

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
ACTION AGENDA SUMMARY

DEPT: Environmental Resources

BOARD AGENDA # \*B-6

Urgent

Routine

AGENDA DATE February 12, 2008

CEO Concurs with Recommendation YES  NO

4/5 Vote Required YES  NO

(Information Attached)

SUBJECT:

Approval to Amend the Agreement with Hilton, Farnkopf & Hobson, LLC, for Additional Refuse Rate Consulting Services

STAFF RECOMMENDATIONS:

1. Approve an amendment to the agreement with Hilton, Farnkopf & Hobson, LLC, for additional refuse rate consulting services.
2. Authorize the General Services Agency Director/Purchasing Agent to amend the agreement with Hilton, Farnkopf & Hobson, LLC, for refuse rate consulting services to include developing an alternative methodology for determining maximum solid waste collection charges.

FISCAL IMPACT:

If the proposed amendment to this agreement is approved, the maximum amount to be paid for services provided by Hilton, Farnkopf & Hobson, LLC, under this agreement will not exceed \$199,270. This includes an additional \$87,420 for services to develop an alternative methodology for determining maximum solid waste collection charges. Funds for this purpose are accounted for in the existing Department of Environmental Resources budget from Solid Waste Franchise fees.

(continued on next page)

BOARD ACTION AS FOLLOWS:

No. 2008-111

On motion of Supervisor Monteith, Seconded by Supervisor Grover  
and approved by the following vote,

Ayes: Supervisors: O'Brien, Grover, Monteith, DeMartini, and Chairman Mayfield

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) \_\_\_\_\_ Denied

3) \_\_\_\_\_ Approved as amended

4) \_\_\_\_\_ Other:

MOTION:

THIS ITEM WAS REMOVED FROM THE CONSENT CALENDAR AND PLACED ON  
NON-CONSENT FOR DISCUSSION AND CONSIDERATION



ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

**FISCAL IMPACT (Continued):**

There are adequate appropriations in the budget in the current fiscal year for costs associated with the amendment due to salary savings. The term of this agreement will remain in effect through January 31, 2010, if annual options to renew are exercised.

**DISCUSSION:**

Hilton, Farnkopf & Hobson, LLC (HF&H), has provided consulting services related to solid waste collection rates in Stanislaus County to the Department of Environmental Resources (Department) for approximately 10 years. HF&H assisted the Department in developing the current Refuse Rate Adjustment Policy that was adopted by the Board of Supervisors on October 28, 1997. More recently, an agreement with HF&H for refuse rate consulting services was approved by the Board of Supervisors on January 31, 2006, at a cost of \$35,275 for the period of February 1, 2006, through January 31, 2007, with the option to extend through January 31, 2010, at a cost of \$25,525 annually.

In recent years, the Department has been concerned that the existing solid waste collection rate adjustment methodology is perceived as difficult to understand. That difficulty may be inherent in any approach to rate setting that involves an in-depth analysis of four companies' revenues and expenses for multiple services and an analysis of historical trends to determine reasonable projections for a future period. Further complicating the process are the modifications added over time to try and meet the particular needs of the various stakeholders for things such as rising fuel costs and other changes in the market. The Department regards the current methodology, however, as one that has served the ratepayers and franchise holders well, but in order to simplify the process is proposing to develop an alternative approach to setting collection rates.

To get started, the Department has held preliminary discussions with the franchise holders regarding an index-based methodology. This approach would only require an in-depth review of operational revenues and expenses approximately every three years, a process that is currently done annually. In addition, during the intervening years, adjustments would be determined by a pre-selected combination of consumer or commodity price indices (i.e., index based methodology). This approach could reduce information collection and document preparation expenses for the franchise holders, reduce staff time commitments, and increase the transparency of the process during the intervening years. The base year analysis, which would still take place approximately every three years, would likely be just as demanding and complex as the current process but would be necessary to ensure accuracy.

