

Stericycle Environmental Solutions, Inc.

FIRST AMENDMENT TO AGREEMENT FOR SERVICES #219-S1511

THIS FIRST AMENDMENT to that Agreement for Services #219-S1511 made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and 21st Century Environmental Management of California, LP, a Delaware Limited Partnership, wholly-owned subsidiary of PSC Environmental Services, LLC, duly qualified to conduct business in the State of California, now owned by and operating as Stericycle Environmental Solutions, Inc., a Delaware corporation, duly qualified to conduct business in the State of California whose principal place of business is 28161 North Keith Drive, Lake Forest, Illinois 60045 and whose local address is 11855 White Rock Road, Rancho Cordova, California 95742, (hereinafter referred to as "Contractor");

R E C I T A L S

WHEREAS, Contractor has been engaged by County to collect, process, transport, and dispose of household hazardous waste for Community Development Services, Environmental Management Department pursuant to Agreement for Services #219-S1511, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, ARTICLE X, Assignment and Delegation, of the Agreement prohibits 21st Century Environmental Management of California, LP, a wholly-owned subsidiary of PSC Environmental Services, LLC from assigning services to be provided without the prior written consent of County;

WHEREAS, 21st Century Environmental Management of California, LP, a wholly-owned subsidiary of PSC Environmental Services, LLC, has been acquired by and merged with Stericycle Environmental Solutions, Inc., effective September 2, 2014;

WHEREAS, by operation of this merger Stericycle Environmental Solutions, Inc. assumed all of 21st Century Environmental Management of California, LP, a wholly-owned subsidiary of PSC Environmental Services, LLC's duties, responsibilities, and obligations, including insurance and indemnity obligations, for all services performed under the terms and conditions of the Agreement, including, but not limited to, any liabilities or obligations for services performed prior to the effective date of the merger;

WHEREAS, the parties hereto have mutually agreed to amend the Agreement to change all references from 21st Century Environmental Management of California, LP, a wholly-owned subsidiary of PSC Environmental Services, LLC to Stericycle Environmental Solutions, Inc.;

WHEREAS, the parties hereto have mutually agreed to amend the Agreement to extend the expiration date of December 31, 2017 for six (6) additional months, amending **ARTICLE II, Term**;

WHEREAS, the parties hereto have mutually agreed to amend **ARTICLE XV, Notice to Parties**;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Contractor mutually agree to amend the terms of the Agreement in this First Amendment to Agreement for Services #219-S1511, as follows:

- I. All references to 21st Century Environmental Management of California, LP, a wholly-owned subsidiary of PSC Environmental Services, LLC are substituted with Stericycle Environmental Solutions, Inc.
- II. The parties agree that by operation of the merger described above, Stericycle Environmental Solutions, Inc. assumes all duties and obligations under this Agreement, including but not limited to, any liabilities or obligations for services performed by 21st Century Environmental Management of California, LP, a wholly-owned subsidiary of PSC Environmental Services, LLC prior to the effective date of the merger and through the execution of this First Amendment, and Stericycle Environmental Solutions, Inc. is responsible for performing the work and services in accordance with all the terms and conditions of this Agreement.
- III. All references to Community Development Agency, Environmental Management Division throughout the Agreement shall read Community Development Services, Environmental Management Department.
- IV. **ARTICLE II, Term**, of the Agreement is amended in its entirety to read as follows:

ARTICLE II

Term: This Agreement shall be effective upon execution and shall cover the period of services of January 1, 2015 through June 30, 2018.

- V. **ARTICLE XV, Notice to Parties**, of the Agreement is amended in its entirety to read as follows:

ARTICLE XV

Notice to Parties: All notices to be given by the parties shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

To County:

County of El Dorado
Community Development Services
Environmental Management Department
2850 Fairlane Court
Placerville, California 95667

Attn.: Barbara D. Houghton
Environmental Management
Program Manager

With a copy to:

County of El Dorado
Community Development Services
Administration and Finance Division
2850 Fairlane Court
Placerville, California 95667

Attn.: Michele Weimer
Administrative Services Officer
Contracts & Procurement Unit

or to such other location as County directs.

Notices to Consultant shall be addressed as follows:

Stericycle Environmental Solutions, Inc.
11855 White Rock Road
Rancho Cordova, California 95742

Attn.: Charles A. Alutto
Chief Executive Officer

or to such other location as Contractor directs.

Except as herein amended, all other parts and sections of Agreement for Services #219-S1511 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By: _____ Dated: _____
Barbara Houghton, PG, CHG, REHS
Environmental Management Program Manager
Community Development Services
Environmental Management Department

Requesting Department Concurrence:

By: _____ Dated: _____
Greg Stanton, REHS
Director
Community Development Services
Environmental Management Department

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services #219-S1511 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____

Dated: _____

Board of Supervisors
"County"

Attest:
James S. Mitrison
Clerk of the Board of Supervisors

By: _____

Dated: _____

Deputy Clerk

-- STERICYCLE ENVIRONMENTAL SOLUTIONS, INC. --

By: _____

Dated: _____

Charles A. Alutto
Chief Executive Officer
"Contractor"

By: _____

Dated: _____

Daniel V. Ginnetti
Corporate Secretary