

**AMENDMENT NO. 1
TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR**

THIS AMENDMENT, effective as of the date last written below, is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and Pacific Petroleum California, Inc, a general California stock corporation, with a principal address at 1615 East Betteravia Road Center Drive, Santa Maria, CA 93454 (hereafter HAULER).

WHEREAS, the parties hereto, on March 5, 2024, entered into an agreement for performance of professional services by HAULER in connection with the hauling CMU contact wastewater during the wet season as a measure to comply with regulatory requirements, as well other liquids such as landfill groundwater, landfill leachate, landfill gas condensate and various sludges for disposal (waste fluids) from the Tajiguas Landfill and ReSource Center (the "Original Agreement"); and

WHEREAS, is it necessary to amend the scope of work to include the provision of labor services for the purpose of operating County furnished equipment; and

WHEREAS, it is necessary to extend the term on the agreement to June 30, 2025.

NOW THEREFORE, the parties hereto agree as follows:

A. Paragraph 4 "TERM" of the Agreement shall be amended to read:

4. **TERM**

HAULER shall commence performance on March 5, 2024 and end performance no later than June 30, 2025 unless otherwise directed by COUNTY or unless earlier terminated.

B. Paragraph 6 "INDEPENDENT CONTRACTOR" of the Agreement is hereby amended to read:

6. **INDEPENDENT CONTRACTOR**

It is mutually understood and agreed that HAULER (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent contractor as to COUNTY and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have the right to control, supervise, or direct the manner or method by which HAULER shall perform its work and function as may be required due to environmental limitations related to storm water and endangered species. COUNTY shall also retain the right to administer this Agreement so as to verify that HAULER is performing its obligations in accordance with the terms and conditions hereof. HAULER understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative

leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. HAULER shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, HAULER shall be solely responsible and hold COUNTY harmless from all matters relating to payment of HAULER's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, HAULER may be providing services to others unrelated to the COUNTY or to this Agreement. Notwithstanding any of the above, HAULER agrees to use best practices in the completion of the work performed pursuant to this agreement.

C. Paragraph 7 "STANDARD OF PERFORMANCE" of the Agreement is hereby amended to read:

7. STANDARD OF PERFORMANCE

HAULER represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, HAULER shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which HAULER is engaged. All products of whatsoever nature, which HAULER delivers to COUNTY pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in HAULER's profession. HAULER shall correct or revise any errors or omissions, at COUNTY's request without compensation. Permits and/or licenses shall be obtained and maintained by HAULER without compensation. HAULER hereby covenants and agrees to hold harmless and immediately reimburse COUNTY for any damages HAULER causes to COUNTY property or equipment. HAULER shall be responsible for all reasonable attorney fees and costs that COUNTY incurs in order to enforce the provisions of this Agreement.

D. Except as expressly amended herein, the Original Agreement shall remain in full force and effect.

//

//

//

//

//

IN WITNESS WHEREOF, the parties have executed this Amendment to be effective on the date executed by COUNTY.

ATTEST:

Mona Miyasato
County Executive Officer
Ex-Officio Clerk of the Board

By: _____
Deputy Clerk

COUNTY OF SANTA BARBARA:

By: _____
Steve Lavagnino
Chair, Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

Chris Sneddon, PE, GE
Public Works Department

By: DocuSigned by:
Chris Sneddon
3A1B4AE31564AE
Department Head

HAULER:

Patriot Environmental Services,
Incorporated

By: DocuSigned by:
John Hochleutner
507E4C0F9EBE4BE
Authorized Representative

Name: John Hochleutner

Title: President

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

By: DocuSigned by:
Johannah Hartley
C150A3FB83F7454
Johannah Hartley
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: DocuSigned by:
C. Ed Price
A99ED5BD71D04FB
Ed Price
Deputy

APPROVED AS TO FORM:

Gregory Milligan, ARM
Risk Manager

By: DocuSigned by:
Greg Milligan
05E555F00269466
Risk Management