

## **AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR**

**THIS AGREEMENT** (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and Clean Harbors Environmental Services, Inc. having its principal place of business at 42 Longwater Drive, Norwell, MA 02061, with a local address at 880 West Verdulera Street, Camarillo, CA 93010 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

**WHEREAS**, CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to perform the special services required by COUNTY and COUNTY desires to retain the services of CONTRACTOR pursuant to the terms, covenants, and conditions herein set forth;

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

### **1. DESIGNATED REPRESENTATIVE**

Noah Beyeler at phone number (805) 934-6200 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Jennifer McLaughlin at phone number (805) 914-1472 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

### **2. NOTICES**

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To COUNTY:	Noah Beyeler Santa Barbara County Agricultural Commissioner's Office 624 W. Foster Road, Suite E Santa Maria, CA93455
To CONTRACTOR:	Jennifer McLaughlin Technical Services District Manager Clean Harbors Environmental Services, Inc. 880 Verdulera Street Camarillo, CA 93010
WITH A COPY TO:	Clean Harbors Environmental Services, Inc. General Counsel, Urgent Contract Matter 42 Longwater Drive Norwell, MA 02061

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

### **3. SCOPE OF SERVICES**

CONTRACTOR agrees to provide services to COUNTY in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

#### **4. TERM**

The term of this Agreement ("Term") shall commence upon the first date that this Agreement is duly executed by all of the parties hereto ("Effective Date") and shall terminate on June 30, 2026, unless earlier terminated in accordance with the provisions of this Agreement.

#### **5. COMPENSATION OF CONTRACTOR**

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to the address given in Section 2 NOTICES above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

#### **6. INDEPENDENT CONTRACTOR**

It is mutually understood and agreed that CONTRACTOR (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 no right to control, supervise, or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions hereof. CONTRACTOR 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. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR'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, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

#### **7. STANDARD OF PERFORMANCE**

CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR 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 CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions, at COUNTY'S request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

#### **8. DEBARMENT AND SUSPENSION**

CONTRACTOR certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

#### **9. TAXES**

CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes

plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

#### **10. CONFLICT OF INTEREST**

CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR. CONTRACTOR must promptly disclose to COUNTY, in writing, any potential conflict of interest. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

#### **11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY**

COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any of such items to other parties except after prior written approval of COUNTY.

Unless otherwise specified in Exhibit A, CONTRACTOR hereby assigns to COUNTY all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or developed by CONTRACTOR for the purposes of this Agreement (collectively referred to as "Copyrightable Works and Inventions"). COUNTY shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. CONTRACTOR warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless COUNTY against any claim that any Copyrightable Works or Inventions or other items provided by CONTRACTOR hereunder infringe upon intellectual or other proprietary rights of a third party, and CONTRACTOR shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

#### **12. NO PUBLICITY OR ENDORSEMENT**

CONTRACTOR shall not use COUNTY's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. CONTRACTOR shall not use COUNTY's name or logo in any manner that would give the appearance that the COUNTY is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of or in the name of COUNTY. CONTRACTOR shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the COUNTY or its projects, without obtaining the prior written approval of COUNTY.

#### **13. COUNTY PROPERTY AND INFORMATION**

All of COUNTY's property, documents, and information provided for CONTRACTOR's use in connection with the services shall remain COUNTY's property, and CONTRACTOR shall return any such items whenever requested by COUNTY and whenever required according to the Termination section of this Agreement. CONTRACTOR may use

such items only in connection with providing the services. CONTRACTOR shall not disseminate any COUNTY property, documents, or information without COUNTY's prior written consent.

#### **14. RECORDS, AUDIT, AND REVIEW**

CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

If federal, state or COUNTY audit exceptions are made relating to this Agreement, CONTRACTOR shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from COUNTY, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

#### **15. INDEMNIFICATION AND INSURANCE**

CONTRACTOR agrees to the indemnification and insurance provisions as set forth in EXHIBIT C attached hereto and incorporated herein by reference.

#### **16. NONDISCRIMINATION**

COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

#### **17. NONEXCLUSIVE AGREEMENT**

CONTRACTOR understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the COUNTY desires.