At the request of the Department, HF&H has proposed to assist staff in the development of this index-based approach for an additional cost of \$87,420. There are adequate funds in the Department budget from Solid Waste Franchise fees along with adequate

appropriations due to salary savings to cover this cost in the current fiscal year. The majority of this work would take place over the next 14 months, however, the agreement would expire in 23 months. The proposed amendment to the multi-year fixed price agreement is included as attachment "A." Department staff would return to the Board by the spring of 2009 to present the alternative rate setting methodology for consideration.

**POLICY ISSUE:**

The Board of Supervisors should determine if amending its agreement with HF&H to develop an alternative refuse rate adjustment methodology is consistent with the Board's priorities of effective partnerships and efficient delivery of public services. Approval to Amend the Agreement with Hilton, Farnkopf & Hobson, LLC, for Additional Refuse Rate Consulting Services  
Page 3

**STAFFING IMPACT:**

In order to control contract cost, existing Department staff will absorb the majority of the responsibility for data collection and review which is a total of at least 176 staff hours of work that will not have to be performed by HF&H.



**GSA PURCHASING AGENT**  
 1010 Tenth Street, Suite 5400, Modesto, CA 95354  
 PO Box 3229, Modesto, CA 95353-3229  
 Phone: (209) 525-6319  
 Fax: (209) 525-7787

**AMENDMENT NO. 3  
 TO  
 PROFESSIONAL SERVICES AGREEMENT**

HILTON FARNKOPF & HOBSON, LLC

Pursuant to Paragraph 17 of the Agreement for Professional Services dated February 10, 2006 (the "Agreement"), and Amended by mutual agreement of both parties, Amendment Number 1 dated December 8, 2006 and Amendment Number 2 dated November 20, 2007, the COUNTY OF STANISLAUS ("County") and HILTON FARNKOPF & HOBSON, LLC ("Consultant") now therefore, agree as follows:

1. Under Exhibit A, Section A – Scope of Work, the following is added after Item 2b:

"c. Consultant shall assist County staff in the development of a new compensation methodology for the franchise refuse collections companies. Tasks performed by the Consultant for this section shall include the calculation of Base Year Rates for all four (4) franchises and the development of a combination of consumer and/or commodity price indices to adjust the base year rates during the intervening years and shall also include, but not be limited to, the following list of tasks:

<b>Task</b>	<b>Description</b>	<b>Meetings</b>
<i>Phase 1</i>	<i>Development of Compensation Methodology</i>	
Task 1	Kick-off meeting with County staff to discuss the timing and finalize the desired outcome of the change in the rate setting methodology	One meeting with County Staff
Task 2	Prepare for and attend County Rate Adjustment Policy (RAP) Committee meetings	One initial meeting (2-3 hrs); Monthly meetings (1-2 hrs) through 2008; Three meetings (1-2 hrs) in 2009.
Task 3	Review drafts of Compensation Methodology	Four (4) half-day meetings with franchise companies and a representative from the County
Task 4	Prepare supporting documentation to be included as part of the Compensation Methodology (templates, examples, etc.)	
<i>Phase 2</i>	<i>Review of "Parallel" Base Rate Calculation</i>	
Task 5	Prepare request for supplemental information from Companies	
Task 6	Kick-off meeting with the County staff and Companies to receive the applications and discuss the process, timing and desired outcome of the parallel review	
Task 7	Review applications for completeness and check for mathematical accuracy	
Task 8	Review of expenses	
Task 8a	Review labor-related costs for reasonableness. Compare productivity to prior year's and industry benchmarks.	
Task 8b	Review vehicle-related costs for reasonableness. Compare productivity to prior year's and industry benchmarks.	
Task 8c	Review other direct costs for reasonableness. Compare to prior year's and industry benchmarks.	
Task 8d	Review general and administrative costs for reasonableness. Compare to prior year's and industry benchmarks.	
Task 8e	Review pass-through costs for reasonableness. Compare to prior year's and industry benchmarks.	

