

**AMENDMENT NO. 2
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 Patriot Environmental Services, Inc., a general California stock corporation, with a principal address at 2000 Center Drive, Suite East C300, Hoffman, IL 60192, corporate address at 330 North Brand Boulevard, Glendale, CA 91203, and mailing address at P.O. Box 1091, Long Beach, CA 90801 (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, the parties hereto, on June 4, 2024, amended the term of the Original Agreement to be effective as of February 1, 2024 and extend through December 31, 2024 (Amendment No. 1); and

WHEREAS, the same scope of work for services provided under the Original Agreement are required for a longer time period, and therefore, it is necessary to increase the budget by \$500,000 for a total revised contract amount of \$750,000 and to amend the term to be effective through June 30, 2025 (Amendment No. 2).

NOW THEREFORE, the parties agree as follows:

A. Paragraph 4 "TERM" of the Original Agreement is amended to read:

4. TERM

HAULER shall end performance no later than June 30, 2025 unless otherwise directed by COUNTY or unless earlier terminated.

B. Exhibit A, STATEMENT OF WORK, is amended to include the attached rate sheet for disposal of liquids at the Patriot WasteWater Bakersfield Facility, which is hereby incorporated by reference.

C. Paragraph A of Exhibit B to the Original Agreement is amended to read:

A. For HAULER services, the to be rendered under this Agreement, HAULER shall be paid a total contract amount, including cost reimbursements, not to exceed \$750,000.00.

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
Public Works Department

DocuSigned by:
Chris Sneddon
By: _____
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Department Head

HAULER:

Patriot Environmental Services,
Incorporated

DocuSigned by:
Kenneth Knibbs
By: _____
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Authorized Representative

Name: Kenneth Knibbs
Title: President

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

Signed by:
Johannah Hartley
By: _____
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Johannah Hartley
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

Signed by:
Juan Izquierdo
By: _____
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Deputy

APPROVED AS TO FORM:

Gregory Milligan, ARM
Risk Manager

DocuSigned by:
Greg Milligan
By: _____
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Risk Management