#### **18. NON-ASSIGNMENT**

CONTRACTOR shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of COUNTY, which shall not be unreasonably withheld, and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

#### **19. TERMINATION**

- A. By COUNTY. COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein.

1. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.
  2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term, but COUNTY shall remain responsible for payment for services performed prior to such termination.
  3. **For Cause.** Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.
- B. By CONTRACTOR. Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option terminate this Agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.
- C. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

## **20. SECTION HEADINGS**

The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

## **21. SEVERABILITY**

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**22. REMEDIES NOT EXCLUSIVE**

No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

**23. TIME IS OF THE ESSENCE**

Time is of the essence in this Agreement and each covenant and term is a condition herein.

**24. NO WAIVER OF DEFAULT**

No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

**25. ENTIRE AGREEMENT AND AMENDMENT**

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

**26. SUCCESSORS AND ASSIGNS**

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

**27. COMPLIANCE WITH LAW**

CONTRACTOR shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY is a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

**28. CALIFORNIA LAW AND JURISDICTION**

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

**29. EXECUTION OF COUNTERPARTS**

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

### **30. AUTHORITY**

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

### **31. SURVIVAL**

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

### **32. PRECEDENCE**

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

## **EXHIBIT A**

### **STATEMENT OF WORK**

#### **A. Overview of Services**

County has engaged Contractor to provide the following services, which are more specifically described in the Services section below:

The collection and disposal of pesticides determined by County, at a time and location to be agreed upon between the County and the Contractor, in accordance with all applicable laws and regulations.

#### **B. Services**

Contractor shall perform the following services:

Contractor will provide the County services for a one-day Pesticide Collection and Disposal Event. Contractor will convene with County and discuss available dates for the disposal event to take place between January 1, 2026 and June 30, 2026.

The event will preferably occur at the Santa Ynez Valley Recycling & Transfer Station at 4004 Foxen Canyon Road in Los Olivos, or Contractor will convene with County and discuss an alternative available location for the disposal event to take place.

Contractor will integrate feedback received from County regarding total number of people and companies wishing to dispose of pesticides, total amount of pesticide to be disposed of, and types of pesticides to be disposed of. If any pesticides are of unknown identity, Contractor will assist county with planning disposal of these pesticides. Contractor will collaborate with County regarding hazardous waste requirements for transportation including bills of lading and hazardous waste disposal permitting.

Prior to the event, Contractor will provide the County with a Site Specific Health and Safety Plan specific to the Pesticide Collection and Disposal Event.

During the event, Santa Barbara County farmers and other businesses can bring the legally allowed amount of pesticides for collection and disposal. Contractor shall provide an adequate number of qualified personnel capable of collecting, sorting, inspecting, identifying, packaging, labeling, transporting, disposing, and documenting the pesticide waste materials collected during the event. The County will provide personnel to verify participant identity and perform traffic control.

Contractor will accept drop-off of pesticides on an agreed upon date, and will provide all supplies, equipment, and personnel to perform site set-up, breakdown, collection, packaging, transportation, and disposal of all waste pesticides collected, in accordance with all applicable laws and regulations. Contractor will be responsible for the proper identification and classification of all pesticide waste material received.

Following removal of the collected material, Contractor will clear the site of all equipment and restore the site to its original condition. Any contaminated soil generated as a result of the on-site operations will be properly packaged and disposed of at an appropriate facility by the Contractor.

Contractor will report back to the County with the total amount of pesticide disposed of and a complete itemized receipt for all costs associated with the pesticide disposal event.



## EXHIBIT B

### PAYMENT ARRANGEMENTS

#### Compensation upon Completion (with attached Schedule of Fees)

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed **\$200,000.00**.
- 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, overhead charges and hourly rates for personnel, as defined in **Attachment B1** (Schedule of Fees). 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**.
- C. Upon completion of the work detailed in **EXHIBIT A** and/or delivery to COUNTY of item(s) specified therein, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed. This invoice or certified claim must cite the assigned Board Contract Number. COUNTY DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and/or the item(s) delivered and if found to be satisfactory and within the cost basis of **Attachment B1** shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.
- D. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

## ATTACHMENT B-1

### SCHEDULE OF FEES

#### QUOTE SUMMARY

Description	Estimated Amount
TASK 1: MOBILIZATION FOR 10 PERSONNEL	\$5,750.00
TASK 2: ONSITE LABOR	\$6,075.00
TASK 3: DISPOSAL	\$30,237.50
TASK 4: CYLINDER DISPOSAL **	Itemized Pricing Below
TASK 5: MOBILIZATION FOR ADDITIONAL LABOR (PER PERSON) \$525.00 per shift, estimated 1 shift	\$525.00
<b>Subtotal</b>	<b>\$42,587.50</b>
<b>Estimated Recovery Fee</b>	<b>\$9,284.08</b>
<b>Estimated Waste Fee</b>	<b>\$1.37</b>
<b>Estimated CARRAA Fee</b>	<b>\$1,064.69</b>
<b>ESTIMATED QUOTE TOTAL *</b>	<b>\$53,154.50</b>

\* Quote total is an estimate. Final billing will be based upon actual quantities of resources used and/or volumes of waste produced in performance of the quoted services.

\*\* Task quantities are not estimated. Final billing will be based upon actual quantities of resources used and/or volumes of waste produced in performance of the quoted services.

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# **TASK 1: MOBILIZATION FOR 10 PERSONNEL**

<b>TASK 1: TOTAL LABOR, EQUIPMENT, AND MATERIAL</b>	<b>\$5,750.00</b>
Estimated Recovery Fee	\$1,253.50
Estimated CARRAA Fee	\$143.75
<b>Estimated total, including Fees</b>	<b>\$7,147.25</b>

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# **TASK 2: ONSITE LABOR**

## **LABOR, SUPPLIES, AND EQUIPMENT**

<b>Amount</b>	<b>Description</b>	<b>Qty/UOM</b>	<b>Days</b>	<b>Unit Price</b>	<b>Extended Total</b>
2	Chemist	8 hour	1	\$65.00	\$1,040.00
2	Chemist Overtime	0 hour	1	\$97.50	\$0.00
2	Equipment Operator	8 hour	1	\$60.00	\$960.00
2	Equipment Operator, Overtime	0 hour	1	\$90.00	\$0.00
6	Field Technician	8 hour	1	\$60.00	\$2,880.00
0	Field Technician Overtime	0 hour	1	\$90.00	\$0.00
1	Forklift, 2,000Lb Capacity	8 hour	1	\$65.00	\$520.00
10	Modified Level D (Tyvek and Boots)	1 each	n/a	\$35.00	\$350.00
1	Tent, 10'x10'	1 day	n/a	\$150.00	\$150.00
1	Poly Sheet, 6mil 20ft x 100ft	1 each	n/a	\$175.00	\$175.00
<b>Total</b>					<b>\$6,075.00</b>

<b>TASK 2: TOTAL ESTIMATE</b>	<b>\$6,075.00</b>
Estimated Recovery Fee	\$1,324.35
Estimated CARRAA Fee	\$151.88
<b>Estimated total, including Fees</b>	<b>\$7,551.23</b>

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# **TASK 3: DISPOSAL**

## **DISPOSAL**

Profile/Waste Code	Waste Description	Qty	UOM	Price	Total
D90K	HIGHER TOXICITY LIQUIDS FOR INCINERATION	1600	pounds	\$2.00	*\$3,200.00
D92K	HIGHER TOXICITY SOLIDS FOR INCINERATION	800	pounds	\$2.00	*\$1,600.00
LCCR	LABPACK FOR INCINERATION	11000	pounds	\$2.25	*\$24,750.00
LRCT	LABPACK REACTIVES FOR INCINERATION	250	pounds	\$2.75	*\$687.50
				<b>Total</b>	<b>\$30,237.50</b>

Transportation price is included in the disposal price.

\*The following minimum price(s) will apply:

Profile/Waste Code	UOM	Minimum Price
D90K	55 gallon drum	\$313.00
D90K	30 gallon drum	\$234.75
D90K	15 gallon drum	\$187.80
D90K	5 gallon pail	\$125.00
D92K	55 gallon drum	\$313.00
D92K	30 gallon drum	\$234.75
D92K	15 gallon drum	\$187.80
D92K	5 gallon pail	\$125.00
LCCR	flex bin	\$1,169.00
LCCR	55 gallon drum	\$334.00
LCCR	30 gallon drum	\$250.50
LCCR	15 gallon drum	\$200.40
LCCR	5 gallon pail	\$125.00
LRCT	55 gallon drum	\$428.00
LRCT	30 gallon drum	\$321.00
LRCT	15 gallon drum	\$256.80
LRCT	5 gallon pail	\$150.00

#### LABOR, SUPPLIES, AND EQUIPMENT

Amount	Description	Qty/UOM	Days	Unit Price	Extended Total
39	55 Gal / 205 Litre Open Head Poly, Reconditioned Drum 1H2/Y2	1 each	n/a	\$0.00	\$0.00
5	Flexbin, 1 Cubic Yard Flexbin 11G/Y/2022/1122	1 each	n/a	\$0.00	\$0.00
1	Lab pak box, 55gal UN 4G/Y147.3/S HD poly liner included	1 each	n/a	\$0.00	\$0.00
				<b>Total</b>	<b>\$0.00</b>

<b>TASK 3: TOTAL ESTIMATE</b>	<b>\$30,237.50</b>
Estimated Recovery Fee	\$6,591.78
Estimated Waste Fee	\$1.37
Estimated CARRAA Fee	\$755.94
<b>Estimated total, including Fees</b>	<b>\$37,586.58</b>

#### WASTE CLASSIFICATIONS SPECIFICATIONS

Waste Code	Description
D90K	<b>Higher Toxicity Liquids For Incineration</b> Source of PCB < 50 ppm No dioxins Higher order toxicity material (herbicides, biocides, etc.) PRIMARY DISPOSAL METHOD: DESTRUCTION INCINERATION
D92K	<b>Higher Toxicity Solids For Incineration</b> No metal pieces Source of PCB < 50 ppm No dioxins Higher order toxicity material (herbicides, biocides, etc.) PRIMARY DISPOSAL METHOD: DESTRUCTION INCINERATION

#### TASK 4: CYLINDER DISPOSAL

##### DISPOSAL

Profile/Waste Code	Waste Description	UOM	Price
LCY10	HIGHLY REACTIVE OR TOXIC CYLINDERS FOR DISPOSAL	lecture bottle	\$675.00
LCY10	HIGHLY REACTIVE OR TOXIC CYLINDERS FOR DISPOSAL	small cylinder	\$900.00
LCY10	HIGHLY REACTIVE OR TOXIC CYLINDERS FOR DISPOSAL	medium cylinder	\$1,400.00
LCY12	SPECIAL APPROVAL CYLINDERS FOR DISPOSAL	lecture bottle	\$950.00
LCY12	SPECIAL APPROVAL CYLINDERS FOR DISPOSAL	small cylinder	\$1,200.00
LCY12	SPECIAL APPROVAL CYLINDERS FOR DISPOSAL	medium cylinder	\$1,500.00
LCY8	TOXIC OR CORROSIVE CYLINDERS FOR	lecture bottle	\$450.00

Profile/Waste Code	Waste Description	UOM	Price
	DISPOSAL		
LCY8	TOXIC OR CORROSIVE CYLINDERS FOR DISPOSAL	small cylinder	\$650.00
LCY8	TOXIC OR CORROSIVE CYLINDERS FOR DISPOSAL	medium cylinder	\$950.00

Transportation price is included in the disposal price.

Labor, Supplies/Materials, and Equipment utilized in the completion of this task will be invoiced at contract or list prices.

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#### **TASK 5: MOBILIZATION FOR ADDITIONAL LABOR (PER PERSON)**

<b>TASK 5: TOTAL LABOR, EQUIPMENT, AND MATERIAL</b>	<b>\$525.00</b>
\$525.00 per shift, estimated 1 shift	
Estimated Recovery Fee	\$114.45
Estimated CARRAA Fee	\$13.13
<b>Estimated total, including Fees</b>	<b>\$652.58</b>

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#### **GENERAL CONDITIONS**

- Except where superseded by an existing services agreement the following terms and conditions apply to this quoted business.
- Prices firm for 30 days.
- Terms: Net 30 Days
- Interest will be charged at 1.5% per month or the maximum allowed by law for all past due amounts.
- Local, state and federal fees/taxes applying to the generating location/receiving facilities are not included in disposal pricing and will be added to each invoice as applicable.
- Materials subject to additional charges if they do not conform to the listed specifications.
- A Profile Approval Fee of \$125 and Profile Recertification fee of \$35 for recertification will be charged upon profile approval or recertification.

## EXHIBIT C

### Indemnification and Insurance Requirements For Hazardous Waste Collection and Transportation

#### INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. CONTRACTOR'S indemnification obligation applies to COUNTY'S active as well as passive negligence but does not apply to COUNTY'S sole negligence or willful misconduct.

#### NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

#### INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors.

##### A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$2,000,000 per occurrence and \$4,000,000 in the aggregate.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$2,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Contractor's Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions:** applicable to the work being performed, with a limit no less than \$3,000,000 per claim or occurrence and \$6,000,000 aggregate per policy period of one year.

If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the COUNTY requires and shall be entitled to the broader coverage and/or the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

##### B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR'S insurance at least as broad as ISO Form ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
2. **Primary Coverage** – For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within theretention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR'S obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such



coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.

9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
  - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
  - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
  - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.

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

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

**ATTEST:**

Mona Miyasato  
County Executive Officer  
Clerk of the Board

By: \_\_\_\_\_  
Deputy Clerk

**COUNTY OF SANTA BARBARA:**

Bob Nelson, Chair  
Board of Supervisors

By: \_\_\_\_\_  
Chair, Board of Supervisors

Date: \_\_\_\_\_

**RECOMMENDED FOR APPROVAL:**

Santa Barbara County Agricultural  
Commissioner's Office

DocuSigned by:  
By: Jose Chang  
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Jose Chang  
Commissioner/Director

**CONTRACTOR:**

Clean Harbors Environmental  
Services, Inc.

DocuSigned by:  
By: Jennifer McLaughlin  
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Authorized Representative  
Name: Jennifer McLaughlin  
Title: District Vice-President

**APPROVED AS TO FORM:**

Rachel Van Mullem  
County Counsel

Signed by:  
By: Daron Zambrano  
96B43FFED91E4FC...  
Deputy County Counsel

**APPROVED AS TO ACCOUNTING FORM:**

Betsy M. Schaffer, CPA  
Auditor-Controller

Signed by:  
By: James Munro  
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Deputy

**APPROVED AS TO FORM:**

Risk Management

Signed by:  
By: Marisa Kalin  
AB42F33273FD416...  
Risk Management

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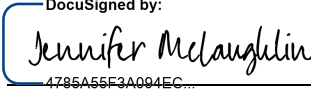
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Commissioner's Office

By:  \_\_\_\_\_  
Jose Chang  
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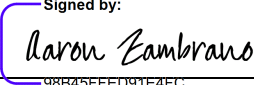
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Clean Harbors Environmental  
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Authorized Representative  
Name: Jennifer McLaughlin  
Title: District Vice-President

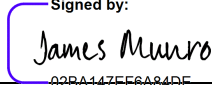
**APPROVED AS TO FORM:**

Rachel Van Mullem  
County Counsel

By:  \_\_\_\_\_  
Deputy County Counsel

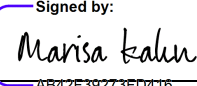
**APPROVED AS TO ACCOUNTING FORM:**

Betsy M. Schaffer, CPA  
Auditor-Controller

By:  \_\_\_\_\_  
Deputy

**APPROVED AS TO FORM:**

Risk Management

By:  \_\_\_\_\_  
Risk Management

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Rachel Van Mullem  
County Counsel

Signed by:  
By: Aaron Zambrano  
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Deputy County Counsel

**APPROVED AS TO ACCOUNTING FORM:**

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