

AMENDMENT TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

This Amendment ("AMENDMENT") modifies the attached CONTRACT effective July 5, 2005, between the County of Santa Barbara ("COUNTY") and MSE Environmental as follows:

Recitals

A. COUNTY is informed that MSE Environmental was purchased by Clean Harbors, Inc. on August 18, 2006.

B. Clean Harbors Environmental Services, Inc. is the local entity servicing the Santa Barbara County area and is a wholly owned subsidiary of Clean Harbors, Inc.

C. Paragraph 16. ASSIGNMENT. of the CONTRACT provides that CONTRACTOR shall not assign any of its rights nor transfer any of its obligations under the CONTRACT without the prior written consent of COUNTY and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

D. MSE Environmental and Clean Harbors, Inc. have requested the COUNTY's consent to assign the CONTRACT to Clean Harbors Environmental Services, Inc., pursuant to Paragraph 16.

E. COUNTY hereby consents to the assignment of the CONTRACT from MSE Environmental to Clean Harbors Environmental Services, Inc., based on the following terms and conditions to be satisfied by Clean Harbors Environmental Services, Inc. ("Clean Harbors").

Terms and Conditions

1. **CLEAN HARBORS as CONTRACTOR.** Clean Harbors Environmental Services, Inc. hereby agrees to assume and fulfill all contractual responsibilities of CONTRACTOR as identified in the attached AGREEMENT.

2. **DESIGNATED REPRESENTATIVE.** Robert Harrison, Western Technical Services, Vice President at (310)835-9998 IS THE AUTHORIZED REPRESENTATIVE FOR Clean Harbors Environmental Services, Inc. ("CONTRACTOR").

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

3. **NOTICES.** Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by first class mail, postage prepaid, or otherwise delivered as follows:

TO COUNTY: Leslie Wells
Resource Recovery & Waste Management Division
130 E. Victoria Street, Suite 100
Santa Barbara, CA 93101

TO CONTRACTOR: Robert Harrison
Vice President, Western Technical Services
880 West Verdulera Street
Camarillo, CA 93010

Copy to: Attn: General Counsel – Urgent Contract Matter
42 Longwater Drive
Norwell, MA 02061

4. **ATTACHMENT A1: Waste Transportation and Treatment Methods**. Attachment A1 has been amended to reflect facilities previously owned by Teris LLC are now owned by Clean Harbors. All provisions associated with this Attachment remain in effect.

5. **ALL OTHER CONTRACT TERMS REMAIN THE SAME.**

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

COUNTY OF SANTA BARBARA

Date: _____

By: _____
Chair, Board of Supervisors

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ATTEST:
MICHAEL F. BROWN
CLERK OF THE BOARD

By: _____
Deputy

CONTRACTOR, Clean Harbors Environmental
Services, Inc.

Date: _____

By: _____
Soc Sec or Tax ID Number: _____

APPROVED AS TO FORM:
STEPHEN SHANE STARK
COUNTY COUNSEL

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

By: _____
Deputy County Counsel

By: _____
Deputy

APPROVED AS TO FORM:
RISK MANAGER

By: _____
Risk Manager