Task	Description	Meetings
Task 8f	Review allocations between County franchised operations and non-County franchised operations, if applicable, to ensure compliance with County-approved methodology.	
Task 8g	Review allocations between lines of business to ensure compliance with County-approved methodology.	
Task 8h	Summarize each Company's adjustments from Tasks 5.4a – 5.4g and prepare an adjusted compensation schedule for each Company.	
Task 8i	Discuss applicable adjustments with each Company. Revise adjustments if necessary.	
Task 8j	Finalize each Company's required compensation	
Task 9	Review of Customer Service Levels & Other Revenue	
Task 9a	Update customer service levels schedule for the most recent information available.	
Task 9b	Review customer service levels for reasonableness by comparing to prior year's data and meetings with the Company.	
Task 9c	Obtain supporting documentation for "other revenue" and review for proper inclusion in the revenue calculations.	
Task 10	Calculation of Base Year Rates	
Task 10a	Prepare a schedule of each Company's required compensation with sub-totals for each of the pre-determined components of each rate. Calculate the % of the total compensation for each component.	
Task 10b	Using the service level information from Task 5.5, determine the proper rate change to meet each Company's required compensation.	
Task 10c	Using the percentages calculated in Task 5.6a prepare a schedule allocating each rate into the proper components.	
Task 10d	Review the new rates with the Companies	
Phase 3	<i>Communication of Findings</i>	
Task 11	Prepare draft report and submit to County staff for review	
Task 12	Incorporate changes from County review and prepare the final report	
Task 13	Attend Board of Supervisors Meetings (2)	Attend two Board meetings

2. Under Exhibit A, Section A – Scope of Work the following Item 7 is added:

“Consultant shall if requested by the County, provide assistance to County staff in resolving additional franchise issues that may arise during the transition from the current annual cost of service analysis to the multiple indices rate adjustment approach.”

3. Under Exhibit B, “Project Cost” the following is added after the task schedule:

“ The below not to exceed amounts are for work and tasks performed in each phase.

Task	Description	Not to Exceed Price
<b>Phase 1</b>	<b><i>Development of Compensation Methodology</i></b>	
Task 1	Kick-off meeting with County staff to discuss the timing and finalize the desired outcome of the change in the rate setting methodology	
Task 2	Prepare for and attend County Rate Adjustment Policy (RAP) Committee meetings	
Task 3	Review drafts of Compensation Methodology	
Task 4	Prepare supporting documentation to be included as part of the Compensation Methodology (templates, examples, etc.)	
<b>Total</b>		<b>\$26,640.00</b>
<b>Phase 2</b>	<b><i>Review of “Parallel” Base Rate Calculation</i></b>	
Task 5	Prepare request for supplemental information from Companies	

Task	Description	Not to Exceed Price
<b>Phase 2</b>	<b>Review of "Parallel" Base Rate Calculation (continued)</b>	
Task 6	Kick-off meeting with the County staff and Companies to receive the applications and discuss the process, timing and desired outcome of the parallel review	
Task 7	Review applications for completeness and check for mathematical accuracy	
Task 8	Review of expenses	
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Task 8f	Review allocations between County franchised operations and non-County franchised operations, if applicable, to ensure compliance with County-approved methodology.	
Task 8g	Review allocations between lines of business to ensure compliance with County-approved methodology.	
Task 8i	Discuss applicable adjustments with each Company. Revise adjustments if necessary.	
Task 8h	Summarize each Company's adjustments from Tasks 5.4a – 5.4g and prepare an adjusted compensation schedule for each Company.	
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Task 10c	Using the percentages calculated in Task 5.6a prepare a schedule allocating each rate into the proper components.	
Task 10d	Review the new rates with the Companies	
<b>Total</b>		<b>\$42,780.00</b>
<b>Phase 3</b>	<b>Communication of Findings</b>	
Task 11	Prepare draft report and submit to County staff for review	
Task 12	Incorporate changes from County review and prepare the final report	
Task 13	Attend Board of Supervisors Meetings (2)	
<b>Total</b>		<b>\$13,300.00</b>

Task	Description	Not to Exceed Price
	Engagement Management	\$3,100.00
	Out-of-Pocket Expenses (Travel and Copying)	\$1,600.00
<b>TOTAL</b>	<b>Item 2.c. of the Exhibit A – Scope of Work</b>	<b>\$87,420.00</b>

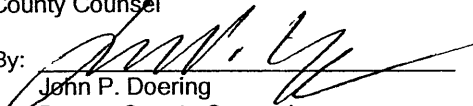
4. Pursuant to Part B ("Compensation"), of Exhibit A, as amended in Amendment Number 1 dated December 8, 2006, the parties agree to amend the last paragraph to read:

"The parties hereto acknowledge that the maximum amount to be paid by the County for services provided shall not exceed \$35,275.00 for the first year, \$25,525.00 for the second year, and shall **not exceed a cumulative amount \$138,470.00** for the third and fourth year of this Agreement including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Contractor to perform or to assist in the performance of its work under this Agreement."

5. Pursuant to Part D of Exhibit A to this Agreement, as amended in Amendment Number 1 dated December 8, 2006 and Amendment 2 dated November 20, 2007, the parties agree to extend the Agreement through **January 31, 2010**, at which time this Agreement shall terminate.

Except as stated herein, all other terms and conditions of the Agreement remain unchanged.

In witness whereof, the parties have executed this Amendment on the date written above.

<p><b>COUNTY OF STANISLAUS</b></p> <p>By: _____                  Julie A. Mefferd                  GSA Purchasing Agent / Director                    "County"</p> <p>Date: _____</p>	<p><b>HILTON FARNKOPF &amp; HOBSON, LLC</b></p> <p>By: _____                  Name                  Title                    "Consultant"</p> <p>Date: _____</p>
<p>APPROVED AS TO CONTENT:                  Department of Environmental Resources</p> <p>By: _____                  Sonya K. Harrigfeld                  Director</p>	
<p>APPROVED AS TO FORM:                  Michael H. Krausnick                  County Counsel</p> <p>By:                   John P. Doering                  Deputy County Counsel</p>	



**GSA PURCHASING AGENT**

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1. Under Exhibit A, Section A – Scope of Work, the following is added after Item 2b:

"c. Consultant shall assist County staff in the development of a new compensation methodology for the franchise refuse collections companies. Tasks performed by the Consultant for this section shall include the calculation of Base Year Rates for all four (4) franchises and the development of a combination of consumer and/or commodity price indices to adjust the base year rates during the intervening years and shall also include, but not be limited to, the following list of tasks:

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2. Under Exhibit A, Section A – Scope of Work the following Item 7 is added:

“Consultant shall if requested by the County, provide assistance to County staff in resolving additional franchise issues that may arise during the transition from the current annual cost of service analysis to the multiple indices rate adjustment approach.”

3. Under Exhibit B, “Project Cost” the following is added after the task schedule:

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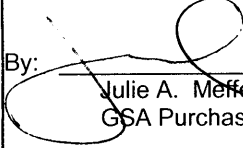
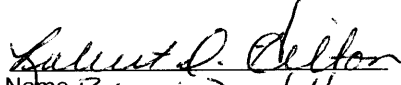
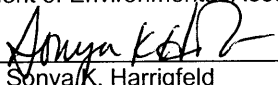
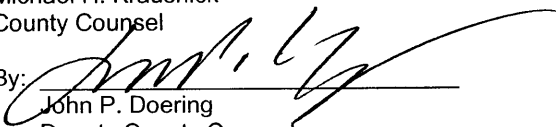
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Except as stated herein, all other terms and conditions of the Agreement remain unchanged.

In witness whereof, the parties have executed this Amendment on the date written above.

<p><b>COUNTY OF STANISLAUS</b></p> <p>By:                   Julie A. Mefferd                  GSA Purchasing Agent / Director</p> <p>Date: <u>3/6/08</u> "County"</p>	<p><b>HILTON FARNKOPF &amp; HOBSON, LLC</b></p> <p>By:                   Name <u>Robert D. Hilton</u>                  Title <u>President</u></p> <p>Date: <u>2/25/08</u> "Consultant"</p>
<p>APPROVED AS TO CONTENT:                  Department of Environmental Resources</p> <p>By:                   Sonya K. Harrigfeld                  Director</p>	
<p>APPROVED AS TO FORM:                  Michael H. Krausnick                  County Counsel</p> <p>By:                   John P. Doering                  Deputy County Counsel</p>	