

THIRD AMENDMENT TO AGREEMENT
FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AMENDMENT TO AN AGREEMENT is entered into by and between the:

COUNTY OF SANTA BARBARA, CALIFORNIA
hereinafter referred to as "COUNTY", and

CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.,
Hereinafter referred to as "CONTRACTOR",

WHEREAS, COUNTY and CONTRACTOR have an existing Agreement dated July 5, 2005 for the transportation and management of hazardous waste collected through County programs and facilities;

NOW, THEREFORE, IT IS AGREED as follows:

1. The Agreement is amended by replacing Section 4 as follows:
 4. **TERM.** CONTRACTOR shall commence performance on July 5, 2005 and end performance upon completion, but no later than June 30, 2012 unless otherwise directed by COUNTY or unless earlier terminated.
2. The Agreement is amended to replace Paragraph A of EXHIBIT B, PAYMENT ARRANGEMENTS as follows:
 - A. For CONTRACTOR services to be rendered under this contract, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$2,877,810.
3. The Agreement is amended by attaching Attachment B1 (Schedule of Fees for FY 10/11).

Third Amendment to Agreement for Services of Independent Contractor between the County of Santa Barbara and Clean Harbors Environmental Services, Inc.

4. The Agreement is amended to replace Paragraph B of EXHIBIT B, PAYMENT ARRANGEMENTS as follows:
 - B. Payment for services and/or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by COUNTY. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, and hourly rates for personnel, as defined in **Attachment B1** (Schedule of Fees for FY 10/11). Invoices submitted for payment that are based upon **Attachment B1** must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **EXHIBIT A**.

For FY 11/12, the rates contained in Schedule of Fees for FY 10/11 will be escalated July 1, 2011 by computing the percentage change in the CPI Index for each February 1, available March 1, 2011, from the index level as of the date thereof, and multiplying the applicable amount to be escalated by such percentage change. CPI Index means the Pacific Cities and U.S City Average All-Items (Los Angeles-Anaheim-Riverside) (All Urban Consumers 1982-84=100) compiled and published by the United States Department of Labor, Bureau of Labor Statistics.

5. The Agreement is amended to replace Attachment A1: Waste Transportation and Treatment Methods with an updated list of facilities used to manage the collected waste.
6. Except as provided herein, said Agreement shall continue in full force and effect.

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

COUNTY OF SANTA BARBARA

Date: _____

By: _____
Janet Wolf, Chair
Board of Supervisors

Third Amendment to Agreement for Services of Independent Contractor between the County of Santa Barbara and Clean Harbors Environmental Services, Inc.

ATTEST:
MICHAEL F. BROWN
CLERK OF THE BOARD

CONTRACTOR, Clean Harbors
Environmental Services, Inc.

By: _____
Deputy

By: _____
Soc Sec or Tax ID Number: _____

APPROVED AS TO FORM:
DENNIS MARSHALL,
COUNTY COUNSEL

APPROVED AS TO ACCOUNTING
FORM: ROBERT W. GEIS, CPA
AUDITOR-CONTROLLER

By: _____
Deputy

By: _____
Deputy

APPROVED AS TO FORM:
RISK MANAGER

By: _____
Risk Manager