas	\$200,000
Task B: Audits of disposal tonnage, billings, fees and other related areas	\$55,000
Task C: WDA extension negotiations assistance	\$50,000
Task D: Analysis and support related to the WDAs, collection agreements and the system operations agreement	\$30,000
Task E: Financial advisory analysis and support	\$50,000
Task F: Disposal system analysis, gate fee evaluation	\$75,000
Task G: Meetings, briefings, and implementation issues	\$30,000
Task H: Reports on analysis, findings, and recommendations	\$40,000
Task I: Franchise Agreement negotiations to comply with State laws	\$200,000
Task J: Develop a plan to assist the County in complying with SB 1383 and various other applicable laws	\$250,000
Task K: Other solid waste analyses	<u>\$95,000</u>
<b>Total Budget for All Tasks</b>	<b>\$1,075,000</b>



## Time and Materials

Hourly rates for professional and administrative personnel through December 31, 2025 are listed below, and will adjust by 3.0% on January 1, 2026. HF&H will bill the County once per month based on the number of hours worked and expenses incurred. Payment is due within 60 days of invoicing.

<u>Position</u>	<u>Rate</u>
Executive	\$325-\$365
Senior Project Manager	\$299-\$320
Manager	\$265-\$295
Senior Associate	\$220-\$260
Associate Analyst	\$195-\$210
Assistant Analyst	\$165-\$185
Administrative Staff	\$125-\$160
Intern Consultant	\$55

Expenses will be billed as follows:

Mileage	Prevailing IRS mileage rate
Outside document reproduction/couriers/postage	Actual
Telephone	No charge
Public conveyances and parking	Actual
Overnight mail and couriers, postage	Actual
All other out-of-pocket expenses	Actual