

**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, Chair, Board of Supervisors

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

HF&H Consultants, LLC  
\_\_\_\_\_

By ►  
\_\_\_\_\_  
(Authorized signature - sign in blue ink)

Name Rob Hilton  
\_\_\_\_\_

Title President  
\_\_\_\_\_

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

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

By ►  
\_\_\_\_\_  
(Authorized signature - sign in blue ink)

Name Laith Ezzet  
\_\_\_\_\_

Title Senior Vice President  
\_\_\_\_\_

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