



ENVIRONMENTAL BUSINESS SERVICES

January 7, 2019

Ms. Terri Graham, Solid Waste Director
Mr. Ed Fox, Deputy Solid Waste Director
Baldwin County Solid Waste Department
15140 County Road 49
Summerdale, AL 36580

Subject: Solid Waste Authority Feasibility Study

Thank you for allowing our company, Cooper & Associates, LLC d/b/a Environmental Business Services, the opportunity to offer our services to you.

Environmental Business Services ("EBS") is unique among solid waste service consulting firms. EBS offers a comprehensive array of consulting services for the solid waste industry. EBS customers in the public sector include cities, counties, regional solid waste authorities and utilities. In the private sector EBS has worked with closely held private corporations, investment-banking groups, family owned operations and individual investors.

EBS' Solid waste authority consulting clients have included the City of Mobile Solid Waste Authority, Mobile County Solid Waste Authority, Harrison County Utility Authority (Biloxi, Mississippi area) and the Washington County Solid Waste Authority.

EBS has been providing innovative and sound advice to its clients for over eighteen (18) years.

Please let us know if you have any questions regarding this Proposal or other solid waste issues. Information regarding the experience and qualifications for our firm is attached for your review.

Sincerely,

JIM MCNAUGHTON

Environmental Business Services

PROPOSAL APPROACH - Solid Waste Authority Feasibility Study

The goal of this Solid Waste Authority Feasibility Study would be to identify and evaluate opportunities to increase the efficiency and effectiveness of the County's solid waste services by the formation of a Solid Waste Authority.

- ❖ Phase 1 Project Initiation – The purpose of this Phase will be to meet those members of the solid waste department and Baldwin County Commission that would be impacted by the results of the Study.
- ❖ Phase 2 Data Gathering - The purpose of this Phase will be to acquire relevant statutory, regulatory and other information required to analyze solid waste authorities in Alabama. Information will include pertinent laws, regulations and other facts relevant to Baldwin County.
- ❖ Phase 3 Analysis – The purpose of this Phase will be to analyze the information collected and evaluate it for opportunities to maximize improvements and optimize efficiencies/effectiveness for Baldwin County.
- ❖ Phase 4 Report and Presentation – A final printed report and presentation would be presented and reviewed with appropriate County personnel. Topics of the final report will include:
 - Background and history of solid waste authorities (“SWA”) in Alabama
 - Options for solid waste authority formation
 - Advantages/disadvantages of differing SWA formation types and SWA versus non-SWA organizations
 - Conceptual approaches to SWA formation
 - Opportunities unique to SWAs
 - Goals
 - Process to form a SWA
 - Recommendations

METHODOLOGIES & PROPOSAL CONDITIONS

The scope of work of this proposal would be governed by the terms hereof consistent with the Master On Call Contract for Professional Services dated May 2016 between Baldwin County and EBS.

Quality Assurance: EBS advocates a total quality management philosophy and endeavors to continuously improve the quality of its services and processes. Key factors of EBS' quality assurance are the involvement of management, County staff, suppliers, and customers, in order to meet or exceed County expectations.

Scope of Work. The Consultant shall work under the direction of and consultation with the County Solid Waste Director and Deputy Director (the "County Contact"). Consultant will not exceed the costs outlined in this Proposal without the prior written consent by email or letter from the County Contact. For other services requested and approved by the County Contact, the County shall pay the Consultant a fee of \$150.00 per billable hour (the "Fees") and reimburse the Consultant for out of pocket business and travel expenses including mileage (the "Expenses") for the Services. The Consultant shall submit to the County monthly invoices to correspond to progress completed on the Services. The County agrees to review and approve invoices submitted for payment in a timely manner.

Warranties. The Consultant warrants to County for a period of one (1) year following delivery by Consultant of its final approved work product (the "Warranty Period") and that the work performed herein shall be in accordance with good business practices and standards established for such work of a similar nature. Consultant's liability in regard to the corrections of any deficiencies in the work attributable to consulting services performed herein during the Warranty Period shall be limited to revision or re-performance, without charge, of any work performed under this Agreement that can be shown to be faulty. The foregoing warranties and remedies for breach thereof are exclusive and conditioned upon timely notification within the Warranty Period by County. Consultant gives them in lieu of any and all other remedies, guarantees, and warranties, express or implied. There is no warranty of merchantability nor warranty of fitness for a particular purpose. The warranties and rights herein are County's exclusive rights under the Agreement.

In the event the County implements strategies or makes business decisions based on any opinions, advice or assistance of EBS, the County does so at its own risk and without any recourse against EBS. Likewise, the County hereby releases EBS from any and all liability flowing from the County's declining to follow any advice or recommendations of EBS. In any event, EBS shall not be liable for any indirect, consequential, special, incidental, and/or punitive damages of any kind or nature under any circumstances. To the extent allowed by law, the County shall indemnify, defend, and hold harmless EBS from and against all loss, liability, claim, damage (including incidental and consequential damages) or expense (including costs of investigations and defense and reasonable attorney's fees) whether or not involving third party claims, arising directly or indirectly from or in connection with any breach by EBS or by the County of any terms of this Agreement, EBS's performance of the Services, or otherwise relating to the County, but excluding acts of EBS's negligence or willful misconduct. The indemnification obligations of this Section shall survive termination of this Agreement.

VENDOR GENERAL INFORMATION

Consultant Name:

Cooper & Associates, LLC
d/b/a Environmental Business Services
Mississippi Limited Liability Company, Formed September 1998
Registration with the Alabama Secretary of State Office on March 5, 2008 and
is currently in good standing with the Alabama Secretary of State

Principal Contact Person:

Jim McNaughton
5016 West Concord Road
Brentwood, Tennessee 37027
Phone: 615-594-2299
Website: www.environmentalbusinessservices.com
Email: jimmcnaughton@comcast.net

Insurance Coverage (listed below are our standard insurance coverage. If additional insurance is required, EBS will use commercially reasonable efforts to secure additional coverage):

Business Liability	\$2,000,000.00
Products – Completed Operations	\$4,000,000.00
General Aggregate	\$4,000,000.00

EXPERIENCE OF PROJECT TEAM

Solid Waste Authority Consultation and Representation by EBS includes (past and present):

- Mobile County Solid Waste Authority (10 years)
- City of Mobile Solid Waste Authority (4 years and ongoing)
- Harrison County Utility Authority (Biloxi, Mississippi area) (2 years)
- Washington County Solid Waste Authority (11 years and ongoing)

Jim McNaughton will be the leader of the Project Team and the person with the responsibility for completing most of the work as well as the primary contact for the County and general public. Jim brings to EBS more than 30 years of solid waste industry experience. During that time, he has managed some 20 solid waste collection companies, transfer stations and modern landfills. His ultimate management responsibility culminated in the management of a geographical area including 16 office locations with solid waste collection companies, transfer stations and landfills comprised of over 200 routes, 600 employees and an annual budget over \$140.0 million. He is well versed in landfill development, solid waste collection systems, contract negotiation and administration, as well as bid document preparation and response, recycling services, business development, municipal relations, routing, budgeting, sales, material recovery facilities, equipment, maintenance, and safety issues. Jim has completed countless such reviews for public and private sector clients. He has completed this work in ten (10) states dealing with the different intricacies of local ordinances, state laws and regulations and also sometimes volatile political and public relations environments. Jim has completed extensive solid waste and environmental training. Jim is a graduate of the University of Georgia with a Bachelor of Environmental Health degree.

Jeffrey Allen, P.E. Mr. Allen is a Senior Principal Engineer with Allen Engineering and Science and is skilled in the management of large and complex projects including coordinating schedules and budgets. Mr. Allen has performed comprehensive solid waste planning including planning, permitting, and designing Subtitle - D Solid Waste Landfills. Mr. Allen has performed numerous solid waste facility design and construction projects. Mr. Allen is associated with the firm and relied on for his specific expertise as required. Allen Engineering and Science has a Mobile, Alabama Office located at 775 N. University Boulevard, Suite 270 Mobile, AL 36608

Jane McNaughton. Jane McNaughton has over 20 years of experience in the marketing of financial services. She has been elected and served in differing capacities, including Budget Chairman and Audit Committee Chairman, for financial industry association boards. She is experienced in contract administration in the solid waste industry. She holds both a BBA and an MBA in Business Administration from Millsaps